

# REQUEST FOR PROPOSALS FOR RESIDENTIAL ELECTRIC ENERGY CONSULTING SERVICES

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## PART I

### Instructions to Vendors

#### 1.0 PURPOSE

The Borough of Keansburg is seeking, pursuant to Resolution No. 2017-xx adopted by the Borough of Keansburg Council, to procure the services of a qualified Consultant to provide residential consulting services on the proper procurement of electric energy for a Government Energy Aggregation (GEA) program. Services include but do not have to be limited to collecting account data; developing bid specifications; public outreach; maintaining a working relationship with NJBPU- licensed Third Party Energy Suppliers; and acting as a liaison between the energy suppliers, the Borough of Keansburg as provided by PL 2003, Chapter 24 and NJBPU Subchapter 6: Government Energy Aggregation Programs. The successful firm must advise the Borough of Keansburg on applicable market conditions, must have experience in electric energy and natural gas re-regulation, electric energy market opportunities, electric energy aggregation usage. It is the sole intent of the RFP to select the most qualified firm to which the Borough of Keansburg could contract these services. Respondents MUST submit their qualifications and a fee proposal for the services to be provided to the Borough of Keansburg to successfully implement the Borough's objective to obtain better price stability and price structuring for residential and commercial customers by entering into a contract(s) with a Third Party Supplier for electric energy aggregation.

The Borough of Keansburg is requesting Proposals from a qualified firm or firms that have a proven track record in providing electric energy procurement, electric energy contracting and related management expertise for New Jersey residents for governmental entities.

Firms responding to this Request for Proposals (“RFP”) must have extensive experience, a knowledgeable background and exceptional qualifications in the provision of the services described herein.

**Despite any language contained herein to the contrary, this Request For Proposals does not constitute a bid and is intended solely to obtain competitive proposals from which the Borough of Keansburg may choose a contractor(s) that best meet(s) the Borough’s needs. It is the Borough’s intent that no statutory, regulatory, or common law bidding requirement apply to this Request for Proposals. The Borough intends to award this contract pursuant to N.J.S.A. 40A:11-5(1) (a) (i).**

RFP documents are available from the Borough of Keansburg as described herein at no cost to the vendor. Potential proposers are cautioned that they are proposing at their own risk if a third party supplied the RFP document that may or may not be complete. The Borough of Keansburg is not responsible for third party supplied RFP documents.

**COMPLIANCE WITH LAWS**

The successful Firm(s) shall comply with all applicable federal, state and local statutes, rules and regulations.

**PROCEDURE FOR RESPONDING TO REQUEST FOR PROPOSALS**

**SUBMISSION OF PROPOSALS**

Three (3) copies of the Proposal, **INCLUSIVE OF ALL INFORMATION** required in Part II, Proposal Requirements should be provided. Proposals must be provided to the Borough of Keansburg, 29 Church Street, Keansburg, NJ 07734 attn: Clerks Office **no later than 10:00 a.m. on September 13, 2017**. Any proposals received after said opening whether by mail or otherwise, will be returned unopened. Proposals must be provided in a sealed envelope with the title of the RFP clearly marked on the outside. The Borough of Keansburg assumes no responsibility for delays in any form of carrier, mail, or delivery service causing the proposal to be received after the above- referenced due date and time. **Submission by fax, telephone, or e-mail is NOT PERMITTED.**

Final selection of the Firm(s) shall be made by the Borough of Keansburg by formal resolution. Contract(s) for services shall be provided by the Borough of Keansburg in consultation with Keansburg Borough.

**QUESTIONS REGARDING REQUEST FOR PROPOSALS**

Any questions regarding this Request for Proposals should be directed to Kim Gonzales: kim.gonzales@keansburg-nj.us

**4.1 ADDENDA/REVISIONS TO REQUEST FOR PROPOSALS**

Addenda/revisions to this Request For Proposals shall be posted on the Borough website: [www.keansburgnj.gov](http://www.keansburgnj.gov) . It will be the responsibility of the vendor to check for any addenda/revisions.

**INSURANCE**

Prior to commencing work under contract, the successful Firm(s) shall furnish the Borough with a certificate of insurance as evidence that it has procured the insurance coverage required herein. Firms must give the Borough a sixty day notice of cancellation, non-renewal or change in insurance coverage.

The successful Firm(s) shall provide and maintain the following minimum limits of insurance coverage during the period of performance required under the contract resulting from this Request for Proposals:

**PROFESSIONAL LIABILITY**

\$1,000,000.00 errors and omissions/malpractice per occurrence.

**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY**

Statutory coverage for New Jersey; \$500,000.00 Employer's Liability; Broad Form All-States Endorsement.

**GENERAL LIABILITY**

\$1,000,000.00 per occurrence/ \$3,000,000.00 aggregate for bodily injury and property damage. The Borough of Keansburg shall be named as additional insured with respect to general liability.

**AUTO LIABILITY**

\$1,000,000.00 per occurrence. This coverage is required if the operation of any vehicle is required in the performance of the services detailed herein (including but not limited to the use of a vehicle to make any on-site visits).

**6. INDEMNIFICATION**

The selected Firm(s) shall defend, indemnify and hold harmless the Borough of Keansburg, its officers, agents and employees from any and all claims, suits, actions, damages or costs, of any nature whatsoever, whether for personal injury, property damage or other liability, arising out of or in any way connected with the selected Firm's acts or omissions in connection with this agreement.

**MISCELLANEOUS REQUIREMENTS**

The Borough of Keansburg will not be responsible for any expenses incurred by any Firm in preparing or submitting a proposal. All proposals shall provide a straightforward, concise delineation of the Firm's capabilities to satisfy the requirements of this Request for Proposals. Emphasis should be on completeness and clarity of content.

The contents of the proposal submitted by the successful Firm(s) and this Request for Proposals may become part of the contract for these services. The successful Firm(s) will be expected to execute said contract with the Borough of Keansburg

Proposals shall be signed in ink by the individual or authorized principal of the responding party. Proposals submitted shall be valid for a minimum of 60 days from the date of opening.

The Borough of Keansburg reserves the right to reject any and all proposals received by reason of this Request for Proposals, or to negotiate separately in any manner necessary to serve the best interests of the Borough of Keansburg for legal and case law issues. Firms whose proposals are not accepted will be notified in writing.

Any selected Firm is prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this agreement or its rights, title, or interest therein or its power to execute such agreement to any other person, company or corporation without the prior written consent of the Borough of Keansburg.

The selected Firm(s) shall be required to comply with the requirements of P.L. 1975, c. 127 (see attached affirmative action language) and submit an employee information report or certificate of employee information report approval. This requirement will be addressed upon execution of a contract.

All responses to this Request for Proposals shall be subject to New Jersey statutes, rules, and regulations regarding the Open Public Records Act (OPRA).

Any contract for services shall be subject to the availability and appropriation of sufficient funds for this purpose annually. The Borough acknowledges the prompt payment law. The Vendor/Firm shall maintain all documentation related to products, transactions or services under this contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

Contracts awarded pursuant to this Request for Proposals may be amended to provide for closely related services, the need for which may arise or become apparent after the original contract award. Any contract amendment for closely related services must be approved by resolution of the Borough of Keansburg

All Firms are advised that, pursuant to N.J.S.A. 19:44A-20.13, it is their responsibility to file an annual disclosure statement with the New Jersey Election Law Enforcement Commission (“ELEC”) if, during the calendar year, they receive a contract(s) in excess of \$50,000 from public entities, including the Borough of Keansburg. It is the Firm’s responsibility to determine if such filing is necessary. Additional information on this requirement is available from ELEC at 888-313- 3532.

## **CRITERIA FOR EVALUATION OF PROPOSALS**

The Borough of Keansburg’s RFP Committee will independently evaluate each submission and selection will be made upon the basis of the criteria listed below:

Proven record of experience, including references, in providing the type of services detailed herein.

Ability to provide services in a timely manner.

Personnel qualifications (i.e., resumes of key personnel who will be responsible for and assigned to the work).

Location of office and availability of personnel.

Understanding of the services requested (including completeness and clarity of submission), and qualitative nature of the services proposed.

Cost of services (i.e. price proposal).

## **PART II**

### **PROPOSAL REQUIREMENTS**

Firms are requested to propose a consulting plan for the Borough of Keansburg’s procurement of electric energy all attendant services as better described herein.

## **FORMAT**

To assure consistency, responses must conform to the following format:

- A. Scope of Services
- B. Resume
- C. Facilities
- D. Conflict of Interest
- E. Fees
- F. Form of Contract
- G. Other Information
- H. New Jersey Business Registration Program
- I. Affirmative Action/American with Disabilities Language Acknowledgement/Ownership and Political Disclosures

## **SECTION A - SCOPE OF SERVICES**

The Borough of Keansburg seeks a vendor to provide residential electric energy procurement services.

The Borough of Keansburg will rely on the successful vendor to guide the residents of the Borough of Keansburg on market conditions.

## **SECTION B - RESUME**

This section shall address areas as outlined:

1. Name and address of your Firm and the corporate offices authorized to execute agreements.
2. Briefly describe your Firm's history, ownership, organizational structure, location of its management, and licenses to do business in the State of New Jersey.
3. Describe in general your Firm's regional, statewide, and local service capabilities.
4. Provide and identify the names, experience, qualifications, and applicable licenses held by the individual primarily responsible for servicing the Borough and any other person(s), whether as employees or subcontractors, with specialized skills that would be assigned to service the Borough.

5. Provide a listing of local governmental clients with which you have similar contracts; include the name, address and telephone number of the contact person.
6. Provide your Firm's insurance coverage.
7. Provide a statement of assurance to the effect that your Firm is not currently in violation of any regulatory rules and regulations that may have an impact on your Firm's operations.

**SECTION C - FACILITIES**

This section should address areas as outlined:

1. **OFFICE LOCATIONS**

**SECTION D - CONFLICT OF INTEREST**

This section MUST disclose any potential conflicts of interest that the Firm may have in performing these services for the Borough of Keansburg.

**SECTION E - FEES**

A Fee Proposal must be provided, if there is no charge or charges this should be noted. The Borough of Keansburg reserves the right to negotiate with any or all vendors meeting the evaluation criteria.

**SECTION F - FORM OF CONTRACT**

If your Firm has a proposed form of contract, please supply a copy with your proposal.

**SECTION G - OTHER INFORMATION**

This section is for any further pertinent data and information not included elsewhere in the RFP and found necessary by your Firm.

**Important Note: Please complete the following section and return it along with your response to this Request for Proposals.**

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## **SECTION H – NEW JERSEY BUSINESS REGISTRATION PROGRAM**

The contractor shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the contractor.

Before a contract is signed by the contracting agency, the contractor shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

For the term of the contract, the contractor and each of its affiliates and a subcontractor and each of its affiliates [N.J.S.A. 52:32-44(g) (3)] shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L.2001, c.134 (c.52:32-44 et al.) or subsection e. or f. of section 92 of P.L. 1977, c. 110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with the contracting agency.”

**All vendors must provide their BRC (and BRC’s for each subcontractor) with submission of bids or RFP’s.**



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS		DEPARTMENT OF TREASURY DIVISION OF REVENUE PO BOX 252 TRENTON, NJ 08646-0252
TAXPAYER NAME: <b>TAX REGISTRATION TEST ACCOUNT</b>	TRADE NAME: <b>CLIENT REGISTRATION</b>	
TAXPAYER IDENTIFICATION#: <b>970-097-382/500</b>	SEQUENCE NUMBER: <b>0107330</b>	
ADDRESS: <b>847 ROEBLING AVE TRENTON NJ 08611</b>	ISSUANCE DATE: <b>07/14/04</b>	
EFFECTIVE DATE: <b>01/01/01</b>	<i>J.P. &amp; Tully</i> Acting Director	
FORM-BRC(08-01)	This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.	

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE	
<b>Taxpayer Name:</b>	TAX REG TEST ACCOUNT
<b>Trade Name:</b>	
<b>Address:</b>	847 ROEBLING AVE TRENTON, NJ 08611
<b>Certificate Number:</b>	1093907
<b>Date of Issuance:</b>	October 14, 2004
<b>For Office Use Only:</b>	
	20041014112823533

## **SECTION I- MANDATORY DOCUMENTS**

### **AMERICANS WITH DISABILITIES ACT Mandatory Language**

#### **Equal Opportunity for Individuals with Disabilities.**

The Contractor and the Township do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. s12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the Township pursuant to this contract, the Contractor agrees that the performance shall be in strict compliance with the Act. In the event that the Contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the Contractor shall defend the Township in any action or administrative proceeding commenced pursuant to this Act. The Contractor shall indemnify, protect, and save harmless the Township, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The Contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the Township's grievance procedure, the Contractor agrees to abide by any decision of the Township, which is rendered pursuant to, said grievance procedure. If any action or administrative proceeding results in an award of damages against the Township or if the Township incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the Contractor shall satisfy and discharge the same at its own expense.

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

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

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

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Vendor/Firm Signature & Date

**STATEMENT OF OWNERSHIP DISCLOSURE**

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

**This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.**

**Name of Organization:** \_\_\_\_\_

**Organization Address:** \_\_\_\_\_

**Part I Check the box that represents the type of business organization:**

- Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- For-Profit Corporation (any type)       Limited Liability Company (LLC)
- Partnership     Limited Partnership       Limited Liability Partnership (LLP)
- Other (be specific): \_\_\_\_\_

**Part II**

The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

**OR**

No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

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

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address

**Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II**

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II other than for any publicly traded parent entities referenced above. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

**Part IV Certification**

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the *<name of contracting unit>* is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with *<type of contracting unit>* to notify the *<type of contracting unit>* in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the *<type of contracting unit>* to declare any contract(s) resulting from this certification void and unenforceable.

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

Affirmative Action Supplement

THE BOROUGH REQUIRES THAT YOU MUST SUBMIT EITHER A CURRENT NEW JERSEY AFFIRMATIVE ACTION CERTIFICATE OR VALID FEDERAL AFFIRMATIVE ACTION PLAN APPROVAL LETTER WITH THIS PROPOSAL OR YOU MUST ENCLOSE FORM AA302 AFFIRMATIVE ACTION EMPLOYEE INFORMATION REPORT WITH THIS PROPOSAL.

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

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

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

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, 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, 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

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.**

**\* NO FIRM MAY BE ISSUED A PURCHASE ORDER OR CONTRACT UNLESS THEY COMPLY WITH THE AFFIRMATIVE ACTION REGULATIONS**

**PLEASE CHECK APPROPRIATE BOX (ONE ONLY)**

- I HAVE A CURRENT NEW JERSEY AFFIRMATIVE ACTION CERTIFICATE, (PLEASE ATTACH A COPY TO YOUR PROPOSAL).
- I HAVE A VALID FEDERAL AFFIRMATIVE ACTION PLAN APPROVAL LETTER, (PLEASE ATTACH A COPY TO YOUR PROPOSAL).
- I HAVE COMPLETED THE ENCLOSED FORM AA302 AFFIRMATIVE ACTION EMPLOYEE INFORMATION REPORT.

**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)**

**AFFIRMATIVE ACTION QUESTIONNAIRE**

This form is to be completed and returned with the bid. However, the Borough will accept in lieu of this Questionnaire, Affirmative Action Evidence Paper-clipped to this page.

1. Our company has a federal Affirmative Action Plan approval.  Yes  No

*If yes, please attach a copy of the plan to this questionnaire.*

2. Our company has a New Jersey State Certificate of Employee Information Report.  Yes  No

*If yes, please attach a copy of the certificate to this questionnaire.*

3. If you answered “NO” to both questions above, No. 1 and 2, you must apply for an Affirmative Action Employee Information Report – Form AA302.

Please visit the New Jersey Department of Treasury website for the Division of Public Contracts Equal Employment Opportunity Compliance:

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

- Click on “Forms” and then “AA302” and “Instructions” under the heading “Employee Information Report”
- Complete and submit the form with the appropriate payment to:

Department of Treasury  
Division of Purchase & Property  
Contract Compliance Audit Unit  
EEO Monitoring Program  
P.O. Box 206  
Trenton, New Jersey 08625-0206

All fees for this application are to be paid directly to the State of New Jersey. A copy shall be submitted to the ESCNJ within seven (7) days of the notice of the intent to award the contract or the signing of the contract.

I certify that the above information is correct to the best of my knowledge.

Name of Company/Firm \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Name of Authorized Agent \_\_\_\_\_ Title \_\_\_\_\_

SIGNATURE \_\_\_\_\_ Date \_\_\_\_\_

## Disclosure of Contributions to New Jersey Election Law Enforcement Commission (ELEC)

N.J.S.A. 19:44A-20.27 establishes a new disclosure requirement for business entities. It requires that, when a business entity has received in any calendar year \$50,000 or more in public contracts with public entities, it must file an annual report with the Election Law Enforcement Commission (ELEC). The report shall disclose any contribution of money or any other thing of value, including an in-kind contribution, or pledge to make a contribution of any kind:

- To a candidate for or the holder of any public office having ultimate responsibility for the awarding of public contracts, or,
- To a political party committee, legislative leadership committee, political committee or continuing political committee.

The report will include all reportable contributions made by the business entity during the 12 months prior to the reporting deadline. ELEC will be promulgating a form and procedures for filing commencing in January 2007. ELEC can also impose fines for failure to comply with this requirement.

While the local unit has no role in this process, it is recommended that all bid or proposal specifications and contracts should include language notifying business entities of their potential obligation under the law. Such language could read as follows:

Starting in January 2007, all business entities are advised of their responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27 if they receive contracts in excess of \$50,000 from public entities in a calendar year. Business entities are responsible for determining if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at [www.elec.state.nj.us](http://www.elec.state.nj.us).

**NON-COLLUSION AFFIDAVIT**

State of New Jersey  
County of \_\_\_\_\_

ss:

I, \_\_\_\_\_ residing in \_\_\_\_\_  
(name of affiant) (name of municipality)  
in the County of \_\_\_\_\_ and State of \_\_\_\_\_ of full age,  
being duly sworn according to law on my oath depose and say that:

I am \_\_\_\_\_ of the firm of \_\_\_\_\_  
(title or position) (name of firm)

\_\_\_\_\_ the bidder making this Proposal for the bid

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

full authority to do so that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the \_\_\_\_\_ relies upon the truth of the statements contained in said Proposal  
(name of contracting unit)

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

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

Subscribed and sworn to

before me this day \_\_\_\_\_  
Signature

\_\_\_\_\_, 2\_\_\_\_\_  
(Type or print name of affiant under signature)

\_\_\_\_\_  
Notary public of

My Commission expires \_\_\_\_\_

(Seal)