REQUEST FOR PROPOSALS

for the

PROVISION AND IMPLEMENTATION OF CUSTOMER INFORMATION SYSTEM (CIS) AND BILLING SERVICES

for the

CITY OF EAST ORANGE (NEW JERSEY) BOARD OF WATER COMMISSIONERS

RFP SUBMISSION DEADLINE:

- **DATE: FRIDAY, JULY 22, 2016**
- **TIME: 12:00 NOON**
- **PLACE: MUNICIPAL COUNCIL CHAMBER**
  44 CITY HALL PLAZA
  EAST ORANGE, NJ 07018

PRE-PROPOSAL CONFERENCE:

- **DATE: MONDAY, JULY 11, 2016**
- **TIME: 10:00 AM**
- **PLACE: EAST ORANGE WATER COMMISSION**
  99 S. GROVE STREET
  EAST ORANGE, NJ 07019

LISA L. JACKSON, QPA
PURCHASING AGENT
CITY OF EAST ORANGE

REQUEST FOR PROPOSAL

PROVISION AND IMPLEMENTATION OF CUSTOMER INFORMATION SYSTEM (CIS) AND BILLING SERVICES

The CITY OF EAST ORANGE (NEW JERSEY) BOARD OF WATER COMMISSIONS is soliciting proposals through the competitive contracting process in accordance with N.J.S.A. 40A:11-4.1(k), et seq. for the **PROVISION AND IMPLEMENTATION OF CUSTOMER INFORMATION SYSTEM (CIS) AND BILLING SERVICES.**

Sealed RFP responses will be received by the Purchasing Agent on **Friday, July 22, 2016 at 12:00 Noon** in the Municipal Council Chamber, Municipal Building, 44 City Hall Plaza, East Orange, New Jersey 07018, at which time and place responses will be publicly opened and read aloud for:

PROVISION AND IMPLEMENTATION OF CUSTOMER INFORMATION SYSTEM (CIS) AND BILLING SERVICES

Detailed Request For Proposals are on file at the Division of Procurement, City Hall, 1st floor, between the hours of 9:30 am – 4:00 pm., Monday through Friday or can be downloaded from the City of East Orange's website: www.eastorange-nj.gov. If picked up on site, there will be a non-refundable cost of $25.00 per RFP packet to cover the cost of printing and administrative expenses. Checks are to be made payable to the CITY OF EAST ORANGE. Proposal is to be enclosed in a sealed envelope and distinctly show the name of the bidder and marked:

PROVISION AND IMPLEMENTATION OF CUSTOMER INFORMATION SYSTEM (CIS) AND BILLING SERVICES

All Professional Service Contractors are required to comply with the requirements of N.J.S.A. 10:5-33 et seq. Affirmative Action, P.L. 1975, c. 127, N.J.A.C. 17:27 et seq. (Contract Compliance and Equal Employment Opportunities in Public Contract and N.J.S.A. 52:25-24.2 (Disclosure of Ownership).

Unless otherwise provided, in any supplement to these instructions to respondent, no respondent shall modify, withdraw or cancel the proposal or any part thereof for sixty (60) days after the time designated for the receipt of proposal in the advertisement or Request for Proposal. For any questions regarding such, please contact Lisa L. Jackson, Purchasing Agent at (973) 266-5162.

Lisa L. Jackson, Q.P.A.
Purchasing Agent
City of East Orange

1.1 Background Information

The EOWC provides water and wastewater services to the 72,000 residents of the City of East Orange, New Jersey.

The EOWC currently uses a hosted vendor solution for its CIS and customer billing. EOWC utilizes drive-by automatic meter reading (AMR). Commercial customers are billed monthly and residential customers are billed quarterly. Customer bills are issued each calendar month. The read rate generally exceeds 98% and EOWC will estimate bills if actual reads are not available for customer billing.

The current CIS has been modified by the vendor in the past to tailor its functionality to water and wastewater utility clients. EOWC needs to evaluate water utility CIS systems that will not only reduce manual process workarounds, but also enable EOWC to enhance its customer service offerings and improve customer relations. EOWC desires a CIS vendor partner with demonstrated experience integrating and managing multiple expert system interfaces common to most other utilities.

Management reporting has become an increasingly manual or vendor supported process. EOWC desires a CIS solution that offers a robust suite of management reports that allows users to access multiple routine reports on demand in addition to user driven ad-hoc reporting.

The current CIS vendor also serves as EOWC's bill print vendor. EOWC desires the new CIS solution be designed to permit future decoupling of CIS and bill print contracts.

EOWC desires to go-live with the new hosted CIS solution within twelve (12) months of contract award.

1.2 Purpose and Intent

This Request for Proposal (RFP) is issued by the Board of Water Commissioners of the City of East Orange, New Jersey (EOWC) pursuant to the competitive contracting provisions of the Local Public Contracts Law, N.J.S.A. 40A:11-4.1 to 4.5.

The purpose of this RFP is to solicit proposals from qualified vendors for providing the EOWC with water and wastewater utility billing services and a customer information system (CIS). EOWC desires to modernize their current capabilities and install a platform capable of supporting future customer service improvement initiatives. EOWC also desires to benefit from improved operational efficiencies based on the proposed vendor solution(s).

1.2.1 Content of RFP

It is necessary for vendors to read the information contained in this Request for Proposal in order to understand:

1. The submission process for this RFP;
2. Documents that must accompany the proposal; and
3. Legal obligations of the vendors responding to the RFP.

Vendors are advised to thoroughly read and follow all instructions contained in this RFP. Failure of a vendor to carefully read and understand the information contained herein may result in the vendor's response to the RFP not being considered or accepted by the EOWC.

Information obtained from any officer, agent, or employee of the EOWC or any other person shall not affect the risks or obligations assumed by the vendor or relieve the vendor from fulfilling any of the conditions of this RFP or any subsequent contract.

1.2.2 Project Timeline

6/28/2016	**Advertise RFP**
7/11/2016	**Pre-Proposal Conference**
7/22/2016	**RFP Submission Deadline**
7/25/2016 – 8/05/2016	**RFP Evaluation**
8/08/2016 – 8/26/2016	**Finalists Presentations/Selection**
9/20/2016	**Award the contract**
9/01/2017	**Go-Live**

1.3 Instructions to Vendors

1.3.1 Pre-Proposal Conference

A highly recommended Pre-Proposal Conference will be held at in the East Orange Water Commission, 99 S. Grove St., East Orange, 07019 at 10:00AM at 10:00 A.M. on Monday, July 11, 2016. This meeting is designed to provide a structured and formal opportunity for vendors to view the location of the subject facility and to ask any questions they have concerning the proposal. The last day to submit questions is **Tuesday, July 12, 2016** by or before **3:00 p.m.**

1.3.2 Acknowledgement of RFP and Contact Information

Vendors intending to respond to this RFP must send an e-mail to Lisa L. Jackson at lisa.jackson@eastorange-nj.gov acknowledging that they have downloaded the RFP with intent to respond. The e-mail must include a vendor contact name, address, telephone number and e-mail address for EOWC's use should conditions warrant such use.

1.3.3 Questions, Request for Information and/or Objections

Please direct any and all questions, inquiries and/or objections to this proposal to the City's Purchasing Agent at the following address:

Lisa L. Jackson, QPA
East Orange Procurement Department
44 City Hall Plaza
East Orange, New Jersey 07018
lisa.jackson@eastorange-nj.gov

All questions should reference the section or exhibit of the RFP and page number to which they pertain and should be asked in consecutive order, from beginning to end, following the organization of the RFP.

All questions and inquiries concerning this RFP must be placed in writing. To the extent there is an objection to the contents of this RFP, the objection must be placed in writing and submitted no later than 3:00 p.m., Tuesday, July 12, 2016. Untimely objections will not be considered.

Except for brief procedural matters, there will be no response to oral inquiries. No oral explanation or instruction will be binding upon the EOWC or the City of East Orange.

1.3.4 Proposal Submission Deadline

Proposals must be received by the City of East Orange Division of Procurement no later than 12:00 Noon on Friday, July 22, 2016 and must be mailed or hand-delivered to the City of East Orange, Division of Procurement, Attention: Lisa L. Jackson, Purchasing Agent, 44 City Hall Plaza, East Orange, New Jersey 07018. Telephone number: (973) 266-5162.

Each vendor must submit one (1) complete original proposal along with five (5) copies. Each vendor shall also submit an additional copy of their proposal in an electronic format on a CD-ROM or similar device. Proposals must comply with the format set forth within this RFP. The EOWC reserves the right to reject non-conforming proposals.

1.4 Miscellaneous Information

1.4.1 Revisions to the RFP

In the event it becomes necessary to clarify or revise this RFP, such clarification or revision shall be by an addendum to the RFP. Any addendum, if issued, shall be issued at least seven (7) days, holidays and weekends excepted, prior to the proposal due date.

Any RFP addendum shall be delivered by certified facsimile, certified mail or delivery by courier service which certifies delivery to all responsive qualified vendors under consideration.

Any addendum to this RFP shall become part of this RFP and part of the contract arising from the RFP.

1.4.2 Ambiguity, Conflict or Errors in the RFP

If a vendor discovers any ambiguity, conflict, discrepancy, omission or error in the RFP, the vendor shall immediately notify the EOWC of such error in writing.

1.4.3 Cost Liability

The EOWC and the City of East Orange assume no responsibility and bear no liability for costs incurred by vendors in the preparation and submittal of responses to this RFP.

1.4.4 Contents of Bid Proposal

After the date and time specified for the opening of responses to this RFP, all responses will be made available for public inspection. All interested parties may make an appointment to inspect any response to the RFP by contacting the Purchasing Agent.

1.4.5 Disclaimers

The EOWC reserves the right to withdraw this RFP at any time and for any reason and to issue such clarifications, modifications, and/or amendments as it may deem appropriate.

Receipt by the EOWC of a response to this RFP confers no rights upon the vendor nor obligations upon the EOWC or City of East Orange in any manner.

The EOWC reserves the right to waive minor variances in responses to this RFP provided that the EOWC considers such action to be in the best interest of the EOWC, all in accordance with applicable law. Any such

waiver shall not modify any remaining RFP requirements nor excuse any vendor from full compliance with the RFP specifications and other contract requirements if the vendor is awarded the contract.

1.4.6 Rejection of Responses

The EOWC reserves the right to accept or reject in part or in whole any or all responses to this RFP submitted. The EOWC shall reject the response of any vendor who is determined not to be responsible or whose response is deemed to be non-responsive. The provisions of N.J.S.A. 40A:11-13.2, Rejection of bids by a contracting unit, shall apply to this RFP. The EOWC may reject any proposal for any reason permitted by applicable law.

The failure of a vendor to supply information concerning its responsibility may be grounds for a determination of non-responsibility.

Responses to the RFP received after the date and time specified herein will be automatically rejected.

2.0 Scope of Goods and Services

The goods and services sought to be procured by the EOWC through this RFP are as follows:

- Utility billing and CIS software.
- Supporting hardware (if any).
- Technical and user training and support for software and hardware (if any).
- Software and hardware maintenance.
- Conversion of the EOWC's current customer data into a format compatible with the utility billing software to be provided.
- Configuration support and documentation.
- Customer billing services (to be priced separately).
- Management reporting.
- CIS Interface integration with Integrated Voice Response (IVR), payment processing, collection, service order and web service systems.
- Onsite CIS and other contracted services go-live support and post go-live stabilization support (estimated at three months).
- Ongoing CIS and other contracted services support for the remainder of the contract.

3.0 Instructions for Response to RFP

Vendors are instructed to submit a proposal describing its ability to accomplish the work described above in the section titled Scope of Goods and Services.

Vendors must base their proposal based on their ability to meet or exceed the listed EOWC business requirements outlined in the attachment to this RFP. Vendors are encouraged to discuss any potential variance from the EOWC business requirements where the vendor believes their solution provides an alternative and/or superior business practice. Vendors should include any cost impact in their discussion.

Vendors are required to disclose any business requirement listed by EOWC that the vendor solution cannot meet. Vendors may not be disqualified from the award process solely on the basis of a minor capability gap. Qualified vendors' capability score will be adjusted up or down based on their ability to meet, fall short of or exceed the EOWC business requirements listed as part of this RFP.

3.1 CIS Business Requirements

A detailed set of business requirements is attached to this RFP as an exhibit. Vendors are to submit a cost proposal in response to this RFP for providing all of the goods and services set forth above. Bill print service should be priced separately.

CIS Business Requirements 160524

3.2 Requirements of Complete Response

1. Business description of vendor entity, including a brief history, range of products and services, client engagements similar in scope to this RFP.
2. Completed assessment of the vendor ability to meet the EOWC business requirements in this RFP.
3. Completed response to the vendor questionnaire (attached).

Vendor Questionnaire 160606

4. Discussion of general approach and methodology to be used to complete the scope of work.
5. Some commentary on the vendor's realistic ability to meet the project timeline.
6. Description of the vendor entity's assigned staff members proposed to lead this project and any proposed additions or changes to the assigned staff from the time of award until three months post go-live.
7. A list of at least three client references where a similar scope of work has been completed by the vendor.
8. A completed cost proposal outlining initial pricing to complete the scope of work and ongoing annual costs assuming a minimum of five years from go-live date.
9. Proposers shall also be required to fill out and to submit the form proposal documents included with this RFP with their proposal, but in no event beyond the time permitted by law.

3.3 Cost Proposal

The Vendor's cost proposal shall include the complete cost to execute the project and ongoing work outlined in this RFP. The cost proposal shall include delineation of conversion and implementation cost and cost of ongoing support. **The cost proposal should list one "all-in" price and a second price that does not include bill print and mailing service**. The cost proposal should include discussion of any risk or variability to the stated prices beyond the vendor's control e.g. postage costs. Please see attached form.

It is the intent of EOWC to hold the vendor accountable to provide the contracted services at their bid prices. EOWC bears no responsibility for vendor's errors and omissions in their cost proposals.

3.4 Additional Documents/Forms

3.4.1 Vendor Questionnaire

The Proposer shall submit with its bid, a completed Vendor Questionnaire Form, a form of which is included herewith (***see 3.2.3***).

3.4.2 Non-Collusion Affidavit

The Proposer shall submit with its bid, a non-collusion affidavit, a form of which is included herewith.

3.4.3 Stockholders'/Ownership Disclosure

Pursuant to L. 1977, N.J.S.A. 52:25-24.2, the Proposer shall submit with its bid, or prior to receipt of bids, a statement setting forth the names and addresses of all stockholders in the corporation , partnership or other business entity submitting a proposal who own ten percent (10%) or greater interest therein.
If one or more such stockholder or partner is itself a corporation, partnership or other business entity, the Proposer shall submit further disclosures pursuant to the law.

A form of Ownership Disclosure is included herewith and should be submitted by proposers.

3.4.4 Insurance Requirements

Proposer shall at all times during the period of its Agreement with the Board, carry and maintain in full force and effect insurance as follows:

- Worker's Compensation: Proposer shall maintain Worker's Compensation Insurance in accordance with the laws of the State of New Jersey and at limits as statutorily mandated; and

- Public Liability and Property Damage: Proposer shall maintain broad form comprehensive or commercial general liability insurance, including contractual liability coverage, in form and manner and with an insurance company licensed to do business in New Jersey and reasonably acceptable to the Board, against claims for personal injury, death or property damage with coverage in an amount not less than $2,000,000.00 in respect to injury or death to a single person and in the aggregate, and $2,000,000.00 in respect to property damage, with the Board as an additional insured; and

- Automobile and Truck: Proposer shall maintain Comprehensive Automobile Liability Insurance covering bodily injury and property damage in an amount of $1,000,000 combined single limit, including coverage for hired and non-owned automobiles.

  The Proposer shall name the Board as an additional insured on its comprehensive general liability insurance and shall provide the Board with an insurance certificate or certificates on the standard ACORD form attesting to all required insurance coverage prior to commencing any Work hereunder. All policies shall be issued by insurance companies authorized to conduct such business under the laws of the State of New Jersey and rated as "A-" or better, as determined by A.M. Best Company.

  The certificate(s) shall include a provision requiring at least thirty (30) days' notification to the Board in the event of cancellation. Proposer shall not commence operation under its contract until such certificate(s) of insurance are submitted to the Board.

3.4.5 Affirmative Action

The Proposer shall submit with its bid, an Affirmative Action Compliance Report, which is included herewith.

3.4.6 Certificate of Employee Information Report/AA-302

The Proposer shall submit with its bid, a Certificate of Employee Information Report, a sample of which is included herewith.

3.4.7 Business Registration Certificate

a) **Business Registration Certificate Requirements**: The law requires public entities to obtain and collect State of New Jersey, Department of Treasury Certificates of Business Registration from all contracted parties with whom they conduct business. **Prior to the award of Contract, all Proposers shall provide a Certificate of Business Registration. Said Certificate shall have been issued on or before the date for the receipt and opening of proposals.**

b) The New Jersey State Business Registration program requires Proposers, subcontractors, and suppliers doing business with municipalities for work that includes, but is not limited to, that for the procurement of goods and services, to be registered with the New Jersey Department of Treasury, Division of Revenue. This requirement applies to the procurement of goods and services that are valued both above and below the bid threshold.

c) **New Jersey Sales and Use Tax Requirements:** Pursuant to the same law, all Proposers or Proposers with subcontractors, or any of their affiliates, who enter into contracts for the provision of goods or services with or for New Jersey local government entities, including without limitation, municipalities, are required to collect and remit to the New Jersey Director of Taxation in the Department of the Treasury the use tax due on all of their sales of tangible personal property delivered into the State of New Jersey pursuant to the "Sales and Use Tax Act," (N.J.S.A. 54:32B-1 et seq.), regardless of whether the tangible personal property is intended for a contract with a contracting agency. This tax shall be remitted for the term of the Contract.

For purposes herein, "affiliate" shall mean any entity that (a) directly, indirectly or constructively controls another entity, (b) is directly, indirectly, or constructively controlled by another entity, or (c) is subject to the control of a common entity. For purposes of the immediately preceding sentence, an entity controls another entity if it owns, directly or indirectly, more than fifty percent (50%) of the ownership interest in that entity. N.J.S.A. 52:32-44(g)(3).

The successful Proposer agrees to comply with the rules and regulations promulgated pursuant to the Contractor Use Tax Registration and Collection Legislation.

Notwithstanding anything contained in the Contract Documents to the contrary, the Proposer shall indemnify, defend and hold the Owner harmless from and against any and all fines, taxes, penalties, interest, claims, losses, costs, expenses, liabilities or damages arising out of or in connection with the Proposer's failure to comply with the terms and condition of A-3130 (P.L. 2004, c.57) to the fullest extent permitted by law and public policy.

A BUSINESS ORGANIZATION THAT FAILS TO PROVIDE A COPY OF A BUSINESS REGISTRATION AS REQUIRED PURSUANT TO SECTION 1 OF P.L. 2001, C.134 (N.J.S.A. 52:32-44 ET SEQ.), OR THAT PROVIDES FALSE BUSINESS REGISTRATION INFORMATION UNDER THE REQUIREMENTS OF EITHER OF THOSE SECTIONS, SHALL BE LIABLE FOR A PENALTY OF TWENTY-FIVE DOLLARS ($25) FOR EACH DAY OF VIOLATION, NOT TO EXCEED FIFTY THOUSAND DOLLARS ($50,000) FOR EACH BUSINESS REGISTRATION COPY NOT PROPERLY PROVIDED UNDER A CONTRACT WITH A CONTRACTING AGENCY.

The Proposer shall submit with its bid, a Business Registration Certificate, a sample of which is included herewith

3.4.8 Disclosure of Investment Activities In Iran

Pursuant to Public Law 2012, c.25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification enclosed in the bid to attest, under penalty of perjury, that the person or entity, or one of the person or entity, or one of the person or entity's parents, subsidiaries, or affiliates, is not identified on a list created and maintained by the Department of the Treasury as a person or entity engaging in investment activities in Iran. If the Board finds a person or entity to be in violation of the principles which are the subject of this law, they shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the person or entity.

3.4.9 Acknowledgement of Corrections, Addition and Deletions Form

3.4.10 Exceptions

The Proposer shall submit with its bid, any exceptions to the RFP, a form of which is included herewith.

3.4.11 References

The Proposer shall submit with its bid, references, a form of which is included herewith.

3.4.12 Americans With Disabilities Act

It shall be a condition that any company, firm or corporation supplying goods or services must be in compliance with the appropriate areas of the Americans with Disabilities Act of 1990 as enacted, and from time to time amended, and any other applicable Federal regulation. A signed, written certificate stating compliance with the Americans with Disabilities Act may be required, upon request by the Board. In addition the successful Proposer, shall comply with N.J.S.A. 10:5-31 et seq., as amended and supplanted and with the regulations promulgated by the State Treasurer pursuant thereto.

3.4.13 Political Contribution Disclosure

New Jersey State law requires that contractors receiving contracts which, in the aggregate, exceed $50,000.00 from public entities within a calendar year, file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission. N.J.S.A. 19:44A-20.13. The successful proposer must determine if filing is necessary.

3.4.14 Payments

Payments to the successful Proposer shall be made for all undisputed amounts approved by the EOWC. Payment will be made in the EOWC's next payment cycle following approval of the Proposer's invoice, or part thereof.

3.4.15 Buy American

Proposer agrees that in the performance of the work only manufactured and farm products of the United States will be used in the work, wherever available pursuant to N.J.S.A. 18A:18A-20.

3.5 Submission of the Vendor's Response to the RFP

Responses to the RFP must be enclosed in a sealed opaque envelope or box, marked with the RFP name, the opening date, and the name and address of the vendor. **The cost proposal should be enclosed, but in a sealed and separate envelope marked PRICING.**

In order to be considered, responses must be received by the time and date specified in this RFP. Late submissions will not be considered.

Vendors are cautioned to allow adequate delivery time to ensure timely delivery of responses.

3.6 Number of Copies

Each vendor must submit one (1) complete ORIGINAL Response to the RFP clearly marked as the "ORIGINAL" and five (5) complete copies marked COPY. Vendor must also supply one (1) electronic copy of their entire proposal.

The copies must be complete and exact copies of the original. The copies required are necessary for the evaluation of the vendor's proposal.

Vendors failing to provide the required number of copies may be deemed non-responsive.

It is suggested that the vendor make and retain a copy of its Response to the RFP.

4.0 Evaluation and Selection Process

4.1 General

The Award of Contract shall be made to the responsive vendor whose proposal in response to the RFP is determined to be the most advantageous to the EOWC.

Pursuant to N.J.S.A. 40A:11-4.3b., the EOWC's Acting/Interim Executive Director and the Board of Water Commissioners shall administer the competitive contracting process.

4.2 Minimum Vendor Qualification Requirements

The following are minimum requirements to qualify vendors:

1. Vendor RFP response must be deemed responsive. A response will be deemed not responsive if material sections are not completed so as to prevent a full evaluation of the vendor's capability or qualification.
2. Vendor must demonstrate that they have been in business for at least (10) ten years.
3. Vendor must have ten (10) or more current utility CIS clients of which five (5) are metered water and/or consumption based wastewater utility CIS clients using AMR technology.
4. Vendor must have at least three (3) metered water and/or consumption based wastewater utility CIS clients who have been the vendor's clients for the past four (4) consecutive years.
5. Vendor must have demonstrated at least two (2) successful CIS conversion projects in the past three (3) calendar years.

Vendors deemed qualified will have their proposals evaluated for purposes of this RFP.

4.3 Evaluation Criteria

The following evaluation criteria categories, not necessarily listed in order of significance, will be used to evaluate responses to this RFP. The evaluation criteria categories may be used to develop more detailed evaluation criteria to be used in the evaluation process.

1. The Vendor's general approach and plans in meeting the requirements of this RFP.
2. The Vendor's documented experience in successfully completing contracts of a similar size and scope to those required by this RFP.
3. The qualifications and experience of the Vendor's management, supervisory or other key personnel assigned to the contract, with emphasis on documented experience in successfully completing work on contracts of similar size and scope to those required by this RFP.
4. The overall ability of the Vendor to mobilize, undertake and successfully complete the contract. This judgment will include, but not be limited to the following factors: the number and qualifications of management, supervisory and other staff proposed by the bidder to complete the contract, the availability and commitment to the contract of the Vendor's management, supervisory and other staff proposed and the Vendor's contract management plan, including the Vendor's contract organizational chart.
5. The Vendor's Cost Proposal.
6. Vendor's client references.
7. Onsite interview and demonstration (optional, at discretion of EOWC).

4.4 Finalists may be invited to conduct onsite demonstration (optional)

EOWC reserves the right to invite bid finalists to conduct an onsite interview and demonstration of capabilities. It is very likely to happen if several bids are closely and highly scored. Onsite interviews are tentatively scheduled to be conducted in August 2016 as shown in the project schedule.

4.5 Contract Award

The contract will be awarded with reasonable promptness, guided by the timeline outlined above, with written notice to that vendor whose proposal to this RFP is determined to be most advantageous to the EOWC, price and other factors considered based upon the criteria set forth in this RFP. Any or all proposals may be rejected when the EOWC determines that it is in its interest to do so, in accordance with applicable law.

5.0 Term of Contract

EOWC desires to select a long-term CIS business partner as a result of this RFP. The EOWC reserves the right to award a contract for up to five (5) years. However, if for any reason EOWC is unsatisfied with the CIS application or vendor support, EOWC reserves the right to terminate the contract at any time. If permitted by law, the EOWC and successful vendor may extend the contract.

5.1 Proposal Protest – Legal Fees and Costs

In the event a Proposer unsuccessfully challenges a Proposal Submission or determination of the EOWC by filing an action in a court of law concerning same, said Proposer agrees to be responsible for payment of reasonable legal costs and fees incurred by the Board relating to said protest.

5.2 Record Maintenance

Pursuant to N.J.A.C. 17:44-2.2, the Contractor shall maintain all documentation related to products, transactions or services under this Contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

5.3 Contract Between EOWC and Proposer

The form of contract between the EOWC and the successful Proposer shall incorporate all terms and conditions of the RFP. Further, the following provisions shall be included in the contract between the EOWC and the successful Proposer:

1) LIABILITY/INDEMNIFICATION

Successful Proposer agrees to assume all risk of loss and to indemnify and hold the Board, its officers, agents and employees, harmless from and against any and all liability, demands, claims, suits, losses, damages, causes of action, fines or judgments, including costs, attorney's and witnesses' fees, and expenses incident thereto, of any type whatsoever, arising out of any act or omission of the successful Proposer, its employees or agents in the performance of the contract awarded in response to the proposal. Successful Proposer agrees to reimburse the Board for all costs and attorneys' fees expended by the Board in enforcement of this indemnity provision.

Successful Proposer shall indemnify, defend and hold the Board harmless from and against any claim that all or any aspect of the advertising provided as a part of this Agreement infringe upon a copyright, trademark or other intellectual property right by and paying all amounts in settlement of the claim or as otherwise awarded by a court of law. The successful Proposer shall also reimburse Board for all reasonable expenses incurred by Board.

2) TERMINATION OF CONTRACT

For the term of the contract, the EOWC may terminate the contract in the event of a material breach by the other party. Notice of such breach shall be provided in writing and the breaching party shall be afforded a period of thirty (30) days to cure the breach. If the breach is not cured during such period, the EOWC may then terminate the contract.

For the contract term, the EOWC may terminate the contract on sixty (60) days written notice, with or without cause, including a determination by the EOWC that it is not satisfied with the CIS application or vendor support. In the event of termination without cause, the successful Proposer shall only be entitled to compensation for approved Services rendered prior to the date of Termination. The successful vendor waives any right it has to recover any consequential, special, or other damages caused as a result of the EOWC's termination of the Agreement, including, without limitation, lost profits.

Without prejudice to any other right or remedy available to the EOWC at law or in equity of any event described below, this Agreement with the successful proposer may be terminated by the EOWC if the successful proposer, or any parent company of the Proposer, shall:

(a) have an order for relief entered with respect to it, commence a voluntary case or have an involuntary case filed against it under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect (and such order or case is not stayed, withdrawn or settled within sixty (60) days thereafter). It is the intent of the parties hereto that the provisions of Section 365(e)(2)(A) of Title 11 of the United States Code, as amended, or any successor statue thereto, be applicable to this Agreement;

(b) file for reorganization, become insolvent or have a receiver or other officer having similar powers over it appointed for its affair in any court of competent jurisdiction, whether or not with its consent (unless dismissed, bonded or discharged within sixty (60) days thereafter); or

(c) admit in writing its inability to pay its debts as such debts become due.

3) EQUAL EMPLOYMENT OPPORTUNITY ACT

The Successful Proposer agrees to comply with the Mandatory Equal Employment Opportunity Language, annexed hereto, and which shall be an exhibit to and incorporated into the Agreement between the EOWC and Successful Proposer.

4) GOVERNING LAW AND DISPUTE RESOLUTION

This contract is to be governed by the laws of the State of New Jersey. Proposer agrees that any action or proceeding in any way, manner or respect arising out of the Contract, or arising from any dispute or controversy arising in connection with or related to the Contract, shall be litigated only in the courts having status within Essex County, State of New Jersey, and the Proposer consents and submits to the jurisdiction of Superior Court in Essex County, New Jersey.

The Proposer hereby irrevocably waives its rights to trial by jury in any action arising out of or relating to this Agreement. This waiver does not apply to personal injury actions or to any action in which another party, not bound by such a waiver, demands trial by jury.

If a dispute arises between the Board and any entity or individual as to which the Board is bound to the arbitration of such disputes, then the Proposer agrees that the Proposer can be joined as a party to such an arbitration with respect to matters related to such arbitration. Any and all disputes which exist only between the Board and the Proposer, or among the Board, the Proposer and others as to which the Board is not bound to the arbitration of disputes, shall be subject to the provisions of this Section.

5) No Disclaimer of Warranties: The successful proposer will not be permitted to disclaim any warranties for the services or products provided, including, without limitation, any warranty pertaining to the suitability of the service or product for a particular purpose.

6) No Limitation of Damages: The contract shall not permit the successful proposer to limit the type or amounts of damages available to the EOWC in the event of breach of contract, negligence, or any other cause of action. Further, the availability of insurance shall not serve to limit or offset any damages available to the EOWC.

CHECKLIST

PROVISION AND IMPLEMENTATION OF CUSTOMER INFORMATION SYSTEM (CIS) AND BILLING SERVICES for the CITY OF EAST ORANGE (NEW JERSEY) BOARD OF WATER COMMISSIONERS

SUBMISSION DATE: **FRIDAY, JULY 22, 2016 – 12:00 NOON**

The following items are required with the receipt of sealed submissions:

	Read, Signed &Submitted **Respondent's Initials**
1. Business Requirements Form, Vendor Questionnaire, Cost Proposal, etc. for RFP……	_____
2. Non-Collusion Affidavit ……	_____
3. Disclosure of Ownership ……	_____
4. Insurance Requirement Acknowledge Form ……	_____
5. Mandatory Equal Employment Opportunity Notice Acknowledgement ……	_____
6. Copy of your **Certificate of Employee Information Report** ……	_____
7. Copy of your **Business Registration Certificate** as issued by the State of New Jersey, Department of Treasury, Division of Revenue ……	_____
8. Disclosure of Investments in Iran……	_____
9. Acknowledgement of Corrections, Additions or Deletions Form ……	_____
10. Business Entity Disclosure Certification ……	_____
11. Exceptions ……	_____
12. References ……	_____

Reminder: Please submit one (1) original, five (5) additional sets and one (1) electronic copy of the sealed submission.

This checklist is provided for respondent's use in assuring compliance with required documentation; however, it does not necessarily include all specifications requirements and does not relieve the respondent of the need to read and comply with the specifications.

Name of Respondent: _____ Date: _____

By Authorized Representative:

Signature: _____ Print Name & Title: _____

CITY OF EAST ORANGE

NON-COLLUSION AFFIDAVIT

State of _____

County of _____ ss:

I, _____ of the City of _____

in the County of _____ and State of _____ of full age, being duly

sworn according to law on my oath depose and say that:

I am _____ of the firm of _____

(Title or position) (Name of firm/business)

the bidder making this 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 County of Somerset 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 or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide employees or bona fide established commercial or selling agencies maintained by_____.

(Name of contractor) (N.J.S.A. 52:34-25)

Subscribed and sworn to

before me this _____day
of _____, _____.

_____
Signature

_____
Type or print name of affiant under Signature

_____
Notary public of
My Commission expires _____.

STOCKHOLDER DISCLOSURE CERTIFICATION

N.J.S.A. 52:25-24.2 (P.L. 1977 c.33)

FAILURE OF THE BIDDER/RESPONDENT TO SUBMIT THE REQUIRED

INFORMATION IS CAUSE FOR AUTOMATIC REJECTION

CHECK ONE:

☐ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

☐ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Legal Name of Respondent Business_____

Check which business entity applies:

☐ Partnership ☐ Corporation ☐ Sole Proprietorship

☐ Limited Partnership Corporation ☐ Limited Liability Partnership ☐ Limited Liability

☐ Subchapter S Corporation ☐ Other_____

Complete if the respondent is one of the 3 types of Corporations:

Date Incorporated: _____ Where Incorporated:_____

Business Address:

_____

STREET ADDRESS CITY STATE ZIP

_____

TELEPHONE # FAX # EMAIL

Listed below are the names and addresses of all stockholders, partners or individuals who own 10% or more of its stock of any classes, or who own 10% or greater interest therein.

_____

NAME HOME ADDRESS

_____

NAME HOME ADDRESS

CONTINUE ON ADDITIONAL SHEETS IF NECESSARY: Yes ☐ No ☐

Signature: _____Date:_____

Printed Name and Title:_____

CITY OF EAST ORANGE

INSURANCE REQUIREMENTS AND ACKNOWLEDGEMENT FORM

Certificate(s) of Insurance shall be filed with the City's Clerk's Office upon award of contract by the City Council. The minimum amount of insurance to be carried by the selected Vendor shall be as follows:

- General Liability Insurance (A minimum limit of liability per occurrence of $2,000,000 for bodily injury and $1,000,000 for property damage or a combined single limit of $2,000,000)
- Automobile Liability (A minimum of $1,000,000 for bodily injury and minimum of $1,000,000 per occurrence for property damage or a combined single limit of $2,000,000)
- Workers Compensation (Amount Required by State Law)
- Dram Shop or Liquor Liability Insurance (A minimum limit of $2,000,000 per occurrence)

*Vendor / Firm shall not commence operations until City has been furnished original certificate(s) of Insurance and certified original copies of endorsements or policies of insurance in the amounts and/or minimum coverage(s) required in this proposal.

Acknowledgement of Insurance Requirement:

_____ _____

(**Signature**) (**Date**)

_____

(**Printed Name and Title**)

N.J.S.A. 10:5-31 and N.J.A.C. 17:27
GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

All successful bidders are required to submit evidence of appropriate affirmative action compliance to the City and Division of Public Contracts Equal Employment Opportunity Compliance. During a review, Division representatives will review the City files to determine whether the affirmative action evidence has been submitted by the vendor/contractor. Specifically, each vendor/contractor shall submit to the City, prior to execution of the contract, one of the following documents:

Goods and General Service Vendors
1. Letter of Federal Approval indicating that the vendor is under an existing Federally approved or sanctioned affirmative action program. A copy of the approval letter is to be provided by the vendor to the City and the Division. This approval letter is valid for one year from the date of issuance.

Do you have a federally-approved or sanctioned EEO/AA program? Yes ☐ No ☐
If yes, please submit a photo static copy of such approval.

2. A Certificate of Employee Information Report (hereafter "Certificate"), issued in accordance with N.J.A.C. 17:27-1.1 et seq. The vendor must provide a copy of the Certificate to the City as evidence of its compliance with the regulations. The Certificate represents the review and approval of the vendor's Employee Information Report, Form AA-302 by the Division. The period of validity of the Certificate is indicated on its face. Certificates must be renewed prior to their expiration date in order to remain valid.

Do you have a State Certificate of Employee Information Report Approval? Yes ☐ No ☐
If yes, please submit a photo static copy of such approval.

3. The successful vendor shall complete an Initial Employee Report, Form AA-302 and submit it to the Division with $150.00 Fee and forward a copy of the Form to the City. Upon submission and review by the Division, this report shall constitute evidence of compliance with the regulations. Prior to execution of the contract, the EEO/AA evidence must be submitted.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) on the Division website www.state.nj.us/treasury/contract_compliance.

The successful vendor(s) must submit the AA302 Report to the Division of Public Contracts Equal Employment Opportunity Compliance, with a copy to Public Agency.

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: _____

PRINT NAME:_____TITLE: _____

DATE: _____

EXHIBIT A
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27
GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

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

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

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

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

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. l7:27-5.2.

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

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

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

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

Letter of Federal Affirmative Action Plan Approval
Certificate of Employee Information Report
Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

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

AMERICANS WITH DISABILITIES ACT OF 1990

Equal Opportunity for Individuals with Disability

The Contractor and the Owner, do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") *(42 U.S.C. S121 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. 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.

AFFIRMATIVE ACTION COMPLIANCE NOTICE

N.J.S.A. 10:5-31 et seq. 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 et seq. 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

Sample of Certificate

Certification 6666
CERTIFICATE OF EMPLOYEE INFORMATION REPORT
RENEWAL
This is to certify that the contractor listed below 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 15-FEB-2004 to 15-FEB-2007
JORGENSEN,
10 SHERLOCK
WAYNE, NJ 07470
sample
only
State Treasurer

(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 et seq. 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 et seq. and N.J.A.C.17:27.

COMPANY: _____SIGNATURE: _____

PRINT NAME: _____TITLE: _____

DATE: _____

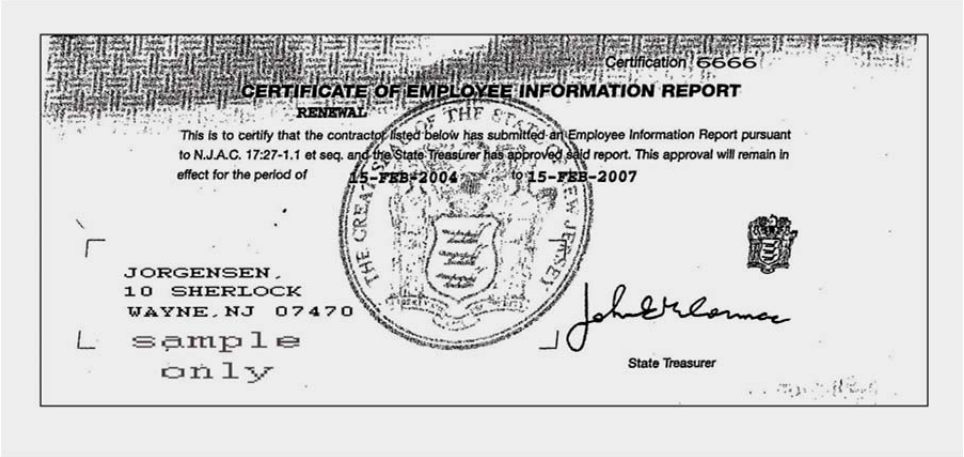
PLACE HERE

A COPY OF THE

CERTIFICATE OF

EMPLOYEE INFORMATION

REPORT



Certification 6666

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

RENEWAL

This is to certify that the contractor listed below 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 15-FEB-2004 to 15-FEB-2007

JORGENSEN,
10 SHERLOCK
WAYNE, NJ 07470
sample
only

State Treasurer

PLACE AFFIRMATIVE ACTION (Form AA302) EMPLOYEE INFORMATION REPORT HERE

ONLY IF YOU DO NOT HAVE THE
CERTIFICATE OF EMPLOYEE INFORMATION
TO ATTACH AT THIS TIME

October 20, 2004

Revised Contract Language for BRC Compliance

Goods and Services Contracts (including purchase orders)

** Construction Contracts (including public works related purchase orders)*

N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that **knowingly** provide goods or perform services for a contractor fulfilling this contract:

1) the contractor shall provide written notice to its subcontractors and suppliers to submit proof of business registration to the contractor;

2)*subcontractors through all tiers of a project must provide written notice to their subcontractors and suppliers to submit proof of business registration and subcontractors shall collect such proofs of business registration and maintain them on file;

3) prior to receipt of final payment from a contracting agency, a contractor must submit to the contacting agency an accurate list of all subcontractors and suppliers or attest that none was used; and,

4) during the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into this State.

A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of $25 for each day of violation, not to exceed $50,000 for each business registration not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements is available by calling (609) 292-9292.

CITY OF EAST ORANGE

THESE ARE **SAMPLES** OF THE **ONLY** ACCEPTABLE

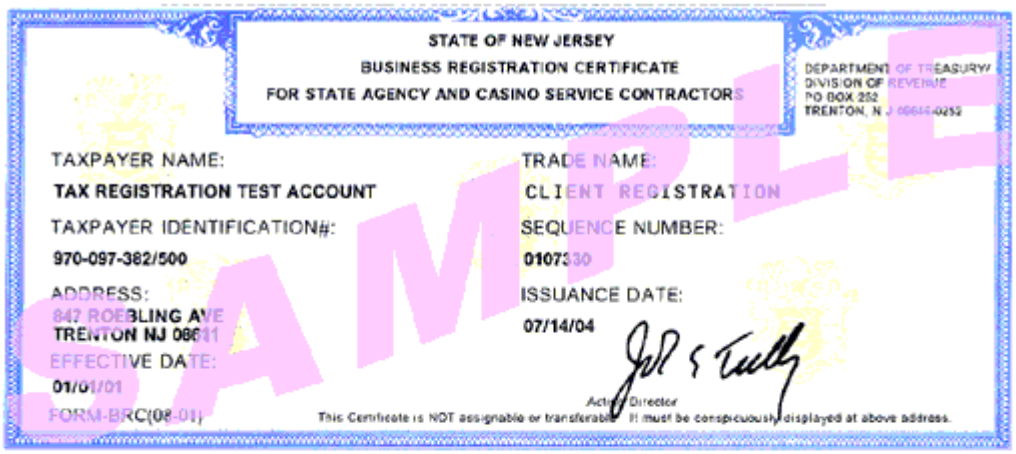
BUSINESS REGISTRATION CERTIFICATES.

FAILURE TO POSSESS A NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

MAY BE CAUSE FOR REJECTION OF YOUR PROPOSAL

REGARDLESS OF THE FACT THAT A COPY MAY ALREADY BE ON FILE WITH THE

CITY OF EAST ORANGE.



STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE
FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS

DEPARTMENT OF TREASURY
DIVISION OF REVENUE
PO BOX 252
TRENTON, NJ 08646-0252

TAXPAYER NAME:
TAX REGISTRATION TEST ACCOUNT

TRADE NAME:
CLIENT REGISTRATION

TAXPAYER IDENTIFICATION#:
970-097-382/500

SEQUENCE NUMBER:
0107330

ADDRESS:
847 ROEBLING AVE
TRENTON NJ 08611

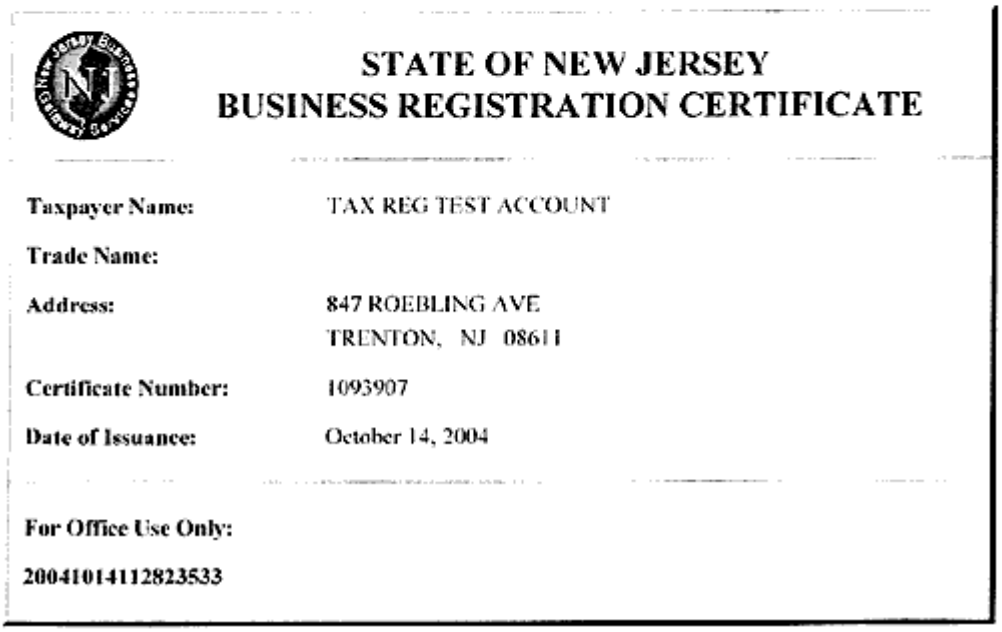
ISSUANCE DATE:
07/14/04

EFFECTIVE DATE:
01/01/01

Acting Director

FORM-BRC(08-01)

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.



STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: TAX REG TEST ACCOUNT

Trade Name:

Address: 847 ROEBLING AVE
TRENTON, NJ 08611

Certificate Number: 1093907

Date of Issuance: October 14, 2004

For Office Use Only:

20041014112823533

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

COMPANY NAME: _____

_____

PART 1: CERTIFICATION
BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.
FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE.

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf. Bidders **must** review this list prior to completing the below certification. **Failure to complete the certification will render a bidder's proposal non-responsive**. If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party

PLEASE CHECK THE APPROPRIATE BOX:

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

OR

☐ **I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below**. Failure to provide such will result in the proposal being rendered as non- responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

Disclosure of Investment Activities in Iran (cont'd)

PART 2:

PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

EACH BOX WILL PROMPT YOU TO PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, CLICK THE "ADD AN ADDITIONAL ACTIVITIES ENTRY" BUTTON

Name: _____Relationship to Bidder/Offeror: _____

Description of Activities: _____

_____

Duration of Engagement: _____ Anticipated Cessation Date:_____

Bidder/Offeror Contact Name: _____ Contact Phone Number:_____

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

Full Name (Print): _____ Signature: _____

Do Not Enter PIN as a Signature

Title: _____ Date: _____

CITY OF EAST ORANGE

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

The undersigned Respondent hereby acknowledges receipt of the following Addenda:

ADDENDUM NUMBER	DATE	ACKNOWLEDGE RECEIPT (Initials)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Acknowledged for: _____
(Name of Bidder)

By: _____
(Signature of Authorized Representative)

Name: _____
(Print or Type)

Title: _____

Date: _____

FORM NOT REQUIRED IF NO ADDENDA ISSUED

CITY OF EAST ORANGE

EXCEPTIONS

(IF NONE, SO STATE)

USE ADDITIONAL SHEET IF NECESSARY

CITY OF EAST ORANGE
REFERENCE SUBMITTAL FORM

1.

Name | Title

Nature of Project

Company

Phone | Date

2.

Name | Title

Nature of Project

Company

Phone | Date

3.

Name | Title

Nature of Project

Company

Phone | Date

4.

Name | Title

Nature of Project

Company

Phone | Date

PROVISION AND IMPLEMENTATION OF CUSTOMER INFORMATION SYSTEM (CIS) AND BILLING SERVICES
for the
CITY OF EAST ORANGE (NEW JERSEY) BOARD OF WATER COMMISSIONERS

COST PROPOSAL FORM

OVERALL BILLING SERVICES COST

- "ALL IN" PRICING, INCLUDING BILL PRINT AND MAILING $_____
- "ALL IN" PRICING, WITHOUT BILL PRINT AND MAILING $_____

ASSUMPTION:

i. 7,500 STATEMENTS/MONTH – INCLUDES COLLECTION NOTICES
ii. ALL IN PRICING INCLUDES IMPLEMENTATION COST AND YEAR 1-5 SUPPORT COST

I. IMPLEMENTATION COST

Service Category	Hours	Hourly Rates	Total Cost
1. Software Installation			
2. Business Process/Gap Analysis			
3. Table Setup/System Configuration			
4. Data Conversion			
5. Interfaces			
6. Customization/Modifications			
7. Report/Query Development			
8. Testing/Testing Support			
9. Training			

10. Post-Implementation Support			
11. Change Management & Business Process Re-Engineering			
12. Project Management Services			
13. Other Proposed Services (Please specify)			
TOTAL FIXED COST OF IMPLEMENTATION SERVICES			

II. ONGOING ANNUAL SUPPORT COST, INCLUDING BILL PRINT AND MAILING

ASSUMPTION:
7,500 STATEMENTS/MONTH – INCLUDES COLLECTION NOTICES

ANNUAL SUPPORT COST YEAR 1 $_____

ANNUAL SUPPORT COST YEAR 2 $_____

ANNUAL SUPPORT COST YEAR 3 $_____

ANNUAL SUPPORT COST YEAR 4 $_____

ANNUAL SUPPORT COST YEAR 5 $_____