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# CITY OF ELIZABETH, COUNTY OF UNION, NEW JERSEY

REQUEST FOR PROPOSAL

UTILITY AUDIT – COST RECOVERY/COST CONTAINMENT

SUBMISSION DEADLINE

4:00 P.M.  
SEPTEMBER 8, 2017

COMPLETE ALL FORMS REQUIRED IN THE SPECIFICATIONS.  
SUBMIT ONE (1) ORIGINAL AND TWO (2) COPIES TO THE ATTENTION OF:

BRIDGET S. ANDERSON, BUSINESS ADMINISTRATOR  
DEPARTMENT OF ADMINISTRATION  
CITY OF ELIZABETH  
50 WINFIELD SCOTT PLAZA  
ELIZABETH, NJ 07201

## REQUEST FOR PROPOSAL RFP 2017

**August 10, 2017**

Subject: **RFP 2017 Utility Audit- Cost Recovery/Cost Containment**  
**The City of Elizabeth is accepting Proposals from qualified firms for:**

Utility Audit - Cost Recovery/Cost Containment

Proposers interested in obtaining a copy of this RFP 2017 may do so by accessing the City of Elizabeth's Web Page at: [www.elizabethnj.org](http://www.elizabethnj.org) >Business >Requests for Proposals, beginning August 10, 2017.

From the issuance date of this solicitation and until a Consultant is selected and awarded, Proposers are not permitted to communicate with any City staff or officials regarding this procurement, other than during interviews, presentations, and/or site visits except at the direction of the Business Administrator, the Purchasing Agent and/or the designee of the Business Administrator. Contact with anyone not designated may result in elimination from the proposal process.

**Closing Date: Proposals must be submitted by 4:00 p.m. ET, September 8, 2017 at 50 Winfield Scott Plaza, Elizabeth, New Jersey 07201.**

Issuance of this RFP and/or receipt of Proposals will not commit the City to award a contract.

Respectfully,

Bridget S. Anderson  
Business Administrator

## I. GENERAL INSTRUCTIONS

### Utility Audit - Cost Recovery/Cost Containment A. Notice:

From the issuance date of this Request for Proposal until a Consultant is selected and the selection is announced, Proposers are not permitted to communicate with any City staff or Officials regarding this procurement, other than during interviews, presentations, and/or site visits, except at the direction of the Business Administrator, the Purchasing Agent and/or the designee of the Business Administrator. Contact with anyone not designated may result in elimination from the proposal process.

### Examination of Proposal Documents:

By submitting a proposal, the Proposer represents that it has thoroughly examined and become familiar with the service required for this Solicitation and that it is capable of quality performance to achieve the City's objectives.

The City reserves the right to remove from its mailing list for future Solicitations, for an undetermined period of time, the name of any Proposer for failure to accept a contract, failure to respond to two (2) consecutive Solicitations and/or unsatisfactory performance. Please note that a "No Proposal" is considered as a response.

### Questions and Addenda:

The City has attempted to provide all information available. It is the responsibility of each Proposer to review, evaluate, and, where necessary, request any clarification prior to submission of a Proposal. All questions, clarifications or comments must be received by the City ***no later*** than **4:00 p.m. ET, September 8, 2017** and be emailed to:

[banderson@elizabethnj.org](mailto:banderson@elizabethnj.org) and [jmcdonough@elizabethnj.org](mailto:jmcdonough@elizabethnj.org)

The person submitting the request will be responsible for its prompt and timely submission. Any interpretation of, or correction to this RFP, will be made only by an addendum issued the City. Responses from the City will be communicated in writing to all recipients of this solicitation via email. It is the Proposers' responsibility to ensure that they have received and reviewed any and all addenda to this RFP. The City will not be responsible for any other explanations, corrections to, or interpretations of the documents, including any oral information.

### D. Submission of Proposals:

All responses to this RFP must be submitted to the City's contact person identified herein on or before the specified deadline. The City will then review the responses and schedule interviews, if necessary, with the Proposers who best meet the criteria outlined below.

**Proposal Schedule**

The proposed schedule is as follows (may be subject to change):

<b>Submission deadline</b>	<b>September 8, 2017 at 4:00 p.m. ET</b>
Proposal Evaluations	within two weeks of deadline
Interviews (if necessary)	within three weeks of deadline
Notice of Intent to Award	Three to four weeks after deadline
Award of contract	TBD by City Council of the City of Elizabeth

**Date and Time:**

All Proposals are to be submitted to the City of Elizabeth, **Attention: Business Administrator.** Proposals received **after 4:00 p.m., September 8, 2017**, will be rejected by the City as non-responsive, may be delivered in person to the Department of Administration, 2<sup>nd</sup> Floor, Office 207.

**Address:**

Proposals shall be addressed as follows:

**Attn: Bridget S. Anderson, Business Administrator**  
**City of Elizabeth, 50 Winfield Scott Plaza, Office 207, Elizabeth, New Jersey 07201**  
**Re. Utility Audit – Cost Recovery/Cost Containment**

**Identification of Proposals:**

Proposers shall submit a **SEALED** proposal package consisting of:

One (1) signed original of Proposal

Two (2) copies of Proposal

The Proposal package shall be addressed as shown above, bearing the Proposer(s) name and address.

**Acceptance of Proposals:**

The City reserves the right to accept or reject any and all Proposals, or if any item or part thereof, or to waive any informalities or irregularities in Proposals.

The City reserves the right to withdraw this Solicitation at any time without prior notice, and the City makes no representations that any contract will be awarded to any Proposer responding to the Solicitation.

The City reserves the right to postpone Proposal Opening for its own convenience.

Faxed or emailed Proposals will not be accepted.

**E. Pre-Contractual Expenses:**

Pre-contractual expenses are defined as expenses incurred by the Proposer(s) in:

Preparing its Proposal in response to the Solicitation;

Submitting that Proposal to the City; Negotiating with the City any matter related to this Solicitation; or

Any other expenses incurred by the Proposer prior to date of award, if any, of the agreement.

The City shall not, in any event, be liable for any pre-contractual expenses incurred by Proposer(s) in the preparation of its Proposal. Proposer shall not include any such expenses as part of its Proposal:

**F. Contract Award:**

Issuance of this Solicitation and receipt of Proposals does not commit the City to award a Purchase Order. The City reserves the right to postpone Proposal Opening for its own convenience, to accept or reject any or all Proposals, and to negotiate with other than the selected Proposer(s), to cause re-soliciting of the proposals, or to take such other course of action as the City deems appropriate at the City's sole and absolute discretion.

The City also reserves the right to apportion the award among two or more Proposer(s).

Upon completion of the evaluation process, a "Notice of Intent to Award" will be issued to all participating Proposers. It is the City's intent to award the Contract to the most qualified and responsible Proposer.

The Professional Service Agreement contained in this solicitation is the Contract proposed for execution. It may be modified to incorporate negotiated items and other pertinent terms and conditions set forth in this solicitation, including special conditions and requirements and those added by addendum, necessary attachments, and to reflect the Proposer's Proposal. A fully executed Professional Services Agreement will be required prior to award and Purchase Order issuance. Award of this contract may require City Council approval.

Any exceptions to the terms and conditions of the proposed Contract or the statements regarding Proposer's inability to comply with any of the provisions thereof are to be declared in the Proposer's Proposal. Any additional exceptions to the terms and conditions made by any Proposer after submission of its Proposal may result in elimination from further consideration.

**Acceptance of Order:**

The successful Proposer(s) will be required to accept a Purchase Order in accordance with and including as a part thereof the published Solicitation and the Solicitation documents including all requirements, conditions, and specifications contained therein, with no exceptions other than those specifically listed in the Purchase Order.

**Confidential or Proprietary:**

Proposals are not to be marked as confidential or proprietary. The City may refuse to consider any Proposal so marked. Proposals submitted in response to this RFP may become subject to public disclosure. The City shall not be liable in any way for disclosure of any such records. Additionally, all Proposals shall become the property of the City.

### **Business License:**

The City requires that a business conducting business with the City, obtain and maintain a valid business license during the terms of this Agreement. Proposer(s) agree to obtain such licenses prior to undertaking any work under this Agreement.

### **Content and Sequence of Submittals:**

#### **Cover Letter**

Cover letter shall be a maximum 2-page “Cover Letter” and introduction, and shall include the name and address of the organization submitting the proposal, together with the signature, name, title, address, telephone and fax numbers, and e-mail address of the contact person(s) empowered to bind the firm and to make representation for the organization. This cover letter should also state the proposer’s acceptance of the City’s Contract for Professional Services agreement format as provided in Section IV. If the proposer proposes any changes to this format, said proposed changes should be outlined in the cover letter.

#### **Table of Contents**

Table of Contents shall include an outline of the submittal, identified by sequential page number and by section reference number and section title as described herein.

#### **Executive Summary**

Summarize the highlights of the proposal and address areas for the types of services required.

#### **Qualification and Experience**

Must demonstrate a high degree of experience and proficiency in the scope of services to be performed.

**i. Firm Qualifications and Experience.** Specify the way(s) in which your firm meets each of the Minimum Qualifications for Proposers as set forth in Section IV. Include the locations of firm offices as well as the name, title and telephone number of a contact for the firm.

Describe your firm’s overall experience and demonstrated ability to successfully perform the functions described in the Scope of Services, Section III. Discuss experience in providing services for other government programs, if any, and for other agencies. Include a discussion of

any unique strengths possessed by your firm. **ii. Legal Actions.** Describe any and all instances within the past 24 months of your firm's or any of its principals' involvement in any litigation, arbitration, disciplinary or other official actions arising from the firm's business.

### **Fee Schedule**

The fee schedule shall be the basis for the cost portion of the evaluation and selection process. Proposal must include the firm's monthly and annual fee schedule for the services required.

### **Additional Information**

This section allows the proposer to submit any other additional information the proposer deems essential to the evaluation of the qualifications and proposal statements. If there is no additional data, this section will consist of the statement: "We wish to present no additional data."

### **Required Attachments**

For the Proposal to be considered responsive, all required Attachments must be completed and included with the proposal by the dates and times shown in Proposal Schedule.

## II. GENERAL EVALUATION CRITERIA

Proposals will be evaluated on the basis of the response to all requirements in this solicitation. City will use the criteria specified below in its evaluations. Contract award will be made to the responsible Proposer whose Proposal is most advantageous to the City.

In addition, Proposers may be required to provide additional information as it relates to requested and/or proposed services.

Proposals that have met minimum requirements of this solicitation will be evaluated based on the established criteria, which have been weighted and will be assigned points that measure the responsiveness to each identified criterion. The total number of points earned will be tallied for each Proposal, and the Proposals will be rank ordered, based upon the Proposers submitted written materials.

The evaluation process will be conducted in two (2) phases. Phase I will be an evaluation of the written Proposal and Phase II will consist of an evaluation of an oral presentation of the Proposal.

Only the top ranking Proposals from Phase I will be invited to participate in Phase II. **However, City may deem it unnecessary to conduct Phase II.** If Phase II is deemed unnecessary, then Phase I will account for one hundred percent (100%) of the total score.

### **Phase I – Written**

Written Proposals will be evaluated solely on the quality of the responses to all questions and requirements of this RFP. The scores from the Proposals will be based on the criteria provided below and will account for fifty percent (50%) of the total score (if Phase II is required).

#### **1. Capabilities of Proposer to Effectively Complete the Project Requirements**

Demonstrates a clear understanding of the City's needs and ability to manage the City's requirements

Clarity, detail, and presentation of the overall content of Proposal

Response to Scope of Work

Benchmarks and timelines of implementation

#### **2. Qualification of Firm/Related Experience**

Company experience and qualifications with similar projects; experience working with public agencies; strength and stability of the firm; key personnel's level of involvement in performing related work

Relevant references

#### **3. Proposer's Cost and Price**



Fairness of the prices and competitiveness of quoted process with other proposals received; adequacy of data to support figures quoted; basis of price quoted

#### 4. Completeness of Response

Completeness of response in accordance with solicitation instructions; exceptions to or deviations from solicitation requirements which Proposer(s) cannot or will not accommodate; other relevant factors not considered elsewhere.

### **Phase II – Oral Interviews (if necessary)**

If selected as a finalist, Proposers must be prepared to make an oral presentation within five (5) business days after notification. Proposers shall be prepared to discuss all aspects of their Proposal in detail, including technical questions. Proposers will not be allowed to alter or amend their Proposal through the use of the presentation process. The weight of Phase II will be fifty percent (50%) of the finalist total score, if required.

Oral interviews will be evaluated as follows:

- Experience and approach to Scope of Work
- Sample of the Proposed System
- Project Management/Key Staff

If all other factors are determined to be equal, preference shall be given to Local Proposers.

## **III. SCOPE OF SERVICES**

### **Introduction:**

To provide City of Elizabeth with Cost Recovery and Reduction Services for the purpose of obtaining funds and identifying cost reductions in usage and consumption of all forms of utility services through audits of utility invoices identified by the City.

### **B. Description of Work:**

The City has agreements with energy utility Proposers for the supply of the following energy types:

1. Electricity
2. Gas

The City spends thousands every year for energy services. With every passing year, energy is costing more and more. As a consequence, the City has concluded that it requires the need of a Consultant with expertise in energy and cost reduction techniques to assist the City in reducing its energy costs, including through the recovery of past overpayments, correction of existing incorrect billing rates (when compared with levels of energy usage), and/or reducing future energy costs by selecting alternate energy providers and/or optimizing price rates where

permissible. The utility audit program, as envisioned in the scope of work, consists of at least the following types of services:

**Past Cost Recovery Services:** Consisting of the examination of the bills of existing energy suppliers to identify errors, submit claims, and obtain refunds.

**Future Cost Containment Services:** Consisting of performing a comprehensive comparative analysis of rate plans and/or providers for those energy services that can be purchased from alternate sources.

**C. Services to be Provided:**

1. Utility Bills

Consultant shall provide Cost Recovery and Cost Containment Services for designated energy utility service accounts on behalf of the City.

2. Inclusion of Other Account and Programs

Consultant shall provide Cost Recovery and Cost Containment Services for designated energy service accounts as specified in (B) above. However, this agreement may be amended to include additional accounts at City's sole discretion, with or without notice to Consultant or upon mutual agreement between the parties. The addition of any and all other City accounts may be initiated by City or Consultant.

3. Description of Services

Providing Cost Recovery and Containment Services for designated utility accounts on behalf of the City as specified in (A) and (B), unless specifically excluded or provided otherwise in this agreement.

4. Exclusive – Non-Exclusive Agreement

City will issue a single contract award for the service. Consultant acknowledges and agrees that this contract is a non-exclusive contract. Consultant acknowledges and agrees that pursuant to basis contract law, City has the discretion to enter into a non-exclusive contract with any Proposer for services, including Cost Recovery/Cost Containment Services. Consultant further acknowledges and agrees that this Contract would be non-exclusive and understands that other Proposers may, at City's sole discretion, be providing Cost Recovery and Cost Containment Services on behalf of the City during the term of this agreement or any period of renewal or extension. Consultant hereby releases and holds City harmless from any and all claims and/or liabilities arising from the non-exclusiveness of this Contract.

5. Non-Assignable Contract

This Contract is non-assignable by Consultant, unless Consultant obtains written consent and approval of the City.

**D. City's Obligations:**

1. Energy Utility Accounts

City will provide Consultant with a list of open energy utility service accounts. The accounts that are selected to be included in this program will be determined at the sole discretion of the City.

**2. Information Supplied by City**

City will provide Consultant the following information:

(a) List of Locations

**Provide a list of locations:** including areas without buildings, such as recreational areas or parking lots, with utility account numbers and service address.

**Additional Information:** The following information: Electric, Gas, etc. fuel bills for the past month and a report for the last twelve (12) months.

**E. Consultant's Obligations:**

Consultant shall contact energy utilities, on City's behalf, and seek reductions on previously paid bills and attempt to restructure service plans for maximum cost savings to the City.

Consultant acknowledges that all information supplied by the City shall be kept confidential. Consultant, its subcontractors, employees, or agents shall not disclose such information to third parties other than Consultant's subcontractors, employees, or agents on a need-to-know basis for the purpose of contract performance and to other third parties as required for providing services under this agreement. Consultant shall not use any information, documents or data provided by the City for any proprietary purposes and shall not copy, sell, exchange, disclose, provide to others, or use any information, documents, or data reasonably related to this contract for its own proprietary interests.

Consultant shall be fully responsible for the quality and accuracy of any and all Cost Recovery and Cost Containment Services performed under or in conjunction with this contract.

Consultant shall perform all Cost Recovery and Cost Containment Services required under this Contract in conformity with professional standards, and shall provide qualified personnel (licensed, if applicable) to meet such standards.

**Ownership of City Data:** Consultant acknowledges and agrees that all information supplied by City to Consultant (hereinafter, "City Data") shall remain the property of the City. The City Data shall not be used by Consultant other than in connection with providing the services pursuant to this Contract, disclosed, sold, assigned, leased or other provided to third parties by Consultant, or commercially exploited by or on behalf of Consultant, its employees, officers, agents, subcontractors, invitees, or assigns in any respect. Consultant shall not delete or destroy

City Data or media on which City Data resides without prior written authorization of the City. At no cost to the City, Consultant shall, upon request, promptly return to the City, in the format and on the media in use of the date of the request, any and all requested portion of any City Data it may possess or control.

It shall be Consultant's responsibility to ensure compatibility of City's data files and transmittal medium to Consultant's computer system. Consultant shall bear all costs, if necessary, for data conversion to make City's computer system compatible with that of Consultant's and any incidental costs related to data transfer. Consultant shall promptly inform City of any problems and or issues with any data conversion or transfer of City data files.

Consultant is responsible for ensuring that all transmittals to the City are compatible with City's ability to record and read such data. Any and all corrupted or otherwise defective data shall be replaced by Consultant at no cost, additional or otherwise, to the City.

**Payment for Services:**

**There will be no up-front fees or any charges to the City.** City plans to pay for these consulting services as fees, which will be paid as a percentage of the refunds and savings, identified by the consultant, and only after City actually receives these refunds and savings and only for a period negotiated between the City and the Energy Consultant.

**Billing Verification:**

All Consultants' fee-for-service invoices submitted to the City will be accompanied by verifiable documentation from the energy Proposers that the correction/retroactive refund/credit/recommendation has been accomplished and savings implemented. A detailed explanation of savings for each invoice presented will clarify and further collaborate the calculated savings.

**H. Terms and Conditions of Payment for Service:**

Fees will be paid based on the refunds and cost savings identified. The fees will be a percentage of the City Accepted Savings, preferably on a sliding scale (the greater the savings the lower the percentage paid as fees). These fees will be applied against the cumulative as follows:

Actual amount of all refunds obtained by Consultant; and

Verified cost reductions as reasonably estimated by Consultant, resulting from the implementation of any item of cost savings recommended by Consultant and accepted and implemented by the City, **for a period of time agreed-to between the Consultant and the City.**

## **BASIS OF AWARD**

*(To be completed by Business Administrator and City Attorney)*

### **EVALUATION FACTORS**

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- A.** Relevance and Extent of Qualifications, Experience, Reputation and Training of Personnel to be assigned
  
- B.** Knowledge of the City of Elizabeth and the subject matter to be addressed under this engagement
  
- C.** Relevance and Extent of Similar Engagements performed
  
- D.** Technical Proposal contains all required information
  
- E.** Reasonableness of Cost Proposal
  
- F.** Any other consideration(s) and/or qualification(s) which, upon determination by the City Attorney and Business Administrator is/are beneficial to the City of Elizabeth.

**REQUEST FOR PROPOSAL CHECKLIST**

DOCUMENTS THAT WILL BE REQUIRED PRIOR TO A CONTRACT EXECUTION:

- A. An original and two (2) signed copies of your complete proposal \_\_\_\_\_  
(to be submitted with RFP)
- B. Non-Collusion Affidavit properly notarized  
\_\_\_\_\_
- C. Owners Disclosure Statement, properly notarized, listing the names of all persons owning  
ten (10) percent or more of the proposing entity. \_\_\_\_\_
- D. Authorized signatures on all forms.  
\_\_\_\_\_
- E. Business Registration Certificate(s)  
\_\_\_\_\_
- F. Partnership Disclosure Statement  
\_\_\_\_\_
- G. Affirmative Action Statement  
\_\_\_\_\_

Note: N.J.S.A 52:32-44 provides that the City shall not enter into a contract for goods or services unless the other party to the contract provides a copy of its business registration certificate and the business registration certificate of any subcontractors at the time that it submits its proposal. The contracting party must also collect the state use tax where applicable.

**THE UNDERSIGNED HEREBY ACKNOWLEDGES AND WILL SUBMIT  
THE ABOVE LISTED REQUIREMENTS PRIOR TO EXECUTION OF CONTRACT.**

NAME OF PROPOSER:

\_\_\_\_\_  
Person, Firm or Corporation

\_\_\_\_\_  
Date

\_\_\_\_\_  
BY: (PRINT NAME)

\_\_\_\_\_  
(TITLE)

\_\_\_\_\_  
BY: (SIGNATURE)

\_\_\_\_\_  
(TITLE)

**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**  
**GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS**

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

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

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

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

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

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



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

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at

[www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance))

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to

Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

**AFFIRMATIVE ACTION COMPLIANCE NOTICE**  
**N.J.S.A. 10:5-31 and N.J.A.C. 17:27**

**GOODS AND SERVICES CONTRACTS**  
**(INCLUDING PROFESSIONAL SERVICES)**

This form is a summary of the successful bidder's requirement to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et seq.

The successful bidder shall submit to the public agency, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

(a) A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

(b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

OR

(c) A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours.

The successful vendor(s) must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the vendor copy is retained by the vendor.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.1 et seq. and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et seq.

COMPANY: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**NON-COLLUSION AFFIDAVIT**

STATE OF NEW JERSEY  
COUNTY OF UNION  
CITY OF ELIZABETH

ss:

I AM \_\_\_\_\_

OF THE FIRM OF \_\_\_\_\_

UPON MY OATH, I DEPOSE AND SAY:

1. THAT I EXECUTED THE SAID PROPOSAL WITH FULL AUTHORITY SO TO DO;
2. THAT THIS PROPOSER HAS NOT, DIRECTLY OR INDIRECTLY ENTERED INTO ANY AGREEMENT, PARTICIPATED IN ANY COLLUSION, OR OTHERWISE TAKEN ANY ACTION IN RESTRAINT OF FAIR AND OPEN COMPETITION IN CONNECTION WITH THIS ENGAGEMENT;
3. THAT ALL STATEMENTS CONTAINED IN SAID PROPOSAL AND IN THIS AFFIDAVIT ARE TRUE AND CORRECT, AND MADE WITH FULL KNOWLEDGE THAT THE CITY OF ELIZABETH RELIES UPON THE TRUTH OF THE STATEMENTS CONTAINED IN SAID PROPOSAL AND IN THE STATEMENTS CONTAINED IN THIS AFFIDAVIT IN AWARDED THE CONTRACT FOR THE SAID ENGAGEMENT; AND
4. THAT NO PERSON OR SELLING AGENCY HAS BEEN EMPLOYED TO SOLICIT OR SECURE THIS ENGAGEMENT AGREEMENT OR UNDERSTANDING FOR A COMMISSION, PERCENTAGE, BROKERAGE OR CONTINGENT FEE, EXCEPT BONA FIDE EMPLOYEES OR BONA FIDE ESTABLISHED COMMERCIAL SELLING AGENCIES OF THE PROPOSER. (N.J.S.A.52: 34-25)

SUBSCRIBED AND SWORN TO

BEFORE ME THIS \_\_\_\_\_ DAY

OF \_\_\_\_\_ 20\_\_\_\_\_.

\_\_\_\_\_  
(TYPE OR PRINT NAME OF  
AFFIANT UNDER SIGNATURE)

\_\_\_\_\_  
NOTARY PUBLIC OF

MY COMMISSION EXPIRES: \_\_\_\_\_, 20\_\_\_\_\_.

**OWNER DISCLOSURE INFORMATION**

Set forth below are the names and addresses of all owners of 10% or more of the proposing business entity.

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

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

\_\_\_\_\_

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

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

\_\_\_\_\_

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

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

\_\_\_\_\_

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

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

\_\_\_\_\_

\_\_\_\_\_  
NAME OF BUSINESS ENTITY

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
Notary Public of  
My Commission Expires: \_\_\_\_\_, 20\_\_\_\_.

**PARTNERSHIP DISCLOSURE STATEMENT**

(To be submitted with proposal)

- (a) Is or was anyone in your firm or company a member of the City Council within the last calendar year or a member of his/her immediate family? If yes, then provide the name of the individual below and his/her relationship.

Yes \_\_\_\_\_ No \_\_\_\_\_

\_\_\_\_\_  
Name Position Relationship

- (b) Has any principal/partner of your firm been convicted of a indictable offense? If yes, then please provide further explanation and copies of any relative documents.

Yes \_\_\_\_\_ No \_\_\_\_\_

\_\_\_\_\_  
Name Date

- (c) Has any individual who would provide service under this contract ever been sanctioned by the appropriate licensing board?

Yes \_\_\_\_\_ No \_\_\_\_\_

\_\_\_\_\_  
Name Position Term

Reason for censure:

- (d) Has the firm been found liable for professional malpractice in the last 5 years?

Yes \_\_\_\_\_ No \_\_\_\_\_

Reason for Action:

(e) Has any member of your firm ever been barred from doing business with any state, City or municipal government? If yes, then please provide further written explanation including date and copies of relevant documentation.

Yes \_\_\_\_\_

No \_\_\_\_\_

\_\_\_\_\_  
Name

\_\_\_\_\_  
State, County or Municipality  
Government

\_\_\_\_\_  
Date

(f) Has your firm sued the City of Elizabeth in the past five (5) years? If yes, then please identify the matter/case and provide further written explanation including date and copies of relevant documents.

Yes \_\_\_\_\_

No \_\_\_\_\_

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

V. ADDITIONAL FORMS

Utility Audit – Cost Recovery/Cost Containment

Are there any other additional or incidental costs that will be required by your firm in order to meet the requirements of the Solicitation Specifications? \_\_\_\_Yes \_\_\_\_No

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Please indicate any elements of the Solicitation Specifications that cannot be met by your firm.


Have you included in your Proposal, all informational items, and forms as requested? \_\_\_\_Yes \_\_\_\_No If you answered “No”, Please explain.


## REFERENCES

Provide a least three (3) references for which similar services have been provided within the last three (3) years.

### Public Sector

1.

<b>Agency:</b>	<b>Contact Person:</b>
<b>Address:</b>	<b>Telephone No.:</b>
<b>City/State/Zip:</b>	<b>Email Address:</b>

2.

<b>Agency:</b>	<b>Contact Person:</b>
<b>Address:</b>	<b>Telephone No.:</b>
<b>City/State/Zip:</b>	<b>Email Address:</b>

3.

<b>Agency:</b>	<b>Contact Person:</b>
<b>Address:</b>	<b>Telephone No.:</b>
<b>City/State/Zip:</b>	<b>Email Address:</b>

### Private Sector

4.

<b>Agency:</b>	<b>Contact Person:</b>
<b>Address:</b>	<b>Telephone No.:</b>
<b>City/State/Zip:</b>	<b>Email Address:</b>

5.

<b>Agency:</b>	<b>Contact Person:</b>
<b>Address:</b>	<b>Telephone No.:</b>
<b>City/State/Zip:</b>	<b>Email Address:</b>

6.

<b>Agency:</b>	<b>Contact Person:</b>
<b>Address:</b>	<b>Telephone No.:</b>
<b>City/State/Zip:</b>	<b>Email Address:</b>