State of New Jersey

CHRIS CHRISTIE
Governor

KIM GUADAGNO
Lt. Governor

DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY
CONTRACT COMPLIANCE & AUDIT UNIT
PO BOX 236
33 WEST STATE STREET
TRENTON, NJ 08625-0236
TELEPHONE (609) 292-5400/TELEFAX (609) 292-5899
ccaucomplaints@treas.nj.gov

FORD M. SCUDDER
Acting State Treasurer

JIGNASA DESAI-MCCLEARY
Director

February 5, 2016

Joseph Fantasia
Community Funeral Home
257 Broadway
Passaic, New Jersey 07055

Edward Augustyn
Department of Law and Public Safety, Division of Criminal Justice
Regional Medical Examiner's Office
25 Market Street
Trenton, New Jersey 08625

Re: Formal Complaint No. 15-11-10
State Contract No. 83119
Purchase Order No. 8165496

Gentlemen:

This letter is in regard to Formal Complaint No. 15-11-10 filed against Community Funeral Home ("CFH") by the Department of Law and Public Safety, Division of Criminal Justice, Regional Medical Examiner's Office ("RMEO") dated November 19, 2015. More specifically, the complaint alleges that on September 10, 2015, verbal threats were made against RMEO Investigator, Christian Torres. These threats against Investigator Torres were made to the RMEO dispatcher, and were overheard via speakerphone by three (3) RMEO staff members. Investigator Torres requested that the dispatcher obtain confirmation from CFH that their livery service would be responding to the site of a single engine plane crash. Investigator Torres had already departed for the crash site at the time of the call. During the phone conversation with the dispatcher, Mr. Fantasia became irate, threatening to assault Investigator Torres, and stating, "gonna knock him out and then there will be two bodies," followed by, "He's taking food out of my mouth," rather than verifying to the dispatcher that CFH was enroute to the crash site. Additional RMEO staff, including RMEO's Chief of Investigator's, arrived to the scene to ensure the safety of Investigator Torres. Mr. Fantasia did not personally arrive at the scene, but it was processed without incident by Investigator Torres and CFH. To document the incident, witness statements are submitted in email format, as well as a report that was filed with the Newark Police Department.

CFH Manager, Joseph Fantasia responded on December 10, 2015. Mr. Fantasia states, "I did answer the investigator that in fact we are going to scene." He suggests that he always answers RMEO with "OK," and later suggests that his first response to RMEO was received via text, and because of this, he was not obligated to respond again. He also suggests that his men were first to arrive at the scene. Mr. Fantasia believes that RMEO staff are sneaky, as demonstrated by putting him on speakerphone while he was irate, and that his disposition was due to the fact that RMEO takes business from him on a daily basis. Mr. Fantasia goes on to suggest that Bryan Hoffman (an RMEO staff member mentioned in witness emails) has been verbally aggressive with CFH employees on many occasions, and that this has resulted in the loss of numerous CFH employees. Mr. Fantasia continues by suggesting that a female employee of the RMEO was having a romantic relationship with one of his employees, and as a result of that relationship, CFH lost a very good employee. Referencing this same female employee, Mr. Fantasia suggests that despite this individual having no say in matters, she will not call his phone number; instead she tries to "fight me on texts." Mr. Fantasia felt that this individual represented a conflict of interest, and states, "It's in the contract to only speak to me and or my wife about the contract and calls. She used to continually speak to that employee about my staff and me and tried to give him calls, so he would make money." Mr. Fantasia continues his response, claiming not to recognize who Kevin Wilder (an RMEO staff member mentioned in witness emails) is, and that he has requested numerous meetings with new Administrators, without success. Mr. Fantasia believes that Administrators should show more of an interest in meeting with livery personnel, but suggests that they "only care about Capital and we get treated unfairly down there." Mr. Fantasia then states that following the incident, he and Investigator Torres have been on calls together, shook hands, and conversed, which led Mr. Fantasia to believe that "all is well." Mr. Fantasia concludes by suggesting that perhaps he should file police reports regarding the manner in which he and his men are threatened and verbally abused on a daily basis by these investigators.

On December 22, 2015 RMEO responded to the statements made by Mr. Fantasia. RMEO asserts that Mr. Fantasia does not respond to the issues within the compliant. Instead, Mr. Fantasia attempts to deflect the issues, while failing to address any of the core problems that prompted the complaint. The verbal threat directed toward Investigator Torres was received from a non-related party; a dispatcher, who was asked by Investigator Torres to follow up with Mr. Fantasia, as no response was received prior to Investigator Torres' departure to the crash scene. RMEO continues, "When following up with Mr. Fantasia at the request of MLDI Torres, the dispatcher heard Mr. Fantasia's tone and what he was saying reference Inv. Torres and simply placed the telephone on speaker for additional Investigators in the office to witness as she grew concerned with Mr. Fantasia's response." In conclusion, RMEO states, "Mr. Fantasia was not provoked, nor was he entrapped into making the statements or using the tone which were witnessed by three individuals in the office".

The Contract Compliance and Audit Unit ("CCAU") has reviewed all documentation provided by CFH and RMEO. The CCAU finds that CFH is in violation of State Contract No. 83119 for the reasons set forth below:

Section 3.8-2, *Contractor's Personnel* specifies, "The contractor's personnel shall at all times when performing the services under this contract speak in a professional manner and shall at no time use profanity.";

Section 3.8-3, *Contractor's Personnel*, specifies, "The contractor's personnel shall conduct themselves in such fashion and evidence in appearance, decorum, proper dignity and professionalism required for mortuary livery services."

Accordingly, this complaint is resolved against CFH for failure to comply with contract specifications, 3.8-2 and 3.8-3. This complaint will become part of CFH's vendor performance file and may be considered in the evaluation of future bids submitted.

This resolution constitutes CCAU's decision on this matter, made in accordance with the provisions of N.J.A.C. 17:12-4.4 et seq., and which may be appealed in writing, setting forth specific cause for the appeal, to the Director, Division of Purchase and Property, within ten (10) days after its receipt.

Sincerely,

John Paul

John Paul
Administrative Analyst 1

JP:kld
c: Brian Gallagher, Procurement Bureau
Joe Signoretta, Procurement Bureau
Robert Storino, Procurement Bureau

STATE OF NEW JERSEY
DEPARTMENT OF LAW AND PUBLIC SAFETY
DIVISION OF CRIMINAL JUSTICE

MEMORANDUM

TO: State of New Jersey
Department of the Treasury
Contracts Compliance and Audit Unit

FROM: Edward Augustyn, Detective
Director of Medical Examiner Operations

DATE: December 22, 2015

SUBJECT: Response to Formal Complaint 15-11-10
RE: Formal Complaint - Community Funeral Home
Request for Proposal - 13-X-22411
Contract No. 83119

This memorandum contains information responsive to direct statements made by Joseph Fantasia (Fantasia), Manager, Community Funeral Home (CFH) in his response to Formal Complaint 15-11-10 filed with Contracts Compliance and Audit Unit by the Northern Regional Medical Examiner (NRMEO) Office reference specific contract violations.

Mr. Fantasia's response to formal complain 15-11-10 does not address the complaint and as with his response to 15-11-11 is attempting to deflect in a rambling fashion failing to address the core issues noted in the our initial complaint. Reference the details highlighted in our formal complaint 15-11-10, the verbal threat from Mr. Fantasia, directed towards MLDI Torres,, was received from a non-related party, a dispatcher. In this scenario, the dispatcher was asked by MLDI Torres to follow up with Mr. Fantasia as no response was received at the time he was leaving for the scene. When following up with Mr. Fantasia at the request of MLDI Torres, the dispatcher heard Mr. Fantasia's tone and what he was saying reference Inv. Torres and simply placed the telephone on speaker for additional Investigators in the office to witness as she grew concerned with Mr. Fantasia's response. Mr. Fantasia was not provoked nor was he entrapped into making the statements or using the tone which were witnessed by three individuals in the office. No further explanation in response to Mr. Fantasia's response is required.

State of New Jersey

CHRIS CHRISTIE
Governor

KIM GUADAGNO
Lt. Governor

DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY
CONTRACT COMPLIANCE & AUDIT UNIT
PO BOX 236
33 WEST STATE STREET
TRENTON, NJ 08625-0236
TELEPHONE (609) 292-5400/TELEFAX (609) 292-5899
ccaucomplaints@treas.nj.gov

FORD M. SCUDDER
Acting State Treasurer

JIGNASA DESAI-MCCLEARY
Director

MEMORANDUM

December 11, 2015

TO: **Edward Augustyn**
Regional Medical Examiner

FROM: **Lori A. Johnson**
Contract Compliance and Audit Unit

SUBJECT: **FORMAL COMPLAINT – 15-11-10– Community Funeral Home**

Attached is a copy of the vendor's response to Formal Complaint No. 15-11-10 for your review and written response to verify corrections. Please respond to my office in writing within ten (10) days.

AGENCY RESPONSE:

_____

_____

_____

_____

_____

_____

SUBMITTED BY: _____

DATE: _____

C: Brian Gallagher, Procurement Bureau
Joe Signoretta, Procurement Bureau
Robert Storino, Procurement Bureau

FOR CCAU USE ONLY

Date Received	Complaint Code Number
11/24/15	15-11-10

STATE OF NEW JERSEY FORMAL COMPLAINT FORM

STATE OF NEW JERSEY ● DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE & PROPERTY
CONTRACT COMPLIANCE & AUDIT UNIT

RECEIVED 2015 NOV 24 PM 2:26

INSTRUCTIONS: Complete sections 1 to 5 below, and print or save a copy for your records. Please send form electronically using the submit button. Alternatively, mail to: State of New Jersey ● Department of the Treasury ● PO Box 236 ● Trenton ● N.J. ● 08625-0236 ● Attention: Complaints

1 COMPLAINANT

Contact Name: Edward Augustyn
Company/Agency: Regional Medical Examiner
Address 1: 25 Market Street
Address 2:
City: Trenton State: NJ Zip: 08625
E-Mail: augustyne@njdcj.org
Phone Number: 609-292-5773
Fax Number: 609-984-4466

2 RESPONDENT

Contact Name: Joseph Fantasia
Company/Agency: Community Funeral Home
Address 1: 257 Broadway
Address 2:
City: Passaic State: NJ Zip: 07055
E-Mail: [redacted]
Phone Number: 973-777-5535
Fax Number: 973-365-1125

3 PURCHASE AUTHORIZATION

Document Type:
Commodity Code Number: 962-70
Contract Number: 83119
Order Number: PO # 8165496
Other:
Enter Total Cost of Commodity or Service: On going

4 CHECK NATURE OF THE COMPLAINT(S)

- ☐ Incorrect Price
- ☐ Late Delivery/No Delivery
- ☐ Non/Poor Perforance
- ☐ Overage/Shortage
- ☐ Product/Service does not meet specifications
- ☒ Other — Threat of violence against RMEO employee

5 COMPLAINT REPORT *(Give detailed explanation and attach additional sheets if necessary. Please type.)*

On September 10, 2015 verbal threats were made against Inv. Torres by Mr. Joseph Fantasia in a telephone call to RMEO Offices. Inv. Torres was not in the office, but at or en-route to a scene that he had contacted Community Funeral Home (CFH) respond for Livery Service. The dispatcher was following up with CFH to see if they were responding as Inv. Torres had no confirmation before he departed for the scene. The threats were overheard by three (3) Regional Medical Examiner staff members. The threats are detailed in the attached emails reference their account of the incident. Additional RMEO staff including the Chief of Investigators also responded to the scene to ensure the safety of Inv. Torres. Scene ultimately was processed without incident by Inv. Torres and CFH. Mr. Fantasia did not respond to the scene. Also attached is a copy of an Incident Report documenting the case with Newark Police Department.

☐ *Check here if continued on separate sheet.*

SUBMITTED BY *(Type in Name)*	→	NAME	TITLE	DATE
		Edward Augustyn	Det. Director of ME Operations	11/19/2015

6 RESPONDENT REPLY *(Give detailed explanation and attach additional sheets if necessary. Please type.)*

☐ *Check here if continued on separate sheet.*

SUBMITTED BY *(Type in Name)*	→	NAME	TITLE	DATE
		Joseph Fantasia	Owner	11-7-15

FORM CC-36 - VERSION 1.2 (REV. 12/14)

Community Funeral Home

257 Broadway Passaic NJ 07055

973 777 5535

Joseph Fantasia Manager N.J.Lic.No.4387

Re: Complaint Number 15-11-10

First of all, I did answer the investigator that in fact we are going to scene. I always answer them with an OK. They are very sneaky in the Medical Examiner office, by putting me on speakerphone when I was irate at the fact that they continually take business from me on a daily basis. Bryan Hoffman has said he tried to calm me down and so on, Mr. Hoffman on numerous occasions has cursed at my men on scenes and is verbally aggressive to them also. I have lost numerous employees due to that fact. They had my answer through texts, so I did not have to answer them. My men arrived before them to the scene. [redacted] could say what she wants, but she was having Romantic relations with one of my employees and due to her nature, I lost a very good employee. She has no say in anything and she won't even call my phone number all she does is try to fight me on texts. She should be fired due to a conflict of interest. It's in the contract to only speak to me and or my wife about the contract and calls. She used to continually speak to that employee about my staff and me and tried to give him calls, so he would make money. I don't even know who Kevin Wilder is, I asked for numerous meetings with the new Admen's and it falls on deaf ears. I think as an Admin, you would like to meet the livery personal. They only care about Capital and we get treated unfairly down there. With respect to Mr. Torres, I have seen more than once after that situation and we shook hands and all is well. I have been on calls with him and we talked. Maybe I should file police reports, with the way my men and me are threatened and verbally abused daily by these investigators.

Sincerely,

Joseph Fantasia

Transmission Report

Date/Time	11-25-2015	10:36:14 a.m.	Transmit Header Text
Local ID 1	6092925899		Local Name 1

This document : Confirmed
(reduced sample and details below)
Document size : 8.5"x11"

CHRIS CHRISTIE
Governor

KIM GUADAGNO
Lt. Governor

State of New Jersey
DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY
CONTRACT COMPLIANCE & AUDIT UNIT
PO BOX 236
33 WEST STATE STREET
TRENTON, NJ 08625-0236
TELEPHONE (609) 292-5400/TELEFAX (609) 292-5899
ccaucomplaints@treas.nj.gov

FORD M. SCUDDER
Acting State Treasurer

JIGNASA DESAI-MCCLEARY
Director

November 25, 2015

VIA FACSIMILE AND EMAIL
Joseph Fantasia
257 Broadway
Passaic, NJ 07055

Re: Formal Complaint No. 15-11-10
Contract No. 83119
Purchase Order No. 8165496

Dear Mr. Fantasia:

The attached New Jersey Formal Complaint Report No. 15-11-10 filed with the Contract Compliance and Audit Unit by the Regional Medical Examiner alleges failure by Community Funeral Home to comply with the terms of Contract No. 83119.

This letter shall serve as notice to you that in accordance with N.J.A.C. 17:12-4.4(b) and Section 5.7 b.1 of the Standard Terms and Conditions, a substantive response to the attached complaint must be received by the Division of Purchase and Property by December 10, 2015. Please follow the instructions to the "Respondent" in the complaint form in formulating your response. Be sure to return the original complaint form.

Failure by you to substantively respond to the attached complaint by December 10, 2015 is cause under Section 5.7 b.1 of the Standard Terms and Conditions for immediate termination of the contract, without further notice to you, and may also result in bypassing your firm for subsequent contract awards.

Sincerely,

Karen L. Drake
Contract Compliance and Audit Unit

Attachment

C: Edward Augustyn, Regional Medical Examiner
Brian Gallagher, Procurement Bureau

Total Pages Scanned : 8 Total Pages Confirmed : 8

No.	Job	Remote Station	Start Time	Duration	Pages	Line	Mode	Job Type	Results
001	398	9733651125	10:31:43 a.m. 11-25-2015	00:03:42	8/8	1	EC	HS	CP16800

Abbreviations:
HS: Host send
HR: Host receive
WS: Waiting send
PL: Polled local
PR: Polled remote
MS: Mailbox save
MP: Mailbox print
RP: Report
FF: Fax Forward
CP: Completed
FA: Fail
TU: Terminated by user
TS: Terminated by system
G3: Group 3
EC: Error Correct

Drake, Karen

From: Drake, Karen
Sent: Wednesday, November 25, 2015 10:57 AM
To: [redacted]
Cc: Gallagher, Brian; Augustyn, Edward
Subject: Formal Complaint 15-11-10

Tracking:

Recipient	Delivery	Read
[redacted]		
Gallagher, Brian	Delivered: 11/25/2015 10:57 AM	Read: 11/25/2015 10:58 AM
Augustyn, Edward		

Good Morning,

Please see attached Formal Complaint 15-11-10 for your review and response by December 10, 2015.

Thank you,

Karen

Department of the Treasury
Contract Compliance and Audit Unit
33 W. State St., 9th Floor
PO Box 236
Trenton, NJ 08625-0236
(609) 292-3687 phone
(609) 292-5899 fax

State of New Jersey
DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY
CONTRACT COMPLIANCE & AUDIT UNIT
PO BOX 236
33 WEST STATE STREET
TRENTON, NJ 08625-0236
TELEPHONE (609) 292-5400/TELEFAX (609) 292-5899
ccaucomplaints@treas.nj.gov

CHRIS CHRISTIE
Governor

KIM GUADAGNO
Lt. Governor

FORD M. SCUDDER
Acting State Treasurer

JIGNASA DESAI-MCCLEARY
Director

November 25, 2015

VIA FACSIMILE AND EMAIL
Joseph Fantasia
257 Broadway
Passaic, NJ 07055

Re: Formal Complaint No. 15-11-10
Contract No. 83119
Purchase Order No. 8165496

Dear Mr. Fantasia:

The attached New Jersey Formal Complaint Report No. 15-11-10 filed with the Contract Compliance and Audit Unit by the Regional Medical Examiner alleges failure by Community Funeral Home to comply with the terms of Contract No. 83119.

This letter shall serve as notice to you that in accordance with N.J.A.C. 17:12-4.4(b) and Section 5.7 b.1 of the Standard Terms and Conditions, a substantive response to the attached complaint must be received by the Division of Purchase and Property by December 10, 2015. Please follow the instructions to the "Respondent" in the complaint form in formulating your response. Be sure to return the original complaint form.

Failure by you to substantively respond to the attached complaint by December 10, 2015 is cause under Section 5.7 b.1 of the Standard Terms and Conditions for immediate termination of the contract, without further notice to you, and may also result in bypassing your firm for subsequent contract awards.

Sincerely,

Karen L. Drake
Contract Compliance and Audit Unit

Attachment

C: Edward Augustyn, Regional Medical Examiner
Brian Gallagher, Procurement Bureau

FOR CCAU USE ONLY	
Date Received 11/24/15	Complaint Code Number 15-11-10

STATE OF NEW JERSEY
FORMAL COMPLAINT FORM

STATE OF NEW JERSEY ● DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE & PROPERTY
CONTRACT COMPLIANCE & AUDIT UNIT

INSTRUCTIONS: Complete sections 1 to 5 below, and print or save a copy for your records. Please send form electronically using the submit button. Alternatively, mail to: State of New Jersey ● Department of the Treasury ● PO Box 236 ● Trenton ● N.J. ● 08625-0236 ● Attention: Complaints

1 COMPLAINANT

Contact Name: Edward Augustyn
Company/Agency: Regional Medical Examiner
Address 1: 25 Market Street
Address 2:
City: Trenton State: NJ Zip: 08625
E-Mail: augustyne@njdcj.org
Phone Number: 609-292-5773
Fax Number: 609-984-4466

2 RESPONDENT

Contact Name: Joseph Fantasia
Company/Agency: Community Funeral Home
Address 1: 257 Broadway
Address 2:
City: Passaic State: NJ Zip: 07055
E-Mail: [redacted]
Phone Number: 973-777-5535
Fax Number: 973-365-1125

3 PURCHASE AUTHORIZATION

Document Type:
Commodity Code Number: 962-70
Contract Number: 83119
Order Number: PO # 8165496
Other:
Enter Total Cost of Commodity or Service: On going

4 CHECK NATURE OF THE COMPLAINT(S)

- ☐ Incorrect Price
- ☐ Late Delivery/No Delivery
- ☐ Non/Poor Perforance
- ☐ Overage/Shortage
- ☐ Product/Service does not meet specifications
- ☒ Other — Threat of violence against RMEO employee

5 COMPLAINT REPORT *(Give detailed explanation and attach additional sheets if necessary. Please type.)*

On September 10, 2015 verbal threats were made against Inv. Torres by Mr. Joseph Fantasia in a telephone call to RMEO Offices. Inv. Torres was not in the office, but at or en-route to a scene that he had contacted Community Funeral Home (CFH) respond for Livery Service. The dispatcher was following up with CFH to see if they were responding as Inv. Torres had no confirmation before he departed for the scene. The threats were overheard by three (3) Regional Medical Examiner staff members. The threats are detailed in the attached emails reference their account of the incident. Additional RMEO staff including the Chief of Investigators also responded to the scene to ensure the safety of Inv. Torres. Scene ultimately was processed without incident by Inv. Torres and CFH. Mr. Fantasia did not respond to the scene. Also attached is a copy of an Incident Report documenting the case with Newark Police Department.

☐ *Check here if continued on separate sheet.*

SUBMITTED BY *(Type in Name)*	→	NAME	TITLE	DATE
		Edward Augustyn	Det. Director of ME Operations	11/19/2015

6 RESPONDENT REPLY *(Give detailed explanation and attach additional sheets if necessary. Please type.)*

☐ *Check here if continued on separate sheet.*

SUBMITTED BY *(Type in Name)*	→	NAME	TITLE	DATE

FORM CC-36 - VERSION 1.2 (REV. 12/14)

Edward Augustyn

From: Bryan Hoffmann
Sent: Thursday, September 10, 2015 2:22 PM
To: Edward Augustyn; Kevin Wilder; Beverly Barbito
Cc: Lindsey Scott; Kim Williams; Bryan Hoffmann
Subject: Threats against an RMEO employee-Joe Fantasia

Ed and Kevin,

At 1320hrs a single engine plane crash with 1 fatality was reported to the RMEO. Kim Williams had been sent over by Kevin Wilder to assist with multiple active cases that were called in 1300hrs. At approx. 1340hrs Kim Williams contacted Joe Fantasia of Community Livery at the request of Christian Torres. Christian had asked Kim to confirm Joe received the text message for an assignment in Somerset County and that the assignment was a high priority concern. During the conversation Kim Williams began to place the call on speakerphone in the presence of Lindsey Scott and myself due to threatening language and tone from Joe Fantasia. The comments heard coming from the speakerphone from Joe Fantasia were that he was "gonna knock Christian out if he was going to that scene and there would be two bodies" in reference to an earlier case where Joe Fantasia was not utilized as the Livery service. Joe verbalized that "Christian is taking food out of his mouth". Kim Williams made several attempts to confirm a crew was responding. When Joe failed to properly answer the question, I got on the phone and asked Joe several times "if he had staff responding to the assignment". Joe continued to be aggressive/threatening on the phone to me and I asked him to forward his comments to Kevin Wilder. After several attempts to get Joe to calm down and answer the question about responding to the assignment, Joe did confirm a crew was responding and I ended the call while Joe continued to use threatening language towards Christian.

I was able to report this issue to Kevin Wilder face to face prior to leaving for the assignment.

I am leaving the RMEO at this time. If there are follow up questions anyone may call my cell phone. Team Leader Cicala has taken over the afternoon shift at the RMEO.

Bryan A. Hoffmann
MLI Team Leader
Northern Regional Medical Examiner's Office
973-648-4500 Investigations
[redacted] Cell
973-648-4469 Fax
www.me.nj.gov

Edward Augustyn

From: Kevin Wilder
Sent: Friday, September 11, 2015 11:30 AM
To: Edward Augustyn
Subject: FW: incident 9/10/15

Kevin Wilder
Forensic Administrator/
Chief of County Investigators
Northern Regional Medical Examiner Office
NJ Division of Criminal Justice
325 Norfolk Street
Newark, NJ 07103

Office: 973-648-7692
Cell: [redacted]
wilderk@njdcj.org

From: Kim Williams
Sent: Friday, September 11, 2015 10:56 AM
To: Kevin Wilder
Subject: incident 9/10/15

At 13:40 hrs. I was asked by Christian Torres to call Community Livery to confirm they received the text to go to the plane crash scene. Joe Fantasia answered and I asked him if he received the text. He paused and then asked "why didn't he call Ricky" I said I don't know, you can ask him when you get to the scene. Joe said that he wasn't going to the scene because if he did there would be two bodies to pick up. Bryan Hoffmann came and began to speak to Joe to tell him to stop with the threatening remarks and asked him again if he was sending someone to the scene and that was all he needed to know.

Edward Augustyn

From: Lindsey Scott
Sent: Friday, September 11, 2015 2:17 PM
To: Kevin Wilder; Edward Augustyn
Cc: Bryan Hoffmann; Kim Williams; Beverly Barbito
Subject: LIVERY ISSUE/THREAT - 09/10/2015

Ed and Kevin,

Here is my account of what happened in the office on 09/10/2015:

On 09/10/2015, I arrived in the office at approximately 1320hrs. Kim Williams was sitting in as a dispatcher because there were investigators heading out to two scenes and it was busy in the office. She informed me that there had been a plane crash in Somerset county. Christian Torres had been standing at his desk and as it was nearing the end of the day shift, I asked him who was going to the scene. He stated that he and Selma Delic (training) would be going and that the other scene in Montclair would be handled by Allison Sharplin.

Allison left for her scene and Christian Torres and Selma Delic were preparing to leave for the plane crash.

Christina Torres asked Selma Delic if she had contacted livery. She said that she had not done it yet and he stated that he would text Joe Fantasia of Community Livery Service.
A little while later, Christian Torres and Selma Delic were heading out the door to the plane crash scene. Christian Torres told Kim Williams that he had not yet received a confirmation from Joe Fantasia that he had received the information about the case. Christian Torres asked Kim Williams to make a follow up phone call to confirm that Joe Fantasia would be sending a crew to the scene. He also told Kim Williams to make sure to inform Joe Fantasia that the scene was a "High Priority/Profile" case and that it was outdoors.

Bryan Hoffmann had been in and out of the main office area during this time, but was preparing for the end of his shift and was in the main office as Christian Torres left.

Kim Williams picked up the phone and called Joe Fantasia. Kim Williams said, "Hey Joe, Christian wanted me to make sure you got the information for his scene."
I heard Kim Williams confirm to Joe Fantasia that it was Christian Torres' scene.
Almost immediately after saying this Kim Williams put the call on speakerphone.
Joe Fantasia was heard saying "gonna knock him out and then there will be two bodies" and "He's taking food out of my mouth."

Bryan Hoffmann then went over to the dispatch desk and picked up the phone and informing Joe Fantasia that he had just threatened an RMEO Investigator and that three people heard it (Bryan Hoffmann, Kim Williams and myself).
Bryan Hoffmann continued several times to ask Joe Fantasia if he was sending a crew to the scene. At some point, Bryan Hoffmann said, "Ok, so you are sending a crew to the scene? You ARE sending a crew? Ok, fine. This conversation is over." Bryan Hoffmann then hung up the phone and stated that Joe Fantasia was still talking about Christian when he hung up.

Bryan Hoffmann exited the investigations office and returned a few minutes later stating that he had caught up to Kevin Wilder, Christian Torres and Selma Delic in the parking lot and was able to inform them of the call prior to them leaving the property.

Lindsey Scott, MS, Investigator

Northern Regional Medical Examiner's Office
325 Norfolk Street
Newark, New Jersey 07103
Phone: 973-648-4500
Fax: 973-648-4469

NEWARK POLICE — INCIDENT REPORT

FILL OUT COMPLETE REPORT WHEN LISTED IN CLASSIFICATION LIST AND REPORT GUIDE AS 802 (NO ASTERISK).
DO NOT FILL OUT SHADED PORTION WHEN LISTED 802* (WITH ASTERISK).

1. VICTIMS OR COMPLAINANTS NAME	2. TELEPHONE	17. STATUTE OF ORDINANCE	18. SECTOR	19. COMMAND	20. CENT COMPLT NO
[redacted]	[redacted]	2C:12-3	413	1ST	C15047020

3. RESIDENT NUMBER (STREET) (FLOOR OR APT)	21. REPORTING OFFICER (NAME)	ID NO	(COMMD)
[redacted]	PO CONNERS, MICHAEL	7196	1ST

4. SEX	5. RACE/ETHNICITY	6. AGE	7. OCCUPATION	8. INJURY	22. INCIDENT	22A.
M	WH H		RMEO INVEST	☐ YES ☑ NO	TERRORISTIC THREATS	OCC ON PUB. HOUS. PROP? ☐ YES ☑ NO

9. SOBRIETY OF VICTIM	10. CAN VICT IDENT OFFENDER	23. LOCATION	GANG RELATED
☑ SOBER ☐ HAD BEEN DRINKING ☐ INTOX ICATED	YES	325 NORFOLK STREET NEWARK NJ 07103	☐ YES ☑ NO

11. PERSON REPORTING CRIME	12. TELEPHONE NO
WILDER, KEVIN	973-648-7692

13. RESIDENCE OF PERSON REPORTING CRIME
325 NORFOLK STREET NEWARK NJ 07103

24. TIME OF OCCURRENCE (ON OR BET)	HOUR	DAY OF WEEK	MONTH	DAY	YEAR
	13:20	Thu	09	10	2015
	13:30	Thu	09	10	2015

25. WAS FORCE USED?	26. WAS A WEAPON USED?
☐ YES ☑ NO ☐ NOT KNOWN	☐ YES ☑ NO ☐ NOT KNOWN

14. MONTH DAY YEAR	15. TIME REP'T	16. OCCURRED ON VIEW	27. TYPE OF PREMISES OR PROPERTY ATTACKED
09/28/2015	15:00	☐ YES ☑ NO	Commercial

28. HOW ATTACKED	29. MEANS OF ATTACK
Threatening - no weapon	No Physical Force

30. OBJECT OF ATTACK (IF VEHICLE ANTI-THEFT DEVICE INSTALLED.)	31. MODUS OPERANDI
Quarrel ☐ YES ☐ NO ☐ UNK	SEE # 34

32. VEHICLE INVOLVED IN CRIME	YEAR	MAKE	MODEL	LIC NUMBER	STATE	COLOR	BODY TYPE	VEHICLE VIN NUMBERS
☐ STOLEN ☐ USED BY OFFENDER								

33. NAME OF SUSPECT (ALIAS)	(RESIDENCE)
FANTASIA, JOSEPH	257 BROADWAY PASSIC NJ 07055

SEX	RACE / ETHNICITY	AGE	HEIGHT	WEIGHT	COLOR OF HAIR	COLOR OF EYES	DESCRIBE CLOTHING WORN AND PECULIARITIES
M	W N	33	5' 8"	160	BRO	BRO	

EVENT #	CAMERA VISIBLE?
P15309464	☐ YES ☑ NO

34. ADDITIONAL INFORMATION (DO NOT REPEAT INFORMATION LISTED IN NUMBERED BLOCKS)

ON THE ABOVE DATE AND TIME THE SUSPECT JOSEPH FANTASIA VERBAL THREATENED [redacted] AN INVESTIGATOR OF THE REGIONAL MEDICAL EXAMINERS OFFICE OVER THE PHONE THAT WAS OVER HEARD BY OTHER MEMBERS OF HIS OFFICE. INVESTIGATOR TORRES WAS TRYING TO GET JOSEPH FANTASIA TO DO A PICKUP AFTER A PLANE CRASH ON THAT DATE BUT DURING THIS TIME MR FANTASIA HAD BECOME IRATE AND THREATENED TO ASSAULT THE INVESTIGATOR STATING THAT HIS BODY WOULD BE THE NEXT DEAD BODY AT THE CRASH SITE THAT WOULD HAVE...

34A. STRANGER TO STRANGER CRIME	34B. DOMESTIC VIOLENCE RELATED	34C. REPORT SOURCE	34D. VEHICLE INSURANCE COMPANY & POLICY NUMBER
Uknown	N	☑ OTHER ☐ DISPATCH ☐ PHONE ☐ WALK-IN	

35. ESTIMATED VALUE BY TYPE OF PROPERTY	A. CURRENCY	B. JEWELRY	C. FURS	D. CLOTHING	E. LOCAL AUTOS	F. MISCELLANEOUS	G. TOTAL

36. OTHER OFFICERS AT SCENE (NAME) RANK:	VEH NO	COMMAND	(I D NO)	37. OTHER REPORTS SUBMITTED
				☐ DP 1 152 PROPERTY
				☐ DP 1 152-1 AUTO
				☐ DP 1 225A STATEMENT
				☐ DP 1 800 ARREST
				☐ DP 1 795 CONT

38. PERSONS ARRESTED (NAME)	CENT. ARR. NO.	39. WITNESSES (NAME AND RESIDENCE) (TELEPHONE NO)

40. TELETYPE ALARM NUMBER	41. NAME OR DETECTIVE NOTIFIED	42. SIGNATURE OF REPORTING OFFICER
		PO CONNERS, MICHAEL 7196

43. STATUS OF OFFENSE				44. CLEARED BY ARREST OF (CHECK APPROPRIATE BOX OR BOXES)			
☐ UNFOUNDED	☐ CLEARED BY ARREST	☐ NOT CLEARED	☐ EXCEPTIONAL CLEARANCE	☐ ADULT	☐ JUVENILE	☐ ADULT AND JUVENILE	☐ NARCOTIC OFFENDER

45. STATUS OF CASE			46. CLASS	47. RE CLASS	48. KEY PUNCHED BY	49. VERIFIED BY
☐ PENDING ACTIVE	☐ PENDING INACTIVE	☐ CLOSED				

50. SUPERVISOR APPROVING & CLASSIFYING	(DATE)	51. TIME APPROVED	52. INDEXED BY	53. NUMBER OF PAGES
6905 SGT BUONSANTO, CARMINE	9/28/2015	22:55		

DPI 802 REV 6/94 75M

TO BE PICKED UP .

DATE	CASE #	COUNTY	LOCATION	TYPE	CONTACT	ARRIVED	DEPARTED	AT RMEO	DETAILS/ISSUES
9/25/2015	18-15-0366	SOMERSET	BRIDGEWATER	SCENE	1638HRS	1846HRS	1859HRS	1948HRS	LIVERY ARRIVED ON SCENE OVER 2 HOURS AFTER BEING NOTIFIED, STATING THERE WAS TRAFFIC.
9/23/2015	09-15-0907	HUDSON	JCMC	HOSPITAL	0217HRS				J. FANTASIA WAS CONTACTED ABOUT BRINGING A BODY TO RMEO FROM JCMC. THE BODY DID NOT ARRIVE AT RMEO UNTIL 1045HRS ON 09/23/2015.
9/23/2015	09-15-0905	HUDSON	73 SANFORD PLACE, JERSEY CITY	SCENE	2237HRS	0045HRS	0108HRS	0128HRS	INV. B. HOFFMANN RECEIVED AT CASE AT 2237hrs IN JERSEY CITY ON 9/22 FROM W. PATEMAN. J. FANTASIA WAS SENT A TEXT WITH THE CASE INFORMATION AT 2247hrs AND A RESPONSE OF "OK" WAS RECEIVED AT 2248hrs. WHEN B. HOFFMANN ARRIVED ON SCENE AT 2325hrs, J. WARGO WAS PRESENT ON THE SCENE BY HIMSELF. HE STAED THAT J. FANTASIA IS HAVING TROUBLE CONTACTING ANOTHER STAFF MEMBER TO RESPOND. AT THAT TIME J. WARGO WAS INFORMED THAT B. HOFFMANN WOULD ASSIST IN GETTING THE DECEDENT PACKAGED FOR REMOVAL INCLUDING PLACEMENT INTO THE BODY BAG WITH A SEAL. AFTER THAT J. WARGO SPENT APPROXIMATELY 30 MINUTES . OR SO MAKING CALLS TO J. FANTASIA TO SEE WHO WOULD BE COMING TO HELP. AFTER THAT 30 MINUTES J.WARGO INFORMED INV. HOFFMANN THAT A TWO MAN CREW WOULD BE COMING TO RELIEVE HIM. J. WARGO CONTINUED TO TELL INV B. HOFFMANN AND THE POLICE OFFICERS ON SCENE THAT HE HAS "PROBLEMS" WITH THE NEW CREW RESPONDING AND THAT HE "ALMOST PUNCHED HIM OUT AT THE FUNERAL HOME OFFICE" RECENTLY. SHORTLY THEREAFTER THIS CONVERSATION, J. WARGO RETREATED TO HIS VEHICLE AND TOOK AWAY HIS REMOVAL EQUIPMENT. THE SUBJECT WAS NEVER PACKAGED FOR RMEOVAL BY J. WARGO AND INV. B. HOFFMANN. At 0024hrs (CLOSE TO 2 HOURS AFTER THE INITAL CALL), W. PATEMAN CONTACTED INV. B. HOFFMANN VIA CELL PHONE AND INFORMED HIM THAT THE NEW CREW HAD AN ETA OF APPROXIAMTELY 15 MINUTES TO THE SCENE.AT APPROXIMATELY 0030hrsJ. WARGO STARTED HIS VEHICLE AND LEFT THE SCENE WITH NO WARNING. AT 0045HRS THE NEW CREW ARRIVED TO MAKE THE REMOVAL. IN ADDITION, THE LIVERY FORM THAT WAS SUBMITTED BY THE SECOND CREW SHOWS A CONTACT TIME OF 0005hrs ON 9/25. THIS TIME REFLECTS THE TIME THE SECOND CREW WAS CONTACTED BY J. FANTASIA. THE ORIGINAL CALL WAS PLACED AT 2248HRS ON 09/22/2015. TOTAL TIME FROM FIRST RESPONSE FROM J. FANTASIA TO COMPLETITION AT THE SCENE WAS 2HRS 20MINUTES.
9/22/2015	07-15-1620	ESSEX	MOUNTAIN AVE & HATFILED ST, CALDWELL	MVA	0327HRS	0400HRS	0430HRS	0455HRS	ONLY ONE LIVERY PERSONNEL ARRIVED ON SCENE - STATED THAT NO OTHER STAFF WAS AVAILABLE

9/20/2015	09-15-0897 09-15-0898	HUDSON	W. NEW YORK BAYONNE	SCENE SCENE	1645HRS 1750HRS				C. TORRES HAD A CASE IN WEST NEW YORK (09-15-0897). THE INITIAL CALL CAME IN AT 1628HRS AND LIVERY WAS CONTACTED AT 1645HRS. THE SCENE WAS A 23 YEAR OLD WITH DISTRAUGHT/ANGRY FAMILY AND FRIENDS PRESENT AND A GROWING CROWD OUTSIDE OF THE RESIDENCE WITH POSSIBLE GANG MEMBERS INCLUDED. J. FANTASIA WAS APPARENTLY CONTACTED MULTIPLE TIMES FOR UPDATES TO WHICH HE RESPONDED THAT HIS CREW WOULD BE "5 MINUTES." AFTER APPROXIMATELY 30 MINUTES LIVERY HAD STILL NOT ARRIVED ON SCENE AND ANOTHER CALL HAD COME IN FOR HUDSON COUNTY (09-15-0898). S. CICALA WAS RESPONDING TO THE SECOND SCENE. FOR THE SECOND SCENE, LIVERY WAS CONTACTED AT 1750HRS. AT THIS TIME THEY HAD STILL NOT RESPONDED TO THE FIRST SCENE. K. WILDER WAS NOTIFIED OF THE DELAYS AND APPROVED THE USE OF CAPITALTRANSPORT FOR THE SECOND SCENE AT 1810HRS. AT 1815HRS. CAPITAL TRANSPORT WAS CONTACTED AND COMMUNITY WAS CANCELED FOR THE SECOND SCENE. AT 1850HRS, R. CAMPOS FROM COMMUNITY SHOWED UP AT THE SECOND SCENE (EVEN THOUGH CANCELLED). R. CAMPOS DID NOT SEE THE SUBJECT AND CAPITAL TRANSPORT MADE THE REMOVAL WITHOUT INCIDENT.
9/19/2015	09-15-0894 16-15-0736	HUDSON PASSAIC	HOBOKEN PATERSON	SCENE					S. CICALA RESPONDED TO A HOUSE DEATH IN HOBOKEN. A. SHARPLIN CONTACTED S. CICALA WHILE HE WAS ON SCENE AND INFORMED HIM THAT THERE WAS ANOTHER SCENE IN PATERSON (16-15-0736). S. CICALA'S SCENE WAS AN ADVANCED DECO THAT REQUIRED EXTRA TIME TO REMOVE. THE CREW THAT SHOWED UP ON SCENE CONSISTED OF J. CASCINA AND "HIS FATHER." J. CASCINA'S "FATHER" DOES NOT HAVE ID. THE REMOVAL WAS MADE AND J. CASCINA STATED "NOW I HAVE TO GO TO PATERSON." LIVERY PLANNED ON PUTTING MULTIPLE BODIES IN THE VEHICLE, NO ID FOR PERSONNEL
9/11/2015	07-15-1548	ESSEX	25 HILTON STREET, BELLEVILLE	SCENE	2039HRS	2121HRS	2136HRS	2150HRS	JOHN CASCINO FROM COMMUNITY LIVERY SERVICES ARRIVED ON SCENE WITH HIS BROTHER (ANDREW CASTANEDA). ONLY JOHN CASCINO'S NAME WAS ON THE LIVERY SHEET. ANDREW CASTANEDA UNKNOWN TO RMEO.
9/10/2015	16-15-0713 18-15-0352	PASSAIC SOMERSET	PATERSON SOMERVILLE	SCENE SCENE	N/A	N/A	N/A	N/A	AT APPROXIMATELY 2200HRS THE OFFICE RECEIVED CALLS FOR TWO CASES THAT REQUIRED A SCENE RESPONSE. ONE IN PATERSON AND ONE IN SOMERVILLE. BOTH SCENES FALL UNDER THE COVERAGE AREA OF COMMUNITY FUNERAL HOME.MAUREEN GARDNER WAS ASSIGNED TO THE PATERSON CASE AND BRYAN HOFFMANN WAS ASSIGNED TO THE SOMERVILLE CASE. AT APPROXIMATELY 2220HRS, MAUREEN AND BRYAN SENT SEPARATE TEXT MESSAGES THROUGH THE EMIAL SYSTEM TO JOE FANTASIA TO NOTIFY HIM OF THE ASSIGNMENTS. THERE WAS NO REPLY AFTER 5 MINUTES. FOLLOW UP CALLS WERE PLACED TO THE OFFICE AND CELL NUMBERS PROVIDED FOR JOE FANTASIA/COMMUNITY FUNERAL HOME BY BOTH MAUREEN AND BRYAN HOFFMANN. ALL CALLS WENT UNANSWERED AND TO THE VOICEMAIL. MESSAGES WERE LEFT AND THERE WAS NO CALL BACK AFTER APPROXIMATELY 15 MINUTES. AT THAT TIME KEVIN WILDER WAS CONTACTED TO DISCUSS ALTERNATE OPTIONS. KEVIN CALLED RMEO GIVING PERMISSION TO USE CAPITAL TRANSPORT SERVICES FOR THE REMOVALS.

9/10/2015	18-15-0351	SOMERSET	205 AIRPORT ROAD, BEDMINSTER	SCENE	N/A	N/A	N/A	N/A	JOE FANTASIA SENT ONE MEMBER OF HIS LIVERY PERSONNEL TO THE SCENE. A HIGH PRIORITY CASE (PLANE CRASH). *SEE BELOW*
9/10/2015	18-15-0351	SOMERSET	205 AIRPORT ROAD, BEDMINSTER	SCENE	N/A	N/A	N/A	N/A	CHRISTIAN TORRES HAD ASKED KIM WILLIAMS TO CONFIRM THAT JOE FANTASIA RECEIVED THE TEXT MESSAGE FOR AN ASSIGNMENT IN SOMERSET COUNTY AND THAT THE ASSIGNMENT WAS A HIGH PRIORTY CONCERN. DURING THE CONVERSATION KIM WILLIAMS BEGAN TO PLACE THE CALL ON SPEAKERPHONE IN THE PRESENCE OF LINDSEY SCOTT AND BRYAN HOFFMANN DUE TO THREATENING LANGUAGE AND TONE FROM JOE FANTASIA. THE COMMENTS HEARD COMING FROM THE SPEAKERPHONE FROM JOE FANTASIA WERE THAT HE WAS "GONNA KNOCK CHRISTIAN OUT" IF HE WAS GOING TO THAT SCENE AND "THERE WOULD BE TWO BODIES" BECAUSE OF AN EARLIER CASE WHERE JOE FANTASIA WAS NOT UTILIZEDAS THE LIVERY SERVICE. . JOE VERBALIZED THAT CHRISTIAN IS "TAKING FOOD OUT OF HIS MOUTH". KIM WILLIAMS MADE SEVERAL ATTEMPTS TO CONFIRM A CREW WAS RESPONDING. WHEN JOE FAILED TO ANSWER THE QUESTION, BRYAN HOFFMANN GOT ON THE PHONE AND ASKED JOE SEVERAL TIMES IF HE HAD A CREW RESPONDING TO THE ASSIGNMENT.JOE CONTINUED TO BE AGGRESSIVE/THREATENING ON THE PHONE AND WAS ASKED BY BRYAN HOFFMANN TO FORWARD HIS COMMENTS TO KEVIN WILDER. AFTER SEVERAL ATTEMPTS TO GET JOE TO CALM DOWN AND ANSWER THE QUESTIONABOUT RESPONDING TO THE ASSIGNMENT, JOE DID CONFIRM A CREW WAS RESPONDING AND BRYAN HOFFMANN ENDED TEH CALL WHILE JOE CONTINUED TO USE THREATENING LANGUAGE TOWARD CHRISTIAN TORRES.
9/10/2015	18-15-0350	SOMERSET	MANVILLE	SCENE	N/A	N/A	N/A	N/A	ON 09/10/2015, THE INVESTIGATIONS UNIT WAS UNDERSTAFFED WITH ONLY BRYAN HOFFMAN, SELMA DELIC (TRAINING) AND CHRISTIAN TORRES. A CALL CAME IN FOR A PEDESTRIAN STRUCK BY A TRAIN IN MANVILLE, NJ. THE CASE WAS TAKEN BY SELMA DELIC, BUT REQUIRED AN INVESTIGATOR TO GO WITH HER TO THE SCENE. SINCE THE SCENE WAS OUTDOORS AND REQUIRED A QUICK RESPONSE, CHRISTIAN TORRES CONTACTED CAPITAL TRANSPORT TO MAKE THE REMOVAL SINCE THEY WERE ALREADY IN THE AREA. CAPITAL WAS CONTACTED BECAUSE THE SCENE REQUIRED A QUICK RESPONSE DUE TO IT BEING AN OUTDOOR SCENE WITH THE BODY FULLY EXPOSED AND THE SCENE WAS HOLDING UP COMMUTER/FREIGHT TRAINS. COMMUNITY LIVERY WAS NEVER CONTACTED FOR THE SCENE. CAPTIAL WAS CONTACTED DIRECTLY.
9/8/2015	18-15-0349	SOMERSET	223 EAST HIGH STREET, SOMERVILLE	SCENE	2130HRS	2308HRS	2320HRS	0133HRS	COMMUNITY LIVERY SERVICES TOOK OVER 1.5HRS TO ARRIVE ON SCENE AND AN ADDITIONAL 2 HOURS TO RETURN TO RMEO WITH THE SUBJECT.
9/8/2015	09-15-0851	HUDSON	34 WEST 22ND STREET, BAYONNE	SCENE	0102HRS	0331HRS	0357HRS	0416HRS	INVESTIGATOR YETMAN CONTACTED LIVERY AT 0102HRS. THERE WAS NO RESPONSE TO THE SCENE SO DISPATCH CONTACTED THEM AGAIN AT 0216HRS. ONLY 1 PERSON RESPONDED TO THE SCENE AND DID NOT ARRIVE UNTIL MORE THAN 2 HOURS AFTER THE INITIAL CALL. .

9/6/2015	16-15-0699	PASSAIC	657 WARWICK TURNPIKE, HEWITT	SCENE	0853HRS	1105HRS	N/A	N/A	INVESTIGATOR WAITED APPROX. TWO HOURS FOR A RESPONSE TO THE SCENE.
9/4/2015	18-15-0346	SOMERSET	RWJUH - NB	BABY	1100HRS	1400HRS	1505HRS	1548HRS	AT APPROXIMATELY 2015HRS NJOTSN LIVERY ARRIVED TO REMOVE THE SUBJECT FOR TISSUE PROCUREMENT. AT THAT TIME, INVESTIGATOR SHARPLIN FOUND THE DECEDENT (4MTH OLD) IN A WHITE HOSPITAL BODY POUCH WRAPPED IN A SHEET. THE BODY BAG TAG WAS NOT SECURED, THERE WAS NO SEAL, AND THE BRACELET WAS NOT ATTACHED. SHARPLIN PROPERLY SECURED THE CHILD IN A BLUE, PEDIATRIC BODY BAG WITH ALL THE NECESSARY ATTACHMENTS. PHOTOS WILL BE UPLOADED TO THE K DRIVE. BODY BROUGHT IN BY J. CASCINA.
8/27/2105	07-15-1471	ESSEX	LIVINGSTON	SCENE	1421HRS	1720HRS			ON 08/27/2015 THIS CASE WAS REPORTED TO RMEO AT 1405HRS. IT WAS A DECOMPOSED BODY IN LIVINGSTON. LIVERY WAS NOTIFIED AT 1421HRS AND INVESTIGATOR S. CICALA ARRIVED ON SCENE AT 1500HRS. AT 1650HRS, S. CICALA CONTACTED J. FANTASIA VIA TEXT TO FIND OUT AN ETA FOR THE REPOSNDING LIVERY PERSONNEL. J. FANTASIA INFORMED S. CICALA THAT THE CREW WOULD BE 10 MINUTES. AFTER 10 MINUTES HAD PASSED AND THEY HAD NOT YET ARRIVED, CAPITAL TRANSPORT WAS CONTACTED. COMMUNITY'S PERONNEL (JOHN CASCINA) ARRIVED ON SCENE AT 1720HRS AND CAPITAL TRANSPORT WAS CANCELLED. JOHN CASCINA ARRIVED IN A RED EXCURSION AND INFORMED S. CICALA THAT HE DID NOT HAVE A BODY BAG. S. CICALA PROVIDED ONE FROM THE RMEO VEHICLE AND ADVISED KEVIN WILDER OF THE SITUATION. LATE TO A SCENE AND UNPREPARED.
8/27/2015	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	As of 08/06/25015, JOHN CASCINO WAS NOT APPROVED TO WORK. HE IS STILL RESPONDING TO REMOVALS.
8/27/2015	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	As of 07/23/2015, ALEX CZUERRA WAS NOT APPROVED TO WORK. HE IS STILL RESPONDING TO REMOVALS.
8/24/2015	09-15-0806	HUDSON	BMC	ACCEPTED	1800HRS	N/A	N/A	0930HRS	COMMUNITY LIVERY SERVICE DID NOT RESPOND TO THE HOSPITAL TO REMOVE THE SUBJECT AND BRING HER TO RMEO. WHEN JOE FANTASIA WAS CONTACTED ON 08/25/2015 AT APPROXIMATELY 0700HRS, HE STATED THAT ONE OF HIS VEHICLES GOT A FLAT TIRE AND NO ONE WAS ABLE TO PICK UP THE SUBJECT. HE ASKED THAT RMEO CONTACT CAPITAL LIVERY SERVICES TO BRING THE SUBJECT TO RMEO SINCE THEY ARE CLOSER AND THEIR RESPONSE TIME WOULD BE QUICKER.
8/24/2015	09-15-0805	HUDSON	NORTH BERGEN	SCENE	N/A	N/A	N/A	N/A	ONLY ONE LIVERY PERSONNEL ARRIVED ON SCENE

8/23/2015	09-15-0794	HUDSON		SCENE	N/A	N/A	N/A	N/A	ONLY ONE LIVERY PERSONNEL ARRIVED ON SCENE
8/23/2015	09-15-0790	HUDSON	322 AVENUE A, BAYONNE	SCENE	N/A	0920HRS	1023HRS	1047HRS	ONLY ONE LIVERY PERSONNEL ARRIVED ON SCENE
8/17/2015	18-15-0326	SOMERSET	232 MOUNT HOREB RD, WARREN	SCENE	2100HRS	2224HRS	2353HRS	0024HRS	ARRIVED AT ME MORGUE DATE IS INCORRECT (AFTER 0000HRS - DATE SHOULD BE 08/17/2015). NO INFORMATION IN CMS.
8/17/2015	18-15-0325	SOMERSET	232 MOUNT HOREB RD, WARREN	SCENE	2100HRS	2224HRS	2353HRS	0024HRS	ARRIVED AT ME MORGUE DATE IS INCORRECT (AFTER 0000HRS - DATE SHOULD BE 08/17/2015). NO INFORMATION IN CMS.
8/17/2015	18-15-0324	SOMERSET	232 MOUNT HOREB RD, WARREN	SCENE	2100HRS	2224HRS	2353HRS	0024HRS	ARRIVED AT ME MORGUE DATE IS INCORRECT (AFTER 0000HRS - DATE SHOULD BE 08/17/2015). NO INFORMATION IN CMS.
8/16/2015	16-15-0632	PASSAIC	27 FIRESTONE PLACE, WAYNE	SCENE	0910HRS	0950HRS	1044HRS	1119HRS	NO INFORMATION ENTERED IN CMS.
8/16/2015	16-15-0631	PASSAIC	WARD ST, PATERSON	SCENE	0725HRS	0758HRS	N/A	0930HRS	NO DEPARTED FROM SCENE TIME ENTERED ON LIVERY SHEET. NO INFO ENTERED IN CMS.
8/16/2015	07-15-1406	ESSEX	SBMC	ACCEPTED	1610HRS	1710HRS	1730HRS	N/A	NO ARRIVAL AT RMEO TIME ON LIVERY SHEET OR IN BOOK. INFO NOT ENTERED INTO CMS. PERSONNEL WITH NO ID OR APPROVAL TO WORK.
7/12/2015	16-15-0523	PASSAIC	16 CRESECENT ROAD, WAYNE	SCENE	1150HRS	1235HRS	1315HRS	1346HRS	TIMES ARE INCORRECT ON LIVERY SHEET - NEED TO USE 24HR TIME. PERSONNEL WITH NO ID OR APPROVAL TO WORK.
7/11/2015	18-15-0282	SOMERSET	ROUTE 78 WEST	SCENE	2145HRS	2315HRS	0020HRS	0040HRS	ARRIVED LATE TO CALL, PERSONNEL WITH NO ID OR APPROVAL TO WORK. TIMES ARE INCORRRECT ON THE LIVERY SHEET - NEED TO USE 24HR TIME.
7/11/2015	18-15-0281	SOMERSET	ROUTE 78 WEST	SCENE	2145HRS	2315HRS	0020HRS	0040HRS	ARRIVED LATE TO CALL, PERSONNEL WITH NO ID OR APPROVAL TO WORK.
6/17/2015	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	LIVERY PERSONNEL NOT COMPLETING THE LIVERY SHEETS INCLUDING TIMES. (RENZO CAMPOS)
6/15/2015	09-15-0577	HUDSON	JCMC	ACCEPTED	2330hrs	N/A	N/A	0855HRS	LIVERY WAS CONTACTED AT 2330HRS ON 06/15/2015 BY MG. CASE DID NOT ARRIVE AT RMEO UNTIL 0855HRS ON 06/16/2105.

6/12/2015	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	LIVERY PERSONNEL NOT COMPLETING LIVERY SHEETS/DOES NOT WRITE TIMES. (RENZO CAMPOS)
6/7/2015	07-15-0983	ESSEX	SJHMC	ACCEPTED	0019HRS	N/A	N/A	N/A	AT 0630HRS WILL CROIX CONTACTED RMEO FOR INFORMATION ON THIS CASE. STATED THAT HE WAS UNABLE TO GET IN TOUCH WITH J. FANTASIA TO OBTAIN INFO & PICK UP SUBJECT - AT THE SAME TIME RMEO WAS RESPONDING TO A SCENE WHICH ALSO REQUIRED LIVERY.
6/5/2015	16-15-0429	PASSAIC	N/A	SCENE	N/A	N/A	N/A	N/A	TWO LIVERY PERSONNEL ARRIVED ON SCENE, BUT ONLY ONE NAME WAS WRITTEN ON THE LIVERY SHEET (J. WARGO). ADDITIONALLY, THE UNNAMED LIVERY PERSONNEL DID NOT HAVE ID. J WARGO STATED: "HE IS THE NEW GUY AND DOESN'T HAVE ONE YET." THE CHECK-IN PORTION OF CMS WAS ALSO NOT COMPLETED FOR THIS CASE PRIOR TO LIVERY LEAVING RMEO.
5/22/2015	09-15-0504	HUDSON	CHJC	ACCEPTED	0545HRS	0822HRS	1030HRS	1108HRS	LIVERY NOTIFIED VIA PHONE AT 0545HRS. J. FANTASIA STATED THAT HE WOULD CALL RMEO INVESTIGATOR BACK. AT 0730HRS, AFTER NO CALL HAD BEEN RETURNED BY J. FANTASIA, THE INVESTIGATOR FOLLOWED UP ON THE CASE WITH A TEXT MESSAGE TO J. FANTASIA. J. FANTASIA STATED THAT THE CASE WAS "IN ROUTE." HE WAS ASKED ABOUT CASE 18-15-0226 AT THIS TIME AS ALSO RESPONDED THAT THE CASE WAS "IN ROUTE."
5/21/2015-05/22/2015	18-15-0226	SOMERSET		BABY	1910HRS	N/A	N/A	1139HRS	BABY CASE REPORTED TO LIVERY ON 05/21/2015 AT 1910HRS. AT THAT TIME INVESTIGATOR REPORTED THAT ALL ADDITIONAL ITEMS INCLUDING CHART, BLOOD AND IMAGES HAD ALREADY BEEN ORDERED AND WERE READY FOR PICK UP. THE SUBJECT DID NOT ARRIVED AT RMEO UNTIL 1139HRS ON 05/22/2015.
5/11/2015	09-15-0467	HUDSON	JCMC	ACCEPTED	N/A	N/A	N/A	N/A	SUBJECT BROUGHT TO RMEO WITHOUT ORANGE ANKLE BAND
5/6/2015	09-15-0444 09-15-0445	HUDSON	TPK	ACCIDENT	0415HRS	N/A	N/A	N/A	LIVERY WAS INFORMED OF LOCATION SEVERAL TIMES-ESCORT FOR LIVERY WAS NEEDED FOR DIRECTIONS
4/28/2015	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	LIVERY NOT EQUIPED WITH EZ PASS-DELAYS SCENE RESPONSE

State of New Jersey
Standard Terms and Conditions

1. **STANDARD TERMS AND CONDITIONS APPLICABLE TO THE CONTRACT**- Unless the bidder/offeror is specifically instructed otherwise in the Request for Proposals (RFP), the following terms and conditions shall apply to all contracts or purchase agreements made with the State of New Jersey. These terms are in addition to the terms and conditions set forth in the RFP and should be read in conjunction with same unless the RFP specifically indicates otherwise. In the event that the bidder/offeror would like to present terms and conditions that are in conflict with either these terms and conditions or those set forth in the RFP, the bidder/offeror must present those conflicts during the Question and Answer period for the State to consider. Any conflicting terms and conditions that the State is willing to accept will be reflected in an addendum to the RFP. The State's terms and conditions shall prevail over any conflicts set forth in a bidder/offeror's proposal that were not submitted through the question and answer process and approved by the State. Nothing in these terms and conditions shall prohibit the Director of the Division of Purchase and Property (Director) from amending a contract when the Director determines it is in the best interests of the State.

2. **STATE LAW REQUIRING MANDATORY COMPLIANCE BY ALL CONTRACTORS** - The statutes, laws or codes cited herein are available for review at the New Jersey State Library, 185 West State Street, Trenton, New Jersey 08625.

2.1 **BUSINESS REGISTRATION** – Pursuant to N.J.S.A. 52:32-44, the State is prohibited from entering into a contract with an entity unless the bidder and each subcontractor named in the proposal have a valid Business Registration Certificate on file with the Division of Revenue.

The contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall, during the term of the contract, 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, P.L. 1966, c. 30 (N.J.S.A. 54:32B-1 et seq.) on all their sales of tangible personal property delivered into the State. Any questions in this regard can be directed to the Division of Revenue at (609) 292-1730. Form NJ-REG can be filed online at http://www.state.nj.us/treasury/revenue/busregcert.shtml.

2.2 **ANTI-DISCRIMINATION** - All parties to any contract with the State agree not to discriminate in employment and agree to abide by all anti-discrimination laws including those contained within N.J.S.A. 10:2-1 through N.J.S.A. 10:2-4, N.J.S.A. l0:5-1 et seq. and N.J.S.A. l0:5-31 through 10:5-38, and all rules and regulations issued thereunder are hereby incorporated by reference.

2.3 **PREVAILING WAGE ACT** - The New Jersey Prevailing Wage Act, N.J.S.A. 34: 11-56.26 et seq. is hereby made part of every contract entered into on behalf of the State of New Jersey through the Division of Purchase and Property, except those contracts which are not within the contemplation of the Act. The bidder's signature on [this proposal] is his guarantee that neither he nor any subcontractors he might employ to perform the work covered by [this proposal] has been suspended or debarred by the Commissioner, Department of Labor for violation of the provisions of the Prevailing Wage Act and/or the Public Works Contractor Registration Acts; the bidder's signature on the proposal is also his guarantee that he and any subcontractors he might employ to perform the work covered by [this proposal] shall comply with the provisions of the Prevailing Wage and Public Works Contractor Registration Acts, where required.

2.4 **AMERICANS WITH DISABILITIES ACT** - The contractor must comply with all provisions of the Americans with Disabilities Act (ADA), P.L 101-336, in accordance with 42 U.S.C. 12101, et seq.

2.5 **MACBRIDE PRINCIPLES** – The bidder must certify pursuant to N.J.S.A. 52:34-12.2 that it either has no ongoing business activities in Northern Ireland and does not maintain a physical presence therein or that it will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principles of nondiscrimination in employment as set forth in N.J.S.A. 52:18A-89.5 and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of their compliance with those principles.

2.6 **PAY TO PLAY PROHIBITIONS** – Pursuant to N.J.S.A. 19:44A-20.13 et seq (L.2005, c. 51), and specifically, N.J.S.A. 19:44A-20.21, it shall be a breach of the terms of the contract for the business entity to:

a. make or solicit a contribution in violation of the statute;
b. knowingly conceal or misrepresent a contribution given or received;
c. make or solicit contributions through intermediaries for the purpose of concealing or misrepresenting the source of the contribution;

d. make or solicit any contribution on the condition or with the agreement that it will be contributed to a campaign committee or any candidate of holder of the public office of Governor, or to any State or county party committee;
e. engage or employ a lobbyist or consultant with the intent or understanding that such lobbyist or consultant would make or solicit any contribution, which if made or solicited by the business entity itself, would subject that entity to the restrictions of the Legislation;
f. fund contributions made by third parties, including consultants, attorneys, family members, and employees;
g. engage in any exchange of contributions to circumvent the intent of the Legislation; or
h. directly or indirectly through or by any other person or means, do any act which would subject that entity to the restrictions of the Legislation.

2.7 **POLITICAL CONTRIBUTION DISCLOSURE** – The contractor is advised of its responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission (ELEC), pursuant to N.J.S.A. 19:44A-20.27 (L. 2005, c. 271, §3 as amended) if in a calendar year the contractor receives one or more contracts valued at $50,000.00 or more. It is the contractor's responsibility to determine if filing is necessary. Failure to file can result in the imposition of penalties by ELEC. Additional information about this requirement is available from ELEC by calling 1(888) 313-3532 or on the internet at http://www.elec.state.nj.us/.

2.8 **STANDARDS PROHIBITING CONFLICTS OF INTEREST** - The following prohibitions on contractor activities shall apply to all contracts or purchase agreements made with the State of New Jersey, pursuant to Executive Order No. 189 (1988).

a. No vendor shall pay, offer to pay, or agree to pay, either directly or indirectly, any fee, commission, compensation, gift, gratuity, or other thing of value of any kind to any State officer or employee or special State officer or employee, as defined by N.J.S.A. 52:13D-13b. and e., in the Department of the Treasury or any other agency with which such vendor transacts or offers or proposes to transact business, or to any member of the immediate family, as defined by N.J.S.A. 52:13D-13i., of any such officer or employee, or partnership, firm or corporation with which they are employed or associated, or in which such officer or employee has an interest within the meaning of N.J.S.A. 52: 13D-13g.
b. The solicitation of any fee, commission, compensation, gift, gratuity or other thing of value by any State officer or employee or special State officer or employee from any State vendor shall be reported in writing forthwith by the vendor to the Attorney General and the Executive Commission on Ethical Standards.
c. No vendor may, directly or indirectly, undertake any private business, commercial or entrepreneurial relationship with, whether or not pursuant to employment, contract or other agreement, express or implied, or sell any interest in such vendor to, any State officer or employee or special State officer or employee having any duties or responsibilities in connection with the purchase, acquisition or sale of any property or services by or to any State agency or any instrumentality thereof, or with any person, firm or entity with which he is employed or associated or in which he has an interest within the meaning of N.J.S.A. 52: 130-13g. Any relationships subject to this provision shall be reported in writing forthwith to the Executive Commission on Ethical Standards, which may grant a waiver of this restriction upon application of the State officer or employee or special State officer or employee upon a finding that the present or proposed relationship does not present the potential, actuality or appearance of a conflict of interest.
d. No vendor shall influence, or attempt to influence or cause to be influenced, any State officer or employee or special State officer or employee in his official capacity in any manner which might tend to impair the objectivity or independence of judgment of said officer or employee.
e. No vendor shall cause or influence, or attempt to cause or influence, any State officer or employee or special State officer or employee to use, or attempt to use, his official position to secure unwarranted privileges or advantages for the vendor or any other person.
f. The provisions cited above in paragraphs 2.8a through 2.8e shall not be construed to prohibit a State officer or employee or Special State officer or employee from receiving gifts from or contracting with vendors under the same terms and conditions as are offered or made available to members of the general public subject to any guidelines the Executive Commission on Ethical Standards may promulgate under paragraph 3c of Executive Order No. 189.

2.9 **NOTICE TO ALL CONTRACTORS SET-OFF FOR STATE TAX NOTICE** - Pursuant to L 1995, c. 159, effective January 1, 1996, and notwithstanding any provision of the law to the contrary, whenever any taxpayer, partnership or S corporation under contract to provide goods or services or construction projects to the State of New Jersey or its agencies or instrumentalities, including the legislative and judicial branches of State government, is entitled to payment for those goods or services at the same time a taxpayer, partner or shareholder of that entity is indebted for any State tax, the Director of the Division of Taxation shall seek to set

off that taxpayer's or shareholder's share of the payment due the taxpayer, partnership, or S corporation. The amount set off shall not allow for the deduction of any expenses or other deductions which might be attributable to the taxpayer, partner or shareholder subject to set-off under this act.

The Director of the Division of Taxation shall give notice to the set-off to the taxpayer and provide an opportunity for a hearing within thirty (30) days of such notice under the procedures for protests established under R.S. 54:49-18. No requests for conference, protest, or subsequent appeal to the Tax Court from any protest under this section shall stay the collection of the indebtedness. Interest that may be payable by the State, pursuant to P.L. 1987, c.184 (c.52:32-32 et seq.), to the taxpayer shall be stayed.

2.10 **COMPLIANCE - LAWS** - The contractor must comply with all local, State and Federal laws, rules and regulations applicable to this contract and to the goods delivered and/or services performed hereunder.

2.11 **COMPLIANCE - STATE LAWS** - It is agreed and understood that any contracts and/or orders placed as a result of [this proposal] shall be governed and construed and the rights and obligations of the parties hereto shall be determined in accordance with the laws of the STATE OF NEW JERSEY.

3. STATE LAW REQUIRING MANDATORY COMPLIANCE BY CONTRACTORS UNDER CIRCUMSTANCES SET FORTH IN LAW OR BASED ON THE TYPE OF CONTRACT

3.1 **COMPLIANCE - CODES** – The contractor must comply with NJUCC and the latest NEC70, B.O.C.A. Basic Building code, OSHA and all applicable codes for this requirement. The contractor shall be responsible for securing and paying all necessary permits, where applicable.

3.2 **PUBLIC WORKS CONTRACTOR REGISTRATION ACT** - The New Jersey Public Works Contractor Registration Act requires all contractors, subcontractors and lower tier subcontractor(s) who engage in any contract for public work as defined in N.J.S.A. 34:11-56.26 be first registered with the New Jersey Department of Labor and Workforce Development. Any questions regarding the registration process should be directed to the Division of Wage and Hour Compliance at (609) 292-9464.

3.3 **PUBLIC WORKS CONTRACT - ADDITIONAL AFFIRMATIVE ACTION REQUIREMENTS** - N.J.S.A. 10:5-33 and N.J.A.C. 17:27-3.5 require that during the performance of this contract, the contractor must agree as follows:

a) 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 take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause;

b) 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;

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

N.J.A.C. 17:27-3.7 requires all contractors and subcontractors, if any, to further agree as follows;

1. 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.
2. The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.
3. 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.
4. 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.

3.4 **BUILDING SERVICE** – Pursuant to N.J.S.A. 34:11-56.58 et seq., in any contract for building services, as defined in N.J.S.A. 34:11-56.59, the employees of the contractor or subcontractors shall be paid prevailing wage for building services rates, as defined in N.J.S.A. 34:11.56.59. The prevailing wage shall be adjusted annually during the term of the contract.

3.5 **THE WORKER AND COMMUNITY RIGHT TO KNOW ACT** - The provisions of N.J.S.A. 34:5A-I et seq. which require the labeling of all containers of hazardous substances are applicable to this contract. Therefore, all goods offered for purchase to the State must be labeled by the contractor in compliance with the provisions of the statute.

3.6 **SERVICE PERFORMANCE WITHIN U.S.** – Under N.J.S.A. 52:34-13.2, all contracts primarily for services awarded by the Director shall be performed within the United States, except when the Director certifies in writing a finding that a required service cannot be provided by a contractor or subcontractor within the United States and the certification is approved by the State Treasurer.

A shift to performance of services outside the United States during the term of the contract shall be deemed a breach of contract. If, during the term of the contract, the contractor or subcontractor, proceeds to shift the performance of any of the services outside the United States, the contractor shall be deemed to be in breach of its contract, which contract shall be subject to termination for cause pursuant to Section 5.7(b)(1) of the Standard Terms and Conditions, unless previously approved by the Director and the Treasurer.

3.7 **BUY AMERICAN** – Pursuant to N.J.S.A. 52:32-1, if manufactured items or farm products will be provided under this contract to be used in a public work, they shall be manufactured or produced in the United States and the contractor shall be required to so certify.

4. INDEMNIFICATION AND INSURANCE

4.1 **INDEMNIFICATION** - The contractor's liability to the State and its employees in third party suits shall be as follows:

(a) Indemnification for Third Party Claims - The contractor shall assume all risk of and responsibility for, and agrees to indemnify, defend, and save harmless the State of New Jersey and its employees from and against any and all claims, demands, suits, actions, recoveries, judgments and costs and expenses in connection therewith which shall arise from or result directly or indirectly from the work and/or materials supplied under this contract, including liability of any nature or kind for or on account of the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of this contract.

(b) The contractor's indemnification and liability under subsection (a) is not limited by, but is in addition to the insurance obligations contained in Section 4.2 of these Terms and Conditions.

(c) In the event of a patent and copyright claim or suit, the contractor, at its option, may: (1) procure for the State of New Jersey the legal right to continue the use of the product; (2) replace or modify the product to provide a non-infringing product that is the functional equivalent; or (3) refund the purchase price less a reasonable allowance for use that is agreed to by both parties.

4.2 **INSURANCE** - The contractor shall secure and maintain in force for the term of the contract insurance as provided herein. All required insurance shall be provided by insurance companies with an A- VIII or better rating by A.M. Best & Company. The contractor shall provide the State with current certificates of insurance for all coverages and renewals thereof, and the certificates shall reflect that the insurance policies shall not be canceled for any reason except after sixty (60) days written notice to the State. Certificates of renewals shall be provided within thirty (30) days of the expiration of the insurance. The contractor shall not begin to provide services or goods to the State until evidence of the required insurance is provided. The certificates of insurance shall indicate the contract number or purchase order number and title of the contract in the Description of Operations box and shall list the State of New Jersey, Department of the Treasury, Division of Purchase & Property, Contract Compliance & Audit Unit, PO Box 236, Trenton, New Jersey 08625 in the Certificate Holder box. The certificates and any notice of cancelation shall be emailed to the State at:

ccau.certificate@treas.state.nj.us

The insurance to be provided by the contractor shall be as follows:

a. Occurrence Form Comprehensive General Liability Insurance or its equivalent: The minimum limit of liability shall be $1,000,000 per occurrence as a combined single limit for bodily injury and property damage. The above required Comprehensive General Liability Insurance policy or its equivalent shall name the State, its officers, and employees as "Additional Insureds" and include the blanket additional insured endorsement or its equivalent. The coverage to be provided under these policies shall be at least as broad as that provided by the standard basic, unamended, and unendorsed Comprehensive General Liability Insurance occurrence coverage forms or its equivalent currently in use in the State of New Jersey, which shall not be circumscribed by any endorsement limiting the breadth of coverage.

b. Automobile Liability Insurance which shall be written to cover any automobile used by the insured. Limits of liability for bodily injury and property damage shall not be less than $1 million per occurrence as a combined single limit. The State must be named as an "Additional Insured" and a blanket additional insured endorsement or its equivalent must be provided when the services being procured involve vehicle use on the State's behalf or on State controlled property.

c. Worker's Compensation Insurance applicable to the laws of the State of New Jersey and Employers Liability Insurance with limits not less than:

$1,000,000 BODILY INJURY, EACH OCCURRENCE
$1,000,000 DISEASE EACH EMPLOYEE
$1,000,000 DISEASE AGGREGATE LIMIT

d. This $1 million amount may have been raised by the RFP when deemed necessary by the Director.

e. In the case of a contract entered into pursuant to N.J.S.A. 52:32-17, et.seq., (small business set asides) the minimum amount of insurance coverage in subsections a., b., and c. above may have been lowered in the RFP for certain commodities when deemed in the best interests of the State by the Director.

5. TERMS GOVERNING ALL CONTRACTS

5.1 **CONTRACTOR IS INDEPENDENT CONTRACTOR** – The contractor's status shall be that of any independent contractor and not as an employee of the State.

5.2 **CONTRACT AMOUNT** - The estimated amount of the contract(s), when stated on the RFP form, shall not be construed as either the maximum or minimum amount which the State shall be obliged to order as the result of the RFP or any contract entered into as a result of the RFP.

5.3 **CONTRACT TERM AND EXTENSION OPTION** - If, in the opinion of the Director, it is in the best interest of the State to extend a contract, the contractor shall be so notified of the Director's Intent at least thirty (30) days prior to the expiration date of the existing contract. The contractor shall have fifteen (15) calendar days to respond to the Director's request to extend the term and period of performance of the contract. If the contractor agrees to the extension, all terms and conditions including pricing of the original contract shall apply unless more favorable terms for the State have been negotiated.

5.4 **STATE'S OPTION TO REDUCE SCOPE OF WORK** – The State has the option, in its sole discretion, to reduce the scope of work for any deliverable, task or subtask called for under this contract. In such an event, the Director shall provide to the contractor advance written notice of the change in scope of work and what the

Director believes should be the corresponding adjusted contract price. Within five (5) business days of receipt of such written notice, if either is applicable:

(a) If the contractor does not agree with the Director's proposed adjusted contract price, the contractor shall submit to the Director any additional information that the contractor believes impacts the adjusted contract price with a request that the Director reconsider the proposed adjusted contract price. The parties shall negotiate the adjusted contract price. If the parties are unable to agree on an adjusted contract price, the Director shall make a prompt decision taking all such information into account, and shall notify the contractor of the final adjusted contract price.

(b) If the contractor has undertaken any work effort toward a deliverable, task or subtask that is being changed or eliminated such that it would not be compensated under the adjusted contract, the contractor shall be compensated for such work effort according to the applicable portions of its price schedule and the contractor shall submit to the Director an itemization of the work effort already completed by deliverable, task or subtask within the scope of work, and any additional information the Director may request. The Director shall make a prompt decision taking all such information into account, and shall notify the contractor of the compensation to be paid for such work effort.

5.5 **CHANGE IN LAW** – Whenever a change in applicable law or regulation affects the scope of work, the Director shall provide written notice to the contractor of the change and the Director's determination as to the corresponding adjusted change in the scope of work and corresponding adjusted contract price. Within five (5) business days of receipt of such written notice, if either is applicable:

(a) If the contractor does not agree with the adjusted contract price, the contractor shall submit to the Director any additional information that the contractor believes impacts the adjusted contract price with a request that the Director reconsider the adjusted contract price. The Director shall make a prompt decision taking all such information into account, and shall notify the contractor of the final adjusted contract price.

(b) If the contractor has undertaken any work effort toward a deliverable, task or subtask that is being changed or eliminated such that it would not be compensated under the adjusted contract, the contractor shall be compensated for such work effort according to the applicable portions of its price schedule and the contractor shall submit to the Director an itemization of the work effort already completed by deliverable, task or subtask within the scope of work, and any additional information the Director may request. The Director shall make a prompt decision taking all such information into account, and shall notify the contractor of the compensation to be paid for such work effort.

5.6 **SUSPENSION OF WORK** - The State may, for valid reason, issue a stop order directing the contractor to suspend work under the contract for a specific time. The contractor shall be paid for goods ordered, goods delivered, or services requested and performed until the effective date of the stop order. The contractor shall resume work upon the date specified in the stop order, or upon such other date as the State Contract Manager may thereafter direct in writing. The period of suspension shall be deemed added to the contractor's approved schedule of performance. The Director shall make an equitable adjustment, if any is required, to the contract price. The contractor shall provide whatever information that Director may require related to the equitable adjustment.

5.7 **TERMINATION OF CONTRACT**

a. For Convenience
Notwithstanding any provision or language in this contract to the contrary, the Director may terminate this contract at any time, in whole or in part, for the convenience of the State, upon no less than thirty (30) days written notice to the contractor.

b. For Cause
1. Where a contractor fails to perform or comply with a contract or a portion thereof, and/or fails to comply with the complaints procedure in N.J.A.C. 17: 12-4.2 et seq., the Director may terminate the contract, in whole or in part, upon ten (10) days notice to the contractor with an opportunity to respond.
2. Where in the reasonable opinion of the Director, a contractor continues to perform a contract poorly as demonstrated by e.g., formal complaints, late delivery, poor performance of service, short-shipping, so that the Director is required to use the complaints procedure in N.J.A.C. 17:12-4.2 et seq., and there has been a failure on the part of the contractor to make progress towards ameliorating the issue(s) or problem(s) set forth in the complaint, the Director may terminate the contract, in whole or in part, upon ten (10) days notice to the contractor with an opportunity to respond.

c. In cases of emergency the Director may shorten the time periods of notification and may dispense with an opportunity to respond.

d. In the event of termination under this section, the contractor shall be compensated for work performed in accordance with the contract, up to the date of termination. Such compensation may be subject to adjustments.

5.8 SUBCONTRACTING OR ASSIGNMENT –

a. Subcontracting: The contractor may not subcontract other than as identified in the contractor's proposal without the prior written consent of the Director. Such consent, if granted in part, shall not relieve the contractor of any of his responsibilities under the contract, nor shall it create privity of contract between the State and any subcontractor. If the contractor uses a subcontractor to fulfill any of its obligations, the contractor shall be responsible for the subcontractor's: (a) performance; (b) compliance with all of the terms and conditions of the contract; and (c) compliance with the requirements of all applicable laws.

b. Assignment: The contractor may not assign its responsibilities under the contract, in whole or in part, without the prior written consent of the Director.

5.9 NO CONTRACTUAL RELATIONSHIP BETWEEN SUBCONTRACTORS AND STATE - Nothing contained in any of the contract documents, including the RFP and vendor's bid or proposal shall be construed as creating any contractual relationship between any subcontractor and the State.

5.10 MERGERS, ACQUISITIONS - If, during the term of this contract, the contractor shall merge with or be acquired by another firm, the contractor shall give notice to the Director as soon as practicable and in no event longer than thirty (30) days after said merger or acquisition. The contractor shall provide such documents as may be requested by the Director, which may include but need not be limited to the following: corporate resolutions prepared by the awarded contractor and new entity ratifying acceptance of the original contract, terms, conditions and prices; updated information including ownership disclosure and Federal Employer Identification Number. The documents must be submitted within thirty (30) days of the request. Failure to do so may result in termination of the contract for cause.

If, at any time during the term of the contract, the contractor's partnership, limited liability company, limited liability partnership, professional corporation, or corporation shall dissolve, the Director must be so notified. All responsible parties of the dissolved business entity must submit to the Director in writing, the names of the parties proposed to perform the contract, and the names of the parties to whom payment should be made. No payment shall be made until all parties to the dissolved business entity submit the required documents to the Director.

5.11 PERFORMANCE GUARANTEE OF CONTRACTOR - The contractor hereby certifies that:

a. The equipment offered is standard new equipment, and is the manufacturer's latest model in production, with parts regularly used for the type of equipment offered; that such parts are all in production and not likely to be discontinued; and that no attachment or part has been substituted or applied contrary to manufacturer's recommendations and standard practice.

b. All equipment supplied to the State and operated by electrical current is UL listed where applicable.

c. All new machines are to be guaranteed as fully operational for the period stated in the contract from time of written acceptance by the State. The contractor shall render prompt service without charge, regardless of geographic location.

d. Sufficient quantities of parts necessary for proper service to equipment shall be maintained at distribution points and service headquarters.

e. Trained mechanics are regularly employed to make necessary repairs to equipment in the territory from which the service request might emanate within a 48-hour period or within the time accepted as industry practice.

f. During the warranty period the contractor shall replace immediately any material which is rejected for failure to meet the requirements of the contract.

g. All services rendered to the State shall be performed in strict and full accordance with the specifications stated in the contract. The contract shall not be considered complete until final approval by the State's using agency is rendered.

5.12 DELIVERY REQUIREMENTS -

a. Deliveries shall be made at such time and in such quantities as ordered in strict accordance with conditions contained in the contract.

b. The contractor shall be responsible for the delivery of material in first class condition to the State's using agency or the purchaser under this contract and in accordance with good commercial practice.

c. Items delivered must be strictly in accordance with the contract.

d. In the event delivery of goods or services is not made within the number of days stipulated or under the schedule defined in the contract, the using agency shall be authorized to obtain the material or service from any available source, the difference in price, if any, to be paid by the contractor.

5.13 **APPLICABLE LAW AND JURISDICTION** - This contract and any and all litigation arising therefrom or related thereto shall be governed by the applicable laws, regulations and rules of evidence of the State of New Jersey without reference to conflict of laws principles and shall be filed in the appropriate Division of the New Jersey Superior Court.

5.14. **CONTRACT AMENDMENT** – Except as provided herein, the contract may only be amended by written agreement of the State and the contractor.

5.15 **MAINTENANCE OF RECORDS** - The contractor shall maintain records for products and/or services delivered against the contract for a period of five (5) years from the date of final payment unless otherwise specified in the RFP. Such records shall be made available to the State, including the Comptroller, for audit and review.

5.16 **ASSIGNMENT OF ANTITRUST CLAIM(S)** - The contractor recognizes that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the ultimate purchaser. Therefore, and as consideration for executing this contract, the contractor, acting herein by and through its duly authorized agent, hereby conveys, sells, assigns, and transfers to the State of New Jersey, for itself and on behalf of its political subdivisions and public agencies, all right, title and interest to all claims and causes of action it may now or hereafter acquire under the antitrust laws of the United States or the State of New Jersey, relating to the particular goods and services purchased or acquired by the State of New Jersey or any of its political subdivisions or public agencies pursuant to this contract.

In connection with this assignment, the following are the express obligations of the contractor:

a. It shall take no action that will in any way diminish the value of the rights conveyed or assigned hereunder.
b. It shall advise the Attorney General of New Jersey:
   1. in advance of its intention to commence any action on its own behalf regarding any such claim or cause(s) of action;
   2. immediately upon becoming aware of the fact that an action has been commenced on its behalf by some other person(s) of the pendency of such action.
c. It shall notify the defendants in any antitrust suit of the within assignment at the earliest practicable opportunity after the contractor has initiated an action on its own behalf or becomes aware that such an action has been filed on its behalf by another person. A copy of such notice shall be sent to the Attorney General of New Jersey.
d. It is understood and agreed that in the event any payment under any such claim or cause of action is made to the contractor, it shall promptly pay over to the State of New Jersey the allotted share thereof, if any, assigned to the State hereunder.

6. TERMS RELATING TO PRICE AND PAYMENT

6.1 **PRICE FLUCTUATION DURING CONTRACT** - Unless otherwise agreed to in writing by the State, all prices quoted shall be firm through issuance of contract or purchase order and shall not be subject to increase during the period of the contract.

In the event of a manufacturer's or contractor's price decrease during the contract period, the State shall receive the full benefit of such price reduction on any undelivered purchase order and on any subsequent order placed during the contract period. The Director must be notified, in writing, of any price reduction within five (5) days of the effective date.

Failure to report price reductions may result in cancellation of contract for cause, pursuant to provision 5.7(b)1.

6.2 **TAX CHARGES** - The State of New Jersey is exempt from State sales or use taxes and Federal excise taxes. Therefore, price quotations must not include such taxes. The State's Federal Excise Tax Exemption number is 22-75-0050K.

6.3 **PAYMENT TO VENDORS** -

a. The using agency(ies) is (are) authorized to order and the contractor is authorized to ship only those items covered by the contract resulting from the RFP. If a review of orders placed by the using agency(ies) reveals that goods and/or services other than that covered by the contract have been ordered and delivered, such delivery shall be a violation of the terms of the contract and may be considered by the Director as a basis to terminate the contract and/or not award the contractor a subsequent contract. The Director may take such steps as are necessary to have the items returned by

the agency, regardless of the time between the date of delivery and discovery of the violation. In such event, the contractor shall reimburse the State the full purchase price.

b. The contractor must submit invoices to the using agency with supporting documentation evidencing that work or goods for which payment is sought has been satisfactorily completed or delivered. For commodity contracts, the invoice, together with the original Bill of Lading, express receipt and other related papers must be sent to the State Contract Manager or using agency on the date of each delivery. For contracts featuring services, invoices must reference the tasks or subtasks detailed in the Scope of Work section of the RFP and must be in strict accordance with the firm, fixed prices submitted for each task or subtask on the RFP pricing sheets. When applicable, invoices should reference the appropriate RFP price sheet line number from the contractor's bid proposal. All invoices must be approved by the State Contract Manager or using agency before payment will be authorized.

c. In all time and materials contracts, the State Contract Manager or designee shall monitor and approve the hours of work and the work accomplished by contractor and shall document both the work and the approval. Payment shall not be made without such documentation. A form of timekeeping record that should be adapted as appropriate for the Scope of Work being performed can be found at www.nj.gov/treasury/purchase/forms/Vendor_Timesheet.xls.

d The contractor shall provide, on a monthly and cumulative basis, a breakdown in accordance with the budget submitted, of all monies paid to any small business, minority or woman-owned subcontractor(s). This breakdown shall be sent to the Chief of Operations, Division of Revenue, P.O. Box 628, Trenton, NJ 08646.

6.4 **OPTIONAL PAYMENT METHOD: P-CARD** - The State offers contractors the opportunity to be paid through the MasterCard procurement card (p-card). A contractor's acceptance and a State agency's use of the p-card are optional. P-card transactions do not require the submission of a contractor invoice; purchasing transactions using the p-card will usually result in payment to a contractor in three (3) days. A contractor should take note that there will be a transaction-processing fee for each p-card transaction. To participate, a contractor must be capable of accepting the MasterCard. Additional information can be obtained from banks or merchant service companies.

6.5 **NEW JERSEY PROMPT PAYMENT ACT** - The New Jersey Prompt Payment Act, N.J.S.A. 52:32-32 et seq., requires state agencies to pay for goods and services within sixty (60) days of the agency's receipt of a properly executed State Payment Voucher or within sixty (60) days of receipt and acceptance of goods and services, whichever is later. Properly executed performance security, when required, must be received by the State prior to processing any payments for goods and services accepted by state agencies. Interest will be paid on delinquent accounts at a rate established by the State Treasurer. Interest shall not be paid until it exceeds $5.00 per properly executed invoice.

Cash discounts and other payment terms included as part of the original agreement are not affected by the Prompt Payment Act.

6.6 **AVAILABILITY OF FUNDS** – The State's obligation to make payment under this contract is contingent upon the availability of appropriated funds and receipt of revenues from which payment for contract purposes can be made. No legal liability on the part of the State for payment of any money shall arise unless and until funds are appropriated each fiscal year to the using agency by the State Legislature and made available through receipt of revenues.