



**CITY OF JERSEY CITY
REQUEST FOR PROPOSALS:**

INVESTMENT GRADE ENERGY AUDIT

SUBMISSION DEADLINE:

11:00 A.M.

July 20, 2010

ADDRESS ALL PROPOSALS TO:

Peter Folgado

Acting Director of Purchasing

Department of Administration

Division of Purchasing

1 Journal Square Plaza

Jersey City, New Jersey 07306

CITY OF JERSEY CITY, NJ
DEPARTMENT: Administration
PURPOSE: Energy Audit

REQUEST FOR PROPOSALS
DIVISION: Management and Budget
DUE DATE: 07/20/10

SECTION 1: GENERAL INFORMATION & SUMMARY

1.1 Organization Requesting Proposal

City of Jersey City - Department of Administration/Division of Management and Budget
280 Grove Street
Jersey City, NJ 07302

1.2 Contact Person

Peter Folgado
Acting Director of Purchasing
Department of Administration
Division of Purchasing
1 Journal Square Plaza
Jersey City, NJ 07306

1.3 Procurement Process

This contract will be awarded using the competitive contracting provision of the Local Public Contracts Law (N.J.S.A 40A:11-4.1 *et seq.*) which is considered a “fair and open” process under the “New Jersey Local Unit Pay- to-Play” Law, N.J.S.A. 19:44A-20.4 *et seq.*

This contract will also be awarded pursuant to N.J.S.A. 40A:11-4.6 (Implementation of energy savings improvement program by contracting unit). Vendors should familiarize themselves with the requirements of that statute.

Proposals will be evaluated in accordance with the criteria set forth in this Request for Proposals (RFP). The governing body will approve a resolution awarding a contract for a sum not to exceed a specified amount.

1.4 Contract Form

If selected to provide services, it is agreed and understood that the successful Respondent shall be bound by the requirements and terms contained in this RFP with regard to services performed, payments, indemnification, insurance, termination, and applicable licensing provisions.

It is also agreed and understood that the acceptance of the final payment by Contractor shall be considered a release in full of all claims against the City arising out of, or by reason of, the work done and materials furnished under this Contract.

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Vendors who intend to offer the City a standard contract form if awarded a contract, must submit a sample of that contract with the Proposal. However, nothing contained herein or in the Vendor's Proposal shall be construed so as to obligate the City to agree to accept the term and conditions of the Bidder's standard contract form.

1.5 Informational meeting

There will not be an informational meeting for this RFP process.

1.6 Submission deadline

Proposals must be submitted to, and be received by the Division of Purchasing, via mail or hand delivery, by 11:00 a.m. prevailing time on July 20, 2010. Proposals will not be accepted by facsimile transmission or e-mail.

1.7 Procurement Schedule

The steps involved in the process and the anticipated completion dates are set forth in the Procurement Schedule below. The City reserves the right to, among other things, amend, modify or alter the Procurement Schedule upon notice to all potential Respondents.

Activity	Date
1. Issuance of Request for Proposals	06-30-2010
2. Receipt of Proposals	07-20-2010
3. Completion of evaluation of Proposals	07-30-2010
4. Award of contract	08-04-2010

1.8 Proposal evaluation

Proposals will be evaluated by a committee appointed by the Business Administrator, based on the criteria detailed in section 7.

1.9 Written Proposal

Prospective vendors must submit a written proposal in a format specified by the City. The required format is detailed in section 3.

1.10 Oral presentation

There will not be an oral presentation for this project.

1.11 EEO/AA requirements

Consultant is required to comply with requirements of P.L. 1975, c. 127, the Law Against Discrimination and with N.J.A.C 17:27-1.1 et seq, the Affirmative Action Rules.

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A party responding to this RFP must indicate what type of business organization it is e.g., corporation, partnership, sole proprietorship, or non-profit organization. If a party is a subsidiary or direct or indirect affiliate of any other organization, it must indicate in its proposal the name of the related organization and the relationship. If a party responding to this RFP is a corporation it shall list the names of those stockholders holding 10% or more of the outstanding stock.

Section 8 of this document describes general terms and conditions. Section 9 of this document contains required administrative forms which must accompany all proposals. Exclusion of any required form is grounds for rejection of proposals.

1.12 Division of Property Management and Construction Prequalification

Pursuant to N.J.S.A. 40A:11-4.6 (b)(2)(b), “Individuals or organizations performing *energy audits*, acting as commissioning agents, or conducting verification of energy savings plans, implementation of energy conservation measures, or verifying guarantees shall be prequalified by the Division of Property Management and Construction in the Department of the Treasury to perform their work under an energy savings improvement program.” See Appendix A for more information.

1.13 Definitions

The following definitions shall apply to and are used in this Request for Proposals (RFP):

“City” - refers to the City of Jersey City

“RFP” - refers to this Request for Proposals, including any amendments thereof or supplements thereto.

“Respondent” or “Respondents” - refers to the interested persons and/or firm(s) that submit a Proposal.

“Competitive Contracting” - refers to the process by which proposals are evaluated and contracts awarded, pursuant to N.J.S.A. 40A:11-4.1 *et seq.*

“Consultant” or “Consultants” - refers to the interested persons and/or firm(s) that submit a Proposal.

“Vendor” or “Vendors” - refers to the interested persons and/or firm(s) that submit a Proposal.

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1.14 Submission address

All proposals should be sent to:

Peter Folgado
Acting Director of Purchasing
Department of Administration
Division of Purchasing
1 Journal Square Plaza
Jersey City, NJ 07306

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SECTION 2: INSTRUCTIONS TO VENDORS AND STATUTORY REQUIREMENTS

2.1 Proposal submission

Proposals shall be received by the contracting unit, hereinafter referred to as “City” in accordance with public advertisement as required by law, with a copy of said notice being attached hereto and made a part of this RFP.

The proposal shall be submitted in a sealed envelope: (1) addressed to the Acting director of Purchasing, (2) bearing the name and address of the Vendor written on the face of the envelope, and (3) clearly marked “Proposal” with the contract title “Energy Audit”.

2.2 Delivery of Proposals

It is the Vendor’s responsibility that Proposals are presented to the City at the time and at the place designated. Proposals may be submitted in person, or may be sent by U.S. certified mail return receipt requested, or may be sent by private courier service. Mail Proposals to: Peter Folgado, Acting Director of Purchasing, Division of Purchasing, 1 Journal Square Plaza, 2nd floor, Jersey City, NJ 07306. Proposals sent by mail must be received by the Director no later than 4:00 PM on the last City business date before the date of the Proposal reception. Proposals sent by courier service must be delivered to the Director no later than 11:00 AM on the date of the Proposal reception. The City shall not be responsible for the loss, non-delivery, or physical condition of proposals sent by mail or courier service.

2.3 Withdrawal of Proposal

Proposals forwarded to the City before the time of opening of Proposals may be withdrawn upon written application of the Vendor who shall be required to produce evidence showing that the individual is or represents the principal or principals involved in the proposal. Once Proposals have been opened, they shall remain firm for the period of sixty (60) calendar days.

2.4 Entries on required forms

All prices and amounts must be written in ink or preferable machine-printed. Any changes, whiteouts, strikeouts, etc. in the proposal must be initialed in ink by the authorized person signing the proposal.

2.5 Familiarity with RFP specifications

The Vendor understands and agrees that its Proposal is submitted on the basis of the specifications prepared by the City. The Vendor accepts the obligation to become familiar with these specifications.

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Vendors are expected to examine the specifications and related RFP documents with care and observe all their requirements. Ambiguities, errors or omissions noted by Vendors should be promptly reported in writing to the City's contact person.

2.6 Addenda or Amendments to RFP

During the period provided for the preparation of responses to the RFP, the City may issue addenda, amendments or answers to written inquiries. Those addenda will be noticed by the City and will constitute a part of the RFP. All responses to the RFP shall be prepared with full consideration of the addenda issued prior to the Proposal submission date.

All communications concerning this RFP or the RFP process shall be directed to the City's contact person, in writing, via fax, or via e-mail. Responses to all questions will be forwarded as addenda to all prospective respondents who have provided accurate and current contact information (mailing address, fax number, e-mail address) to the Division of Purchasing.

No oral interpretation and or clarification of the meaning of the specifications for any goods and services will be made to any Vendor. Such request shall be in writing, addressed to the City's contact person stipulated in the specification. In order to be given consideration, a written request must be received at least seven (7) business days prior to the date fixed for the opening of the Proposal for goods and services.

Subsequent to issuance of this RFP, the City (through the issuance of addenda to all persons and/or firms that have received a copy of the RFP) may modify, supplement or amend the provisions of this RFP in order to respond to inquiries received from prospective Respondents or as otherwise deemed necessary or appropriate by (and in the sole judgment of) the City.

2.7 Standards of Quality and Performance

Brand names and/or descriptions used in these specifications are to acquaint Vendors with the types of goods and services desired and will be used as a standard by which goods and services offered as equivalent will be evaluated.

Variations between the goods and services described and the good and services offered are to be fully identified and described by the Vendor on a separate sheet and submitted with the Proposal. Vendor literature WILL NOT suffice in explaining exceptions to these specifications. In the absence of any exceptions by the Vendor, it will be presumed and required that the goods and services as described in the Proposal specification be provided or performed.

It is the responsibility of the Vendor to document and/or demonstrate the equivalency of the goods and services offered. The City reserves the right to evaluate the equivalency of the goods and services.

2.8 Patents and Trademarks

In submitting its Proposals, the Vendor certifies that the goods and services to be furnished will not infringe upon any valid patent or trademark and that the successful Vendor shall, at its own expense, defend any and all actions or suits charging such infringement, and will save the City harmless from any damages resulting from such infringement.

2.9 Buy American

Pursuant to N.J.S.A. 40A:11-18, only manufactured products of the United States, wherever available, shall be used. All services not performed at City facilities are to be performed at onshore facilities within the Continental United States.

2.10 Defective or inferior goods

The vendor shall guarantee any or all goods and services supplied under these specifications. Defective or inferior goods shall be replaced at the expense of the vendor. The vendor will be responsible for return freight or restocking charges.

2.11 Rights of the City

The City reserves, holds and may exercise, at its sole discretion, the following rights and options with regard to this RFP and the procurement process in accordance with the provisions of applicable law:

- To conduct investigations of any or all of the Respondents, as the City deems necessary or convenient, to clarify the information provided as part of the Proposal and to request additional information to support the information included in any Proposal.
- To suspend or terminate the procurement process described in this RFP at any time (in its sole discretion.) If terminated, the City may determine to commence a new procurement process or exercise any other rights provided under applicable law without any obligation to the Respondents.

2.12 Cost of Proposal Preparation

Each Proposal and all information required to be submitted pursuant to the RFP shall be prepared at the sole cost and expense of the Respondent. There shall be no claims whatsoever against the City, its officers, officials or employees for reimbursement for the payment of costs or expenses incurred in the preparation of the Proposal or other information required by the RFP.

2.13 Required Documents

This document (Section 10) contains required administrative forms which must accompany all Proposals.

2.14 Authorized Signatures

Proposals by partnerships must furnish the full name of all partners and must be signed in the partnership name by one of the members of the partnership or by an authorized representative.

Proposals by corporations must be signed in the legal name of the corporation, followed by the name of the State in which incorporated and must contain the signature and designation of the president, secretary or other person authorized to bind the corporation in the matter.

Proposals by sole-proprietorship shall be signed by the proprietor.

When requested, satisfactory evidence of the authority of the officer signing shall be furnished.

2.15 “Truth in Contracting” Laws

Vendors should be aware of the following statutes that represent “Truth in Contracting” laws and should consult that statutes or legal counsel for further information:

N.J.S.A. 2C:21-34, *et seq.* governs false claims and representations by Vendors. It is a serious crime for a Vendor to knowingly submit a false claim and/or knowingly make material misrepresentation.

N.J.S.A. 2C:27-10 provides that a person commits a crime if said person offers a benefit to a public servant for an official act performed or to be performed by a public servant, which is a violation of official duty.

N.J.S.A 2C:27-11 provides that a Vendor commits a crime if said person, directly or indirectly, confers or agrees to confer any benefit not allowed by law to a public servant.

2.16 Disposition of RFP

Upon submission of a Proposal in response to this RFP, the Respondent acknowledges and consents to the following conditions relative to the submission and review and consideration of its Proposal:

- All Proposals shall become the property of the City and will not be returned.
- All Proposals will become public information at the appropriate time, as determined by the City (in the exercise of its sole discretion) in accordance with law.
- The entire contents of every proposal that is publicly opened and read becomes a public record notwithstanding any disclaimer by the Vendor in the Proposal document.

- All Proposals, as public records, are available for public review and inspections. Persons who wish to review Proposals must make an appointment with the Purchasing Division. Inspection is subject to the rules of the Purchasing Division.

2.17 Softcopy version of RFP

Prospective Vendors who have obtained printed copies of this RFP and who have provided accurate and current contact information (mailing address, fax number, e-mail address) to the Division of Purchasing, may request a softcopy version of this RFP. Softcopy versions will be provided as a PDF file only.

2.18 Compliance with applicable laws

The Vendor shall keep fully informed of all Federal and State laws, all local laws, ordinances, safety codes, regulations and orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any manner affect those engaged or employed on the work or which in any way affect the conduct of the work. Vendor shall at all times observe and comply with all such laws, ordinances, safety code, regulations, order or decree, whether by himself or his employees.

Vendor shall be responsible for obtaining any applicable permits or licenses from any government entity that has jurisdiction to require the same.

2.19 Exceptions to specification

Vendors are cautioned that failure to submit the information as required may result in a determination that the Vendor's proposal is non-responsive to Proposal requirements. Any qualifying statements by the Vendor which effort change(s) to any Proposal requirements may be regarded as non-responsive. Consequently, the Vendor's eligibility for contract award may be jeopardized.

Therefore, Vendors are encouraged not to take exception to the City's terms, conditions or specifications. In the event that a Vendor wishes to take exception to any of the City's terms, conditions or specifications, such exceptions must be submitted with the Proposal and must cross reference the applicable Proposal page and section reference number.

2.20 Tax exempt status

The City of Jersey City is tax exempt

2.21 Price quotes and price changes

The Vendor agrees that all prices quoted herein are to be considered fair and final and that no additional fees, late payment charges, shipping charges, surcharges, state and federal taxes or other increases shall be placed upon the products or services that are provided during the term of this

agreement.

In the event of a Manufacturer's or Vendor's price decrease during the contract period, the City shall receive the full benefit of such price reduction. The Business Administrator or his designee must be notified in writing of any price reduction within five (5) working days of the effective date. Failure to report price reductions may result in cancellation of the contract for cause.

2.22 Intent of contract documents

Under these specifications and the contract which will be based thereon, it is proposed that the Vendor shall furnish all materials, equipment, tools, labor, and supervision necessary to complete the work upon which he proposes in strict accordance with the plans and specifications.

The intent of the contract documents is to obtain a complete job, satisfactory to the City. It shall be understood that the Vendor has satisfied himself as to the full requirements of the contract documents and has based his Proposal upon such understanding.

2.24 Familiarity with work

It is the obligation of the Vendor to ascertain for himself all the facts concerning conditions to be found at the location(s) of the Project including all physical characteristics, to read the RFP thoroughly and completely, to consider fully there and all other matters which can in any way affect the work under the contract and to make the necessary investigations relating thereto, and he agrees to this obligation in the signing of the contract. The City assumes no responsibility whatsoever with respect to ascertaining for the Vendor such facts concerning physical characteristics at the site(s) of the Project. The Vendor agrees that he will make no claim for additional payment or seek extension of time for completion of the work or seek any other concession because of any misinterpretation or misunderstanding of the contract, on his part, or of any failure to fully acquaint himself with all conditions relating to the work.

2.25 Causes for Rejection

Proposals from Vendors who are found to be unqualified and Proposals not accompanied by all required and properly completed Proposal documents shall be rejected. In addition, causes for rejection of Proposals may include, but not be limited to, the following:

- a) If prices are obviously unbalanced;
- b) The Vendor is determined to possess prior negative experience, pursuant to N.J.S.A. 40A:11-4b;
- c) If the Acting Director of Purchasing, at his sole discretion, deems it advisable to do so in the best interest of the City of Jersey City;

- d) If conditions, limitations or provisions are attached by a Vendor to his Proposal, if Proposals are otherwise irregular or if the enclosed or accompanying documents are not completed and properly executed;
- e) If the Vendor does not own sufficient or satisfactory equipment to perform the work, or if the Vendor does not have sufficient staffing resources to perform the work;
- f) The submission by the Vendor of false information as to its years of experience shall result in the automatic rejection of the Proposal;
- g) Where a Proposal is extremely inconsistent with the industry's standards, such Proposal shall be considered irresponsible and the City shall reject such Proposal. The determination as to the industry standards shall be made by the acting Director of Purchasing and shall be kept on file by the Acting Director of Purchasing;
- h) If more than one Proposal is received from an individual, firm or partnership, corporation or association under the same name;
- i) Multiple Proposals from an agent representing competing Vendors.
- j) Vendor is not prequalified by DPMC (See Appendix A and N.J.S.A. 40A:11-4.6)

2.26 Single contract award

This contract, if awarded, will be awarded to a single Vendor or business entity that will be considered the prime Contractor. Payments will only be made to this vendor. Vendors should therefore review section 3.7 and ensure that their respective subcontractors and/or business partners meet the requirements specified. It is not the City's responsibility to manage Vendors' internal agreements.

2.27 Non-Submission of Proposal

In keeping with the City's policy of evaluation and updating Purchasing procedures, it is requested that Proposal recipients who do not bid, complete and return the "Non-Submission of Proposal" form contained in Section 10 of this document.

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SECTION 3: CONTRACT SPECIFICATIONS

3.1 General

The Municipal Council will either authorize the award of the contract or reject all Proposals received within sixty (60) days after the formal opening of Proposals except that the Proposals of any Vendors who consent thereto, may, at the request of the City, be held for consideration for such longer period as may be agreed. The acceptance of a Proposal will be a notice in writing signed by the Acting Director of Purchasing and no other act shall constitute the acceptance of a Proposal.

3.2 Non-appropriation of funds

Contract may be terminated in the event of non-appropriation of funds with no penalty.

3.3 Single point of contact/Account representative

Vendor must provide name, telephone and resume of government account representative who will be City's single point of contact and described company support available to said contact.

3.4 Late payment penalty

The City of Jersey City will allow a penalty for late payment only after 30 days of receipt of invoices.

3.5 Down payments/Security deposit

City of Jersey City will not pay any down payment or security deposit.

3.6 Maximum quantity

Not applicable for this project.

3.7 Subcontracting

The Vendor shall agree not to assign, subcontract or transfer any part of this contract without the prior written consent of the City.

The Vendor awarded this contract shall be considered the prime Contractor who will be the sole point of contact with regard to contractual matters and the prime Contractor will be required to assume sole responsibility for the delivery of goods and services stipulated in the Proposal. Payment will be made only to the prime Contractor.

The prime Contractor is responsible for assuring subcontractor compliance with all terms and conditions of this Proposal. The prime Contractor will assume sole responsibility for any payments due the subcontractor(s) under this contract.

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If any part of the work is to be subcontracted as part of the proposal, the City reserves the right to reject the proposed subcontractor and/or modify both the work to be subcontracted and the proposed agreement. The requirements as outlined in the Proposal for the prime Contractor also apply to any subcontractors. All contractual agreements must be approved in advance by the City's Business Administrator or his designee. Any proposed changes in approved subcontractors during the term of the contract require the prior approval of the Business Administrator or his designee.

The Vendor will supply the following detailed information concerning any subcontractors proposed to be used during the term of the contract:

- a) Name and Address of subcontractor(s).
- b) Detailed description of goods and services to be provided by each subcontractor.
- c) Detailed resumes for subcontractors personnel assigned to the project that demonstrate the individual(s) knowledge, ability and experience as it relates to your proposal.
- d) Documented experience of the subcontractor in successfully performing work on contracts of a similar size and scope to the required by this Proposal.
- e) Copies of business registration certificates (BRC) for all subcontractors.

3.8 Disputes

The City and Vendor agree that in the event of a dispute arising under the Agreement, whether involving law or fact or both, or extra work, or claims for additional compensation or claims for alleged breach of contract, the parties agree to the following:

- a) All such disputes shall be reported to the Business Administrator or his designee within 48 hours of commencement of such dispute. Vendor shall submit a detailed claim with such specificity to provide the Business Administrator with an intelligent basis for resolving the dispute.
- b) Any claim not presented within the time limit specified in this paragraph shall be deemed to have been waived except that if the claim is of a continuing character and notice of the claim is not given within 48 hours of its commencement, the claim will be considered only for a period commencing 48 hours prior to the receipt by the City of notice thereof.
- c) Each decision by the Business Administrator will be in writing and will be mailed to the Vendor by registered or certified mail, return receipt requested, directed to his last known address.

- d) If the vendor does not agree with a decision of the Business Administrator, he shall in no case allow the dispute to delay the work, but shall notify the City promptly that he is proceeding with the work under protest.
- e) In the event of disputes involving non-monetary issues, the Business Administrator's decision shall prevail. The Business Administrator, in his decision, may conduct such fact finding as he deems necessary in order to resolve the decision.

3.9 Termination for cause

Whenever the City determines that the successful Vendor for the contract is unable to provide adequate services to the City due to the inability of the Vendor to meet the demands of said contract, the City reserves the right to terminate the contract.

If the Vendor shall fail to fulfill in a timely and proper manner its obligations under this agreement, then the Business Administrator shall thereupon have the right to terminate this agreement by giving written notice to the Vendor specifying the effective date of such termination.

The City has the right to declare the Vendor in default under the following circumstances:

- a) If the work to be done under this contract is abandoned.
- b) If the Vendor assigns or sublets the work otherwise than as specified.
- c) If the Vendor fails to or refuses to regard laws, ordinances, regulations, and such orders as given by the City with respect to the work.
- d) If the Vendor is adjudged bankrupt or makes an assignment for the benefit of creditors.
- e) If the Vendor violates any of the provisions of this contract or shall not perform the same in good faith.

Any violations of these RFP specifications shall render the Vendor non-compliant and shall be legal grounds for contract cancellation.

The Vendor shall be liable for any and all property loss suffered by or occasioned to the City due to negligence of the Vendor during the term of the contract, which shall be legal grounds for cancellation of the contract.

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3.10 Time for Executing Contract

Any Vendor whose Proposal is accepted will be required to execute four (4) copies of the Contract and furnish satisfactory Certificates of Insurance to the City within ten (10) working days after notice of acceptance of prior to the execution of the Contract by the City.

The rights and obligations provided for in the Contract shall become effective and binding upon the parties only with its formal execution by the City. Any work started or materials delivered prior to said execution of Contract shall be at the Vendor's risk.

3.11 Acquisition, Merger, Sale and/or transfer of business, etc.

It is understood by all parties that if, during the life of the contract, the Vendor disposes of his/her business concern by acquisition, merger, sale and/or transfer or by any means convey his/her interest(s) to another party, all obligations are transferred to that new party.

In this event, the new Owner(s) will be required to submit all documentation/legal instruments that were required in the original Proposal/contract. Any change shall be approved by the City.

3.12 Payment

No payment will be made unless duly authorized by the City's authorized representative and accompanied by proper documentation.

Payment will be made in accordance with the City's policy and procedures.

Payment of claims are approved by the City Council at its regular meeting, the 2nd and 4th Wednesday of each month.

3.13 Provisions Required by Law Deemed Inserted

Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein and if, through mistake or otherwise, and such provisions is not inserted or is not correctly inserted, then upon the application of with party, the Contract shall be physically amended to make such insertion.

SECTION 4: WRITTEN PROPOSAL FORMAT

Proposals must address all information requested in this RFP. Proposals which in the judgment of the City fail to meet the requirements of the RFP or which are in any way conditional, incomplete, obscure, contain additions or deletions from requested information, or contain errors may be rejected.

4.1 Mandatory content

Each proposal submitted must contain the fifteen (15) sections described below:

- Title Page
- Table of Contents
- Executive Summary
- Background
- Scope
- Objectives
- Project Approach
- Project Organization
- Project Workplan (including project organization, critical success factors and risks)
- Key Dates & Deliverables
- The City of Jersey City Responsibilities
- Staffing
- Assumptions
- Timing & Fees
- Appendices/Other

The information requested by the sectional format described above is further defined.

4.1.1 Title Page

The proposal should include a title page, which identifies the project; the Vendor's Firm, name of the Vendor's primary contact, address, telephone number, fax number and email address.

4.1.2 Table of Contents

The Vendor's proposal should include a Table of Contents, which lists the titles and page numbers for each major topic and sub-topic contained in the proposal.

4.1.3 Executive Summary

This section should include a summary of the key points and highlights of the Vendor's response and should discuss the pricing contained in the proposal.

4.1.4 Background

In this section of the proposal, the Vendor should review its understanding of the business drivers behind the City of Jersey City strategy, and provide background on how its firm will address those concerns.

4.1.5 Scope

In this section of the proposal, the Vendor should state what it believes to be the scope of the intended strategy within the City of Jersey City. If there are any gaps between what the Vendor believes should be the proper scope of the solution given all information known at the time of this RFP, the Vendor should clearly state these gaps in this section and clearly mark these concerns as such.

4.1.6 Objectives

In this section of the proposal, the Vendor should state what it believes to be primary objectives for each element of the plan. Vendors may choose to offer suggestions to the City of Jersey City on how objectives for this type and size of a phased project should be measured throughout the life of the implementation, to ensure success in delivery of every business priority.

4.1.7 Project Approach

A general discussion of the approach the Vendor is proposing should be contained in this section. This should include detail of all assumptions being made to accomplish the desired approach. A discussion of the high level tasks and key milestones should be described in this section and tie directly or be referenced directly to deliverables in the workplan. Additionally, Vendors should highlight any risks they deem to be significant enough in nature, which could result in any priority specification within the project that would not be delivered on time, and on budget.

4.1.8 Project Organization

The Vendor should detail in this section, the organizational structure it believes necessary to accomplish each phase of the project within the desired timeframe and budget. Each phase's organization should consider both Vendor and the City of Jersey City resources. Support of, and utilization of Minority and Women Owned Business Enterprises, consistent with the City of Jersey City policies, should be described.

Minimum qualifications for each role should be identified. In addition, the time commitment (both percentage and number of hours) for each resource, based on the priorities defined for in the Business Requirements, should be clearly stated.

4.1.9 Project Plan

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In general discussion of the approach the Vendor is proposing should be contained in this section. This should include detail of all assumptions being made to accomplish the desired approach. A discussion of the high level tasks and key milestones should be described in this section and tie directly or be referenced directly to deliverables in the workplan.

Vendors should highlight any risks they deem to be significant enough in nature, which could result in any priority specification within the project that would not be delivered on time, and on budget.

Additionally, the project plan should present a picture of key activities, milestones, key dates, etc. necessary to deliver this project. The City of Jersey City realizes that each Vendor brings its own methodology and work plan.

4.1.10 Key Dates & Deliverables

This section should present a summary of key dates, milestones and associated deliverables found in the work plan. A description of what the City of Jersey City should expect to see and/or receive on the associated date should be described and/or presented as examples. The City expects a final deliverable within 6 months of contract award.

4.1.11 Jersey City Responsibilities

In this section, the Vendor should clearly describe any assumptions relating to the responsibilities and/or commitments the Vendor is expecting of the City of Jersey City throughout the life of this project.

4.1.12 Assumptions

In this section, the Vendor should clearly describe any assumptions relating to the responsibilities and or commitments the Vendor is expecting of the City of Jersey City throughout the life of this project, as well as any assumptions being made relating to any part of the proposal or project strategy.

4.1.13 Staffing

A discussion of the project team that will be utilized should be contained in this section. The City of Jersey City requests that as part of the discussion here, the Vendor state exactly the role the proposed Vendor team member will assume on each phase and detail the qualifications for the role that the team member possesses.

4.1.14 Timing and Fees

In this section, please describe the timing and associated fees the Vendor is proposing for the implementation. Vendors should be sure to include all expenses associated with delivery, in addition to professional fees. Vendors should identify hourly participation and hourly fees by specific personnel. Vendor proposals which present, in detail, the costs per location of various audit

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elements, will be viewed more favorably. If no breakdown is provided, the City assumes that vendor will be paid a lump sum at acceptance of final deliverables.

It is important to note that pursuant to N.J.S.A 40A:5-16, the City is prohibited from paying for goods or services before they have been provided. Therefore, any proposals which specify payment upon contract signing will be deemed unresponsive and rejected.

4.1.15 Appendices/Other

This section should include at minimum: Vendor qualifications, references and resumes.

If vendors feel that other materials are necessary (such as promotional literature, white papers, etc) they should provide them in a separate document clearly labeled "Additional Materials" in order to adhere to the 30 page maximum guideline for proposal length. Note that these materials may or may not be reviewed by all evaluators and will not be part of the official evaluation.

Finally, any out-of-scope services not covered in other sections should be included here. A description of the personnel likely to be involved, and the resources brought to bear (including costs and/or hourly rates) must be provided.

4.2 Required forms

Section 10 contains forms which are required to be submitted with each proposal. These forms are statutory and/or administrative in nature and for the most part, self-explanatory.

SECTION 5: PROJECT OBJECTIVES

Per Local Finance Notice 2009-11 (**Implementing an Energy Savings Improvement Program P.L. 2009, c.4**):

“The first step in developing an ESIP[Energy Savings Improvement Program] is to conduct an energy audit. The energy audit shall identify the current energy use of any or all facilities and “energy conservation measures” that can be implemented to realize and maximize energy savings and energy efficiency. The statutory definition of energy conservation measures reads: an improvement that results in reduced energy use, including, but not limited to, installation of energy efficient equipment; demand response equipment; combined heat and power systems; facilities for the production of renewable energy; water conservation measures fixtures or facilities; building envelope improvements that are part of an energy savings improvement program; and related control systems for each of the foregoing.”

5.1 Overall Goals

This City desires to develop and implement an Energy Savings Improvement Program (ESIP) with the overall goals of implementing “green” initiatives to:

- Reduce City’s energy consumption
- Reduce greenhouse gas emissions
- Install in key facilities (where practical) alternate energy sources and energy savings improvements that will reduce energy usage and energy costs
- Offset the cost of energy improvements from energy cost savings
- Prepare guidelines on basic behavioral changes that can contribute to overall energy savings in City-owned buildings and facilities.

The first step in developing the ESIP, is the conducting of an investment grade (Level III) energy audit. Again, per LFN 2009-11 (**Level III - Detailed Analysis of Capital-Intensive Modifications**):

“A Detailed Analysis focuses on potential capital-intensive projects identified during Level II and involves more detailed field data gathering and engineering analysis. It provides detailed project

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cost and savings information with a high level of confidence sufficient for major capital investment decisions. It is also known as an “investment grade audit.”

5.2 Deliverables

For the locations identified in Appendix B, the vendor will produce a document detailing the results of an Investment Grade Audit which shall assess current energy usage and costs, identify, analyze and recommend energy efficiency measures, renewable energy systems and strategies for the purchase of energy.

The energy audit shall include a complete inventory of meters and billing points for all sources of energy. The goal of the energy audit is to identify opportunities for reducing energy cost.

Audit report should address energy savings opportunities including, but not limited to:

- Controls
- Maintenance
- Low cost/No cost
- Retrofit

Finally, although not required by the ESIP process, opportunities to implement the provisions of LEED for Existing Buildings: Operations and Maintenance, as administered by the Green Building Certification Institute (<http://www.gbci.org>) will be welcomed as part of the energy audit.

SECTION 6: SCOPE OF SERVICES

The City currently provides constituent services from over 30 locations throughout Jersey City (Appendix B). Three of these locations (1 Journal Square Plaza, 30 Montgomery St, and 201 Cornelison Ave) are leased space and will not be audited. In addition, the Public Works Complex at 575 Route 440 will be vacated in the near future in favor of a to-be-constructed highly energy efficient facility and will also not be audited. The City may, at its discretion, exclude selected facilities from the audit.

The City purchases natural gas and electricity from PSE&G. All locations included in the audit utilize natural gas for heating.

The successful Vendor will be conducting analyses including, but not limited to the following:

6.1 Historic Energy Consumption

For the locations identified in Appendix B, the vendor will:

- Compile energy usage and costs for each facility/building for the twelve months prior to the audit including kW, kWh, BTUs, therms, etc. and include billing meter readings that corroborate usage
- Identify the utility rate schedule under which services are provided to each meter
- Enter the required building and utility data into the U.S. Environmental Protection Agency's (EPA) Portfolio Manager energy benchmarking system. Note the EPA Score for each building, and provide the information necessary to access the Portfolio Manager account.

6.2 Facility or Measure Description

For the locations identified in Appendix B, the vendor will characterize building usage and occupancy profiles, facility size, construction features including an assessment of the building envelope (windows, doors, insulation, etc.) and equipment description and operations.

6.3 Equipment List

For the locations identified in Appendix B, the vendor will provide a detailed inventory of equipment, which contains pertinent information for all energy consuming equipment including estimate of equipment efficiency and remaining useful life.

For example, for lighting, for each area of each building, provide:

- Existing fixture type
- Existing lamp type

- Existing lamp count
- Existing ballast type
- Current watts per fixture
- Current energy cost per room/building.

Similar detail should be provided for other equipment.

6.4 Energy Conservation Measures (ECM)

For the locations identified in Appendix B, the vendor will provide a narrative summary for each energy conservation measure recommended.

For example, for lighting recommendations, for each area of each building, provide:

- Proposed fixture type
- Proposed lamp type
- Proposed lamp count
- Proposed ballast type
- Total watts per proposed fixture
- Projected energy savings per room
- Projected energy cost savings per room
- Before and after lighting levels

Similar detail should be provided for other measures.

Clearly document the key assumptions made in analyzing each measure and describe the method of analysis. Provide the following for each recommended energy conservation measure:

- Description of energy conservation measure
- Estimated installation cost and source of cost estimate
- Estimated energy savings (kW, kWh, therms, etc.)
- Estimated annual energy cost savings (including any assumptions regarding future energy costs, life of measure, etc.)
- Estimate of any rebates/financial incentives available through New Jersey's Clean Energy Program or from other sources
- Estimated annual operating cost savings
- Estimated lifetime energy cost savings
- Simple payback
- Estimated return on investment
- Options for funding the installation of recommended measures

Appendix C (excerpted from LFN 2009-11), contains a list of ECMs.

6.5 Renewable/Distributed Energy Measures

The contractor shall perform a high level assessment of renewable and distributed energy technologies which includes:

- Recommendations on the potential/viability of various renewable/distributed energy technologies
- Identification of available grants and incentives and sources of funding
- Analysis of costs and savings comparing current and future costs of electric and thermal energy with and without each technology assessed

6.6 Energy Purchasing and Procurement Strategies

For each facility in Appendix B:

- Develop a load profile for each electric and natural gas account
- Provide an analysis of the utility tariff under which the facility is currently served
- Assess potential savings from purchasing from third party suppliers

6.7 Water Efficiency and Conservation Measures

Per LFN 2009-11 (**Energy Audit**):

“Note that the definition includes “water conservation measures” which, in turn is defined as “an alteration to a facility or equipment that reduces water consumption, maximizes the efficiency of water use, or reduces water loss.” For the purposes of ESIPs, water conservation is included in references to energy savings.”

SECTION 7: PROPOSAL SUBMISSION REQUIREMENTS

To be responsive, Proposals must provide all requested information, and must be in strict conformance with the instructions set forth herein. Proposals and all related information must be bound, and signed and acknowledged by the Respondent.

7.1 Number of copies

Respondents must provide submit one signed original and 5 copies of their proposal of which 1 must be unbound (for photocopying purposes).

7.2 Proposal media

Proposals forwarded by facsimile or e-mail will not be accepted, however respondents may alternately submit one signed original and 1 softcopy version (PDF only) on CD.

Please note that the City will not be responsible for CDs or softcopy files which cannot be opened, and that this may be grounds for rejection.

Responses should be complete and comprehensive. Elaborate bindings or literature are not necessary, but all documentation must be clear and legible. Poor quality copies of materials may be rejected.

7.3 Proposal format

To facilitate a timely and comprehensive evaluation of all submitted Proposals, it is essential that all Vendors adhere to the required response format. The City of Jersey City requires a standard format for all proposals submitted to ensure that clear, concise and complete statements are available from each Vendor in response to requirements. The required format is detailed in Section 4.

The City of Jersey City is not under any obligation to search for clarification through additional or unformatted information submitted as a supplement to the formatted response. Where a proposal contains conflicting information, the City of Jersey City at its option may either request clarification or may consider the information unresponsive.

7.4 Proposal length

The exact presentation and layout format of proposals is up to the discretion of the Vendor, however a maximum length of 30 pages is strongly suggested. Each proposal and all required forms must be signed in ink by a person authorized to do so.

7.5 Submission deadline

Proposals must be received by the City no later than 11:00 a.m. prevailing time on July 20, 2010, and must be mailed or hand-delivered.

SECTION 8: PROPOSAL EVALUATION

The City's objective in soliciting Proposals is to enable it to select a Vendor that will provide high quality and cost effective services to the citizens of Jersey City. The City will consider Proposals only from Vendors that, in the City's sole judgment, have demonstrated the capability and willingness to provide high quality services to the City in the manner described in this RFP.

8.1 Evaluation methodology

Proposals will be evaluated by a committee appointed by the Business Administrator, on the basis of which is the most advantageous, and this evaluation will consider the following:

8.2 Written response evaluation

There will be eight broad criteria by which proposals will be evaluated. Each criterion will bear a certain weight, and extent to which the criterion is met or exceeded will be determined by the committee. The written response will be worth 100 points as indicated below.

a. Required Format: 15 points

The extent to which the proposal includes the required sections (Title page, Table of contents, etc).

b. Compliance with technical requirements: 35 points

The extent to which the proposal meets the City's technical requirements as described in the "Scope of Services" section of this RFP.

- Historic Energy Consumption
- Facility or Measure Description
- Equipment List
- Energy Conservation Measures
- Renewable/Distributed Energy Measures
- Energy Purchasing and Procurement Strategies
- Water Efficiency and Conservation Measures

c. Prior experience on similar projects: 5 points

Proposals should include documentation (including references) of successful projects in organizations of similar size and complexity. Consultant should document:

- Experience with projects of a comparable nature
- Experience with U.S. Department of Energy Rebuild America Program
- Experience with New Jersey Energy Master Plan goals and objectives
- Experience with New Jersey Board of Public Utilities Clean Energy Program

d. Appropriateness of proposed methodology: 10 points

The extent to which the proposed methodology meets the City's goals as described in Sections 5 and 6 of this RFP. The degree to which specific activities and milestones are described will also be evaluated.

Vendors should describe their methodology and explain how it will meet the City's needs.

c. Timeliness of proposed methodology: 5 points

It is not the City's desire to engage in an unnecessarily extended process. Consultants should be assured that the City team members will give their respective projects top priority over all other existing efforts. As a result, proposals featuring aggressive time frames will be viewed more favorably. Time lines submitted should be well defined and feasible.

e. Personnel assigned: 5 points

Through this project, Jersey City will be reinforcing its reputation as a world class city, and is therefore entitled to expect world class credentials and experience from the vendors which it employs for high profile efforts. Resumes of vendor personnel will be scrutinized to ensure this requirement is met. Proposals which provide detailed accounts of team members' applicable experience and their anticipated roles in this project will be viewed more favorably.

f. Cost: 20 points

The winning proposal will not necessarily be that with the lowest cost, but that which provides the greatest value to the City. Proposals should provide detailed breakdowns on the cost components, including out-of-scope services which are not covered in the main sections of the document. Proposals will be evaluated on the detailed breakdown provided and whether pricing is appropriate to the project scope. The City may, at its discretion, exclude selected facilities from the audit. Therefore, vendor proposals which present, in detail, the costs per location of various audit elements, will be viewed more favorably.

g. Commitment to diversity: 5 points

Support of, and utilization of Minority and Women Owned Business Enterprises (MBE/WBE), and/or Locally Owned Business Enterprises consistent with the City of Jersey City policies, should be described.

8.3 Oral Presentation Guidelines

Not required for this RFP

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8.4 Final evaluation

The City will select the most advantageous proposal based on the all of the evaluation factors set forth in this RFP, and make the award in the best interest of the City. Each Proposal must satisfy the objectives and requirements detailed in this RFP. Successful Respondents shall be determined by an evaluation of the total content of the proposal submitted. The City shall not be obligated to explain the results of the evaluation process to any Respondent.

8.5 Contract award

A contract will be awarded pursuant to N.J.S.A. 40A: 11-4.1 *et seq.* and N.J.A.C. 5:34-4.1 *et seq.* (Competitive Contracting Law and Regulations).

The Municipal Council will vote to accept the proposal of a Consultant within 60 days of the receipt of proposals, except that the proposals of any Consultants, who consent thereto, may, at the request of the City, be held for consideration for such longer period as may be agreed.

SECTION 9: GENERAL TERMS AND CONDITIONS

The following are general terms and conditions which may or may not be explained elsewhere in this RFP.

9.1 City's right to reject

The City reserves the right to reject any or all proposals, if necessary, or to waive any informalities in the proposals, and, unless otherwise specified by the Respondent, to accept any item, items or services in the Proposal should it be deemed in the best interest of the City.

9.2 Original/Authorized signatures

Each proposal and all required forms must be signed in ink by a person authorized to do so and/or notarized as indicated.

9.3 Delivery of proposals

Proposals may be hand delivered or mailed consistent with the provisions of the legal notice to Respondents. In the case of mailed proposals, the City assumes no responsibility for proposals received after the designated date and time and will return late proposals unopened. Proposals will not be accepted by facsimile or e-mail.

9.4 Equal Employment Opportunity/ Affirmative Action requirements

Vendors are required to comply with the provisions of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 et seq. No firm may be issued a contract unless it complies with these affirmative action provisions. The Mandatory Equal Employment Opportunity/Affirmative Action Language for Goods, Professional Services and General Service Contracts, Exhibit A summarizes the full required regulatory text.

Goods and Services (including professional services) consultants/contractors 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:

- a. A photo copy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action programs (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.

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The Vendor's attention is also called to Section 10 of this document which contains the required information and forms. For information on AA/EEO requirements and forms only, please contact:

Jeana F. Abuan, Affirmative Action Officer, Public Agency Compliance Officer
Department of Administration, Office of Equal Opportunity/Affirmative Action
280 Grove Street Room-103
Jersey City NJ 07302

Tel. #201-547- 4533

Fax# 201-547-5088

E-mail Address: abuanJ@jcnj.org

9.5 Business Registration Certificate

P.L. 2004, c. 57 (Chapter 57) amends and supplements the business registration provisions of N.J.S.A. 52:32-44 which impose certain requirements upon a business competing for or entering into a contract with a local contracting agency whose contracting activities are subject to the requirements of the Local Public Contracts Law (N.J.S.A. 40A:11-2 *et seq.*).

Vendors are required to comply with the requirements of P.L. 2004, c. 57 (Chapter 57) which include submitting a copy of their Business Registration Certificate (BRC), issued by the NJ Department of the Treasury.

For more information on obtaining a BRC, see Section 10.

9.6 Clarification of RFP

Should any difference arise as to the meaning or intent of this RFP, the City's Business Administrator's decision shall be final and conclusive.

9.7 Indemnification

The Vendor, if awarded the contract, agrees to protect, defend and save harmless the City against damage for payment for the use of any patented material process, article or device that may enter into the manufacture, construction or form a part of the work covered by either order or contract, and further agrees to indemnify and save harmless the City from suits or actions of every nature and description brought against it for, or on account of, any injuries or damages received or sustained by any party or parties by, or from, any of the acts of the contractor, its servants or agents.

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9.8 Insurance requirements

The consultant shall maintain sufficient insurance to protect against all claims under Workmen's Compensation, General and Automobile Liability, and shall be subject to approval for adequacy of protection. Certificates of such insurance shall be provided the City when required. Insurance requirements are as follows:

- Comprehensive General Liability in the amount of \$2,000,000
- Workers Compensation in the statutory amount of \$100,000
- Automobile Liability in the amount of \$1,000,000
- Professional Liability in the amount of \$1,000,000

Certificates of Insurance for those policies above shall be submitted with the contract. Such coverage shall be with an insurance company authorized to do business in the State of New Jersey and shall name the City as an additional insured.

Self-insured vendors shall submit an affidavit attesting to their self-insured coverage and shall name the City as an additional insured.

9.9 Termination

Should a dispute arise, and if, after a good faith effort at resolution, the dispute is not resolved, either party may terminate the contract by providing 30 days written notice to the other party,

Regardless, the City reserves the right to cancel the contract without cause by providing 30 days written notice to the consultant.

SECTION 10: REQUIRED ADMINISTRATIVE FORMS

Please place the checklist and the required forms which follow at the front of your proposal to facilitate Purchasing's review.

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RESPONDENT: _____

RESPONDENT'S CHECKLIST

Item	Respondent Initials	Purchasing Review
A. Non-Collusion Affidavit properly notarized		
B. Public Disclosure Statement		
C. Mandatory Equal Employment Opportunity Language		
D. Employee Information Report		
E. Americans with Disabilities Act		
F. MWBE Questionnaire		
G. Business Registration Certificate		
H. Original signature(s) on all required forms.		

NON COLLUSION AFFIDAVIT

STATE OF NEW JERSEY

CITY OF JERSEY CITY ss:

I certify that I am _____

of the firm of _____

the Respondent making the proposal for the above named project, and that I executed the said proposal with full authority so to do; 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 City of Jersey City relies upon the truth of the statements contained in said proposal 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 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 (N.J.S.A.52: 34-25)

(Signature of respondent) _____

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 .

(NOTE: THIS FORM MUST BE COMPLETED, NOTARIZED AND RETURNED WITH THIS PROPOSAL).

PUBLIC DISCLOSURE INFORMATION

Chapter 33 of the Public Laws of 1977 provides that no Corporation or Partnership shall be awarded any State, City, Municipal or Schools District contracts for the performance of any work or the furnishing of any materials or supplies, unless prior to the receipt of the bid or accompanying the bid of said corporation or partnership there is submitted a public disclosure information statement. The statement shall set forth the names and addresses of all stockholders in the corporation or partnership who own ten percent (10%) or more of its stock of any class, or of all individual partners in the partnership who own a ten percent (10%) or greater interest therein.

STOCKHOLDERS:

Name	Address	% owned

SIGNATURE: _____

TITLE: _____

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 .

(NOTE: THIS FORM MUST BE COMPLETED, NOTARIZED AND RETURNED WITH THIS PROPOSAL).

EXHIBIT A

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

GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS (Mandatory Affirmative Action Language)

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 the 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 limit 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 place, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

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

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

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

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

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual

orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing conforms with the principles of job-related testing, procedures, if necessary, to assure that all personal 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, 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

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

The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

EXHIBIT A
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
MANDATORY EQUAL OPPORTUNITY LANGUAGE
Goods, Professional Services and General Services Contracts
(Mandatory Affirmative Action Language)

The undersigned vendor further agrees to furnish the required forms of evidence and understands that their contract/company's 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.

Representative's Name/Title (Print): _____

Representative's Signature: _____

Name of Company: _____

Tel. No.: _____ **Date:** _____

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

The contractor and the _____ of _____, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (*42 U.S.C. 5121 01 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 there unto, are made a part of this contract.

In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act.

In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation.

The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement.

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

Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title Print): _____

Representative's Signature: _____

Name of Company: _____

Tel. No.: _____ **Date:** _____.

MINORITY/WOMAN BUSINESS ENTERPRISE (MWBE)

Questionnaire for Bidders

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your proposal.

Business Name: _____

Address: _____

Telephone No.: _____

Contact Name: _____

Please check applicable category :

- | | |
|---|---|
| <input type="checkbox"/> Minority Owned | <input type="checkbox"/> Minority & Woman Owned |
| <input type="checkbox"/> Woman Owned | <input type="checkbox"/> Neither |

Definition of Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

African American: a person having origins in any of the black racial groups of Africa

Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

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.

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 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.

COMPANY: _____

SIGNATURE: _____ DATE: _____

PRINT
NAME: _____ TITLE: _____.

AFFIRMATIVE ACTION COMPLIANCE (SAMPLE DOCUMENTS)

Vendor must submit one of the following 3 documents:

- Letter of Federal Affirmative Action Plan Approval
- Certificate of Employee Information Report
- Employee Information Report Form AA302 (submitted to NJ State Dept of Treasury)

U.S. Department of Labor	Employment Standards Administration Office of Federal Contract Compliance Program	
	Newark Area Office 134 Evergreen Place, Fourth Floor East Orange, NJ 07018	
February 27, 19__	Reply to the attention of:	
President		
Dear		
Our recent compliance review of your establishment's equal employment opportunity policies and practices was completed on February 27, 19__.		
We found no apparent deficiencies or violations of Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973 or of 38 USC 2012 (the Vietnam Era Veterans' Readjustment Assistance Act). Accordingly, your establishment is deemed to be in compliance with these laws based on the material reviewed.		
The Office of Federal Contract Compliance Progress sincerely appreciated the cooperation and courtesies extended by you and your staff during the conduct of the compliance review.		
Sincerely,		
Area Office Director		

NEW JERSEY FACILITY

STATE OF NEW JERSEY
Division of Contract Compliance & Equal Employment Opportunity

EMPLOYEE INFORMATION REPORT

IMPORTANT - READ INSTRUCTIONS ON BACK OF FORM CAREFULLY BEFORE COMPLETING FORM. TYPE OR PRINT IN SHARP BALLPOINT PEN. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT EEO-1 REPORT FOR SECTION B, ITEM 11.

SECTION A - COMPANY IDENTIFICATION

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

SECTION B - EMPLOYMENT DATA

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

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

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

SECTION C - SIGNATURE AND IDENTIFICATION

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

WHITE - DIV. OF CONTRACT COMPLIANCE; CANARY - DIV. OF CONTRACT COMPLIANCE DP;
PINK - PUBLIC AGENCY; GOLD - VENDOR

Certification _____

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

VOID

This is to certify that the contractor herein has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of _____

[
[

VOID



State Treasurer

**INSTRUCTIONS FOR COMPLETING THE EMPLOYEE INFORMATION REPORT
(FORM AA302)**

IMPORTANT:

Read the following instructions carefully before completing the form. Print or type all information. Failure to properly complete the entire form may delay issuance of your certificate.

If you have a current certificate of employee information report, do not complete this form.

Send copy of current certificate to the public agency. Do not complete this form for construction contract awards.

ITEM 1 - Enter the Federal Identification Number assigned by the Internal Revenue Service, or if a Federal Employer Identification Number has been applied for, or if your business is such that you have not or will not receive a Federal Employer Identification Number, enter the Social Security Number of the owner or of one partner, in the case of a partnership.

ITEM 2 - Check the box appropriate to your TYPE OF BUSINESS. If you are engaged in more than one type of business check the predominate one. If you are a manufacturer deriving more than 50% of your receipts from your own retail outlets, check "Retail".

ITEM 3 - Enter the total "number" of employees in the entire company, including part-time employees. This number shall include all facilities in the entire firm or corporation.

ITEM 4 - Enter the name by which the company is identified. If there is more than one company name, enter the predominant one.

ITEM 5 - Enter the physical location of the company. Include City, County, State and Zip Code.

ITEM 6 - Enter the name of any parent or affiliated company including the City, County, State and Zip Code. If there is none, so indicate by entering "None" or N/A.

ITEM 7 - Check the box appropriate to your type of company establishment. "Single-establishment Employer" shall include an employer whose business is conducted at only one physical location. "Multi-establishment Employer" shall include an employer whose business is conducted at more than one location.

ITEM 8 - If "Multi-establishment" was entered in item 8, enter the number of establishments within the State of New Jersey.

ITEM 9 - Enter the total number of employees at the establishment being awarded the contract.

ITEM 10 - Enter the name of the Public Agency awarding the contract. Include City, County, State and Zip Code.

ITEM 11 - Enter the appropriate figures on all lines and in all columns.

THIS SHALL ONLY INCLUDE EMPLOYMENT DATA FROM THE FACILITY THAT IS BEING AWARDED THE CONTRACT.

DO NOT list the same employee in more than one job category.

DO NOT attach an EEO-1 Report.

Racial/Ethnic Groups will be defined:

Black: Not of Hispanic origin. Persons having origin in any of the Black racial groups of Africa.

Hispanic: Persons of Mexican, Puerto Rican, Cuban, or Central or South American or other Spanish culture or origin, regardless of race.

American Indian or Alaskan Native: Persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.

Asian or Pacific Islander: Persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian Sub-continent or the Pacific Islands. This area includes for example, China, Japan, Korea, the Philippine Islands and Samoa.

Non-Minority: Any Persons not identified in any of the aforementioned Racial/Ethnic Groups.

ITEM 12 - Check the appropriate box. If the race or ethnic group information was not obtained by 1 or 2, specify by what other means this was done in 3.

ITEM 13 - Enter the dates of the payroll period used to prepare the employment data presented in Item 12.

ITEM 14 - If this is the first time an Employee Information Report has been submitted for this company, check block "Yes".

ITEM 15 - If the answer to Item 15 is "No", enter the date when the last Employee Information Report was submitted by this company.

ITEM 16 - Print or type the name of the person completing the form. Include the signature, title and date.

ITEM 17 - Enter the physical location where the form is being completed. Include City, State, Zip Code and Phone Number.

TYPE OR PRINT IN SHARP BALL POINT PEN

The vendor is to complete the employee information report form (AA302) and retain copy for the vendor's own files. The vendor is to submit a copy to the public agency awarding the contract and forward a copy to:

**NJ Department of the Treasury
Division of Contract Compliance & Equal Employment Opportunity
P.O. Box 209
Trenton, New Jersey 08625-0209 Telephone No. (609) 292-5475**

Form: http://nj.gov/treasury/contract_compliance/pdf/aa302.pdf

Instructions: http://nj.gov/treasury/contract_compliance/pdf/aa302ins.pdf

Note that the sample form shown on the following page is for illustrative purposes only and should not be submitted. Use the state website links above to obtain the actual form. If you need further information on AA/EEO forms and/or requirements, please contact:

Jeana F. Abuan, Affirmative Action Officer, Public Agency Compliance Officer
Department of Administration, Office of Equal Opportunity/Affirmative Action
280 Grove Street Room-103
Jersey City NJ 07302

Tel. #201-547- 4533

Fax# 201-547-5088

E-mail Address: abuanJ@cnj.org

BUSINESS REGISTRATION LANGUAGE AND SAMPLE BRC

Refer to <http://www.state.nj.us/treasury/revenue/busregcert.htm>

P.L. 2004, c. 57 (N.J.S.A. 52:32-44)

MANDATORY BUSINESS REGISTRATION LANGUAGE

Non Construction Contracts

P.L. 2004, c. 57 (Chapter 57) amends and supplements the business registration provisions of N.J.S.A. 52:32-44 which impose certain requirements upon a business competing for, or entering into a contract with a local contracting agency whose contracting activities are subject to the requirements of the Local Public Contracts Law (N.J.S.A. 40A:11-2).

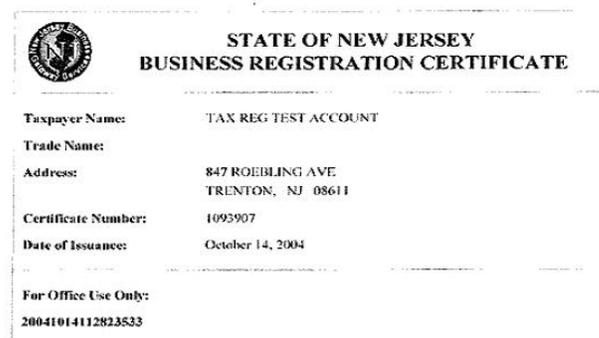
“New Jersey Business Registration Requirements”

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

Before final payment on the contract is made 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 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 a contracting agency.



APPENDIX A DPMC PREQUALIFICATION

New Classification Construction Trade – Energy Savings Program

Governor Corzine signed legislation on January 21, 2009 regarding Energy Savings Improvement Projects. The bill (A1185/S1537), now P.L. 2009, c.4 requires general contractors and energy service companies (also known as ESCO's) performing public works activities under an energy savings improvement program, to be classified with the NJ Division of Property Management and Construction (DPMC). Therefore, the DPMC has added the ENERGY SERVICES (ESCO) class code (C036) to its listing of construction classification trades.

Through this new energy savings legislation, school districts, higher education institutions, counties and municipalities, as well as State agencies, may now implement energy savings programs for its facilities. Energy audits are required to be performed by an independent "energy auditing" consultant prequalified by the DPMC. The energy audit will identify the current energy use of a building or facility and energy conservation measures that can be implemented in which the energy savings can be realized and maximized. Once an energy savings improvement plan is developed, verified and approved, it will be advertised by the organization or agency for bid to a DPMC classified ENERGY SERVICES Company or ESCO. The Energy Services Company, acting as a general contractor, will be responsible for overseeing the development, design and implementation of the energy services conservation measures chosen to improve the energy savings and efficiency of the facility.

Firms currently classified by DPMC may submit to add this new class code to include the new ENERGY SERVICES trade. The submission for the new trade requires an addendum to the firm's DPMC Form 27 which provides supplementary information to enable the DPMC to make a responsibility determination in order to assign classification approval for the new ENERGY SERVICES trade. The ENERGY SERVICES COMPANY Addendum form can be found on the DPMC website at www.state.nj.us/treasury/dpmc/

Firms seeking initial or renewal classification would need to complete the entire DPMC Contractor Classification (DPMC Form 27) which is also available on our website, www.state.nj.us/treasury/dpmc/

If you have any questions on this obtaining this new ENERGY SERVICES trade, please contact DPMC Contractor Classification at 609.943.3400.

**APPENDIX B
CITY LOCATIONS FOR AUDIT**

Property Location	Block	Lot	Land Desc	Building Desc	Facility Type
280 GROVE STREET	201	CH	205X410	CITY HALL	CITY HALL
335 BERGEN AVE.	1791	104	110X150.21IRR	1S-CB-SC-CENTER	COMMUNITY CENTER
140 MLK DRIVE	1329	28	202.17X95	2S-B-COMM. CTR	COMMUNITY CENTER
201 CENTRAL AVE.	835	N	800X690	PARK	FIELD HOUSE/ICE RINK
465 MARIN BLVD.	214	B.99	200X123.5	FIREHOUSE	FIRE HQ
106 BOYD AVE.	1794	H4	25X108	FIRE HOUSE	FIRE HOUSE
283 HALLADAY ST.	2054	5	25X100	FIRE HSE ENG 10	FIRE HOUSE
200 SIP AVENUE	1849	B1	25.36X129 IRR	FIRE HOUSE	FIRE HOUSE
697 BERGEN AVE	1826	1.A	28X100	FIRE HOUSE 9	FIRE HOUSE
468 OCEAN AVE	1472	6	21X40	FIRE ENGINE HOU	FIRE HOUSE
152 LINDEN AVE	1367	29	25X105	FIRE HOUSE	FIRE HOUSE
2 BERGEN AVE.	1344	18.99	50.16X95	FIRE HOUSE	FIRE HOUSE
152 LINCOLN STREET	924	29	35X100	FIRE HOUSE	FIRE HOUSE
731 SUMMIT AVE.	844.5	5	413X293 IR 2.526	1S-B-FIRE-HSE	FIRE HOUSE
595 PALISADE AVE	786	156	125X200	FIREHOUSE	FIRE HOUSE
666 SUMMIT AVE	574	B	88.81X120.85IRR	2S-B-FIRE HOUSE	FIRE HOUSE
139 SOUTH ST.	821	376	25X100	FIRE HOUSE	FIRE HOUSE
678 NEWARK AVE.	593.A	A4	144X161 IRR	2S-CB-LIBRARY	LIBRARY
326 EIGHTH ST.	357	E1.111	201.40X202	3S-B-D-34U-H(1)	LIBRARY
495 BERGEN AVE	1804	C.99	100.2X120COR	2S-B-LIBRARY	LIBRARY
275 M.L. KING DRIVE	1301	PL.A	191.45X108	LIBRARY	LIBRARY
14-16 ZABRISKIE ST	827	1	50X100	LIBRARY	LIBRARY
472 JERSEY AVE.	271	34	200X80	LIBRARY	LIBRARY
54 JOURNAL SQ.	1863	N.24	78.06X258.17IRR	THEATRE	LOEWS THEATRE
365 SUMMIT AVE.	1873	19	272.85X336 1.54	2S-BT-B-C-H	MUNICIPAL COURT
191 BERGEN AVE	1299.5	PT10.A	120X118 AV	POLICE STATION	POLICE STATION
282 CENTRAL AVE	743	2.A	50X100	POLICE STATION	POLICE STATION
207 SEVENTH ST.	248	L1	50X100	3S-B-POLICE STA	POLICE STATION
8 ERIE ST.	242	20.A	100X100	3S-B-C-H	POLICE HQ
574 COMMUNIPAW AVE.	1932	C	75X75	POL.&FIRE DEPT.	POLICE STATION
531 COMMUNIPAW AVE.	1941	59	240 X 100 IRR.	SWIMMING POOL	POOL
113-63 CENTRAL AVE.	835	S	800X750	RESERVOIR NO. 3	RESERVOIR

NOTE: The City may, at its discretion, exclude any of the above facilities from the audit. Therefore, vendor proposals which present, in detail, the costs per location of various audit elements, will be viewed favorably.

APPENDIX C

TYPES OF ENERGY CONSERVATION MEASURES (ECMs)

1. Boiler Plant Improvements, such as, but not limited to boiler control improvements upgrade of natural-gas-fired boilers with new controls
2. Chiller Plant Improvements, such as, but not limited to chiller retrofits or replacements
3. Building Automation Systems / Energy Management Control Systems (EMCS), such as, but not limited to:
 - HVAC upgrade from pneumatics to Direct Digital Control
 - Upgrade or replacement of existing EMCS systems
4. Heating, Ventilating, and Air Conditioning (HVAC, not including boilers, chillers, and BAS/EMCS) such as, but not limited to:
 - Packaged air conditioning unit replacements HVAC damper and controller repair or replacement
 - Replacement of air conditioning and heating units with heat pumps
 - Window air conditioning replacement with high efficiency units cooling tower retrofits or replacements
 - Economizer installation
 - Fans and pump replacement or impeller trimming thermal energy storage
 - Variable air volume (VAV) retrofit
5. Lighting Improvements, such as, but not limited to interior and exterior lighting replacements lighting control improvements, occupancy sensors installation, LED exit sign installation, daylighting.
6. Building Envelope Modifications, such as, but not limited to insulation installation, weatherization window replacement, and reflective solar window tinting
7. Chilled Water, Hot Water, and Steam Distribution Systems, such as, but not limited to piping insulation installation, hot water heater repair and replacement steam trap repair and replacement
8. Electric Motors and Drives, such as, but not limited to motor replacement with high efficiency motors variable speed motors or drives

9. Refrigeration, such as, but not limited to replacement of ice/refrigeration equipment with high efficiency units
10. Distributed Generation such as, but not limited to cogeneration systems installation microturbines installation, fuel cells installation
11. Renewable Energy Systems, such as, but not limited to photovoltaic system installation, solar hot water system installation, wind energy system installation, passive solar heating installation, alternatively fueled vehicle refueling station installation
12. Energy/Utility Distribution Systems, such as, but not limited to transformers installation power quality upgrades power factor correction, and gas distribution systems installation
13. Water and Sewer Conservation Systems, such as, but not limited to installation of low-flow showerheads, installation of low-flow plumbing equipment, installation of water efficient irrigation, and installation of on-site sewer treatment systems
14. Electrical Peak Shaving/Load Shifting, such as, but not limited to thermal energy storage, gas cooling
15. Energy Cost Reduction Through Rate Adjustments, such as, but not limited to recommendations for change to more favorable rate schedule, recommendations for Government negotiation of lower rates, same supplier, or recommendations for lower energy cost supplier(s) (where applicable) energy service billing and meter auditing recommendations
16. Energy Related Process Improvements, such as, but not limited to production and/or manufacturing improvements recycling and other waste stream reductions
17. Commissioning, such as but not limited to retro-commissioning services continuous commissioning services