COOPERATIVE PURCHASING DIVISION
333 FAIRFIELD ROAD, FAIRFIELD, NJ 07004
CO-OP NUMBER: - CP2001

BID PROPOSAL
AND
BID DOCUMENTS

UTILITIES AUDIT

CHECK RECOVERY SERVICES

- DATE: WEDNESDAY OCTOBER 21, 2026
- TIME: 10:00 AM
- PLACE: 333 FAIRFIELD ROAD, FAIRFIELD, NJ 07004
- CLEARLY MARK ENVELOPE: Utilities Audit and Check Recovery Services

LEGAL NOTICE

Bid Number 09-02-2026
2026-2028 School Year

The School Business Administrator/Board of Secretary of the Educational Services Commission in the County of Essex, State of New Jersey, by authority of said ERESC, solicits sealed Proposals for Co-operative Purchasing system for the following services: - Utilities Audit and Check Recovery Services

All potential bidders must submit the proposal package by **Wednesday October 21, 2026, by 10:00 am prevailing time** in a sealed envelope to 333 Fairfield Rd, Fairfield, NJ 07004.

2026-2028 School Year

Specifications and full information may be obtained on the Essex Regional Educational Services Commission's website (Co-Operative – ERESC) by Friday October 02, 2026. For further information, please email School Board Administrator Regina R. Freeland at R.freeland@eresc.com.

All proposals must be submitted on proposal form that will be furnished at the Office of the Essex Regional Educational Services Commission. Bids that are not submitted on such form may be rejected.

Bids will be accepted by mail, or may be delivered or presented at the date and time set at the place herein listed above. Bids send by mail, must be received prior to the time set for receiving bids and should be brought to the Essex Regional Commission, 333 Fairfield Road, Fairfield, NJ 07004

Bidders are also required to comply with other provisions of Law including, but not limited to, the requirements of: N.J.S.A. 34-11-56.25 regulating wages on Public Works, with the Equal Employment Opportunity Act Requirement of P.L. 1975 C127, and N.J.A.C. 17-27 Affirmative Action and with the requirements of P.L. 1977 C33 regarding the submission of a list of all Stockholders or Partners owning more than 10% stock or interest in their Corporation or Partnership.

No bid shall be withdrawn for a period of sixty (60) days subsequent to the opening of bids without the Essex Regional Educational Commission approval.

The Essex Regional Educational Services Commission reserves the right to reject any or all proposals.

Regina R. Freeland
School Business Administrator

INSTRUCTIONS TO BIDDERS

The Regional Educational Services Commission (ERESC) is an established Co-operative Purchasing system approved by the Division of Local Government Service under ID number CP2001. The primary goal of the cooperative pricing system is to save money for public entities by increasing our purchasing power to pool our resources for better pricing for all our members.

1. All contractors shall comply with current applicable New Jersey statutes and regulations and with the policies and procedures of the Essex Regional Educational Services Commission (ERESC).

2. The term of the contract will be two years with an option to extend it to one additional year. The term of the contract shall commence upon the adoption of a resolution by the Board of Directors.

3. It is the intent of the Board of Directors to award a contract for Cooperative contract to be used by all members in our Co-operative Purchasing system CP2001as soon as possible after the date set for the opening of bids and to require the successful contractor to provide service in accordance with the school calendar. The school calendar(s), attached, is/are part of these specifications and of the contract. This scope of work herein shall also become a part of any contract executed by the contractor and the ERESC and shall be included therein by reference.

4. The successful bidder will be considered an independent contractor and shall not be deemed to be an agent, servant, employee, or representative of any board of education or the ERESC.

5. Proposals are to be placed in a sealed envelope and plainly marked for each services and delivered to the office of the School Business Administrator, Essex Regional Educational Services Commission, 333 Fairfield Road, Fairfield, New Jersey 07004.
6. Proposals may also be mailed provided that the following are complied with:

   (a) They are received prior to the bid opening.

   (b) They are mailed by registered or certified mail, return receipt requested to the ERESC, 333 Fairfield Road, Fairfield, New Jersey 07004.

   (c) A label on the outside of the envelope duly sealed and plainly marked "PROPOSAL FOR SERVICE BEING PROPOSED" along with the date of the bid opening.

7. Interpretations and Addenda

Respondents are expected to examine the RFP with care and observe all its requirements. All questions concerning the meaning or intent of this RFP, all interpretations and clarifications considered necessary by the owner's representative in response to such comments and questions will be issued by Addenda via one or more of the following methods: facsimile; email; website; certified mail; or delivered to all parties recorded as having received the RFP Package. Only comments and questions responded to by formal written addenda will be binding. Oral interpretations, statement or clarifications are without legal effect.

8. Cost Liability and Additional Costs

The Owner assumes no responsibility and liability for costs incurred by the Respondents prior to the issuance of an agreement. The liability of the owner shall be limited to the terms and conditions of the contract. Respondents will assume responsibility for all costs not state in their proposals. All unit rates either stated in the proposal or used as a basis for its pricing are required to be all-inclusive. Additional charges, unless incurred for additional work performed by request of the owner, are not to be billed and will not be paid.

9. Insurance and Indemnification

If it becomes necessary for the contractor, either as principal or by agent or employees, to enter upon the premises or property of the owner in order to construct, erect, inspect, make delivery or remove property hereunder, the contractor hereby covenants and agrees to take use, provide and make all proper, necessary and sufficient precautions, safeguards, and protection against the occurrence of happenings of any accident, injuries, damages, or hurt to person or property during the course of the work herein covered and be his/her sole responsibility.

10. The contractor further covenants and agrees to indemnify and save harmless the owner from the payment of all sums of money or any other consideration (s) by reason of any, or all, such accidents, injuries, damages, or hurt that may happen or occur upon or about such work and all fines, penalties, and loss incurred for or by reason of the violation of any owner regulation, ordinance or the laws of the State, or the United States while said work is in progress. The contractor shall maintain sufficient insurance to protect against all claims under Workers Compensation, General Liability and Automobile and shall be subject to approval for adequacy of protection and certificates of such insurance shall be provided.

11. Multiple Proposals Not Accepted

More than one proposal from an individual, a firm or partnership, a corporation or association under the same or different names shall not be considered.

12. Termination of Contract

If, through any cause, the contractor shall fail to fulfill in a timely and proper manner obligations under the Contractor or if the contractor violates any requirements of the Contract, the owner shall thereupon have the right to terminate the Contract by giving written notice to the contractor of such termination at least thirty (30) days prior to the proposed effective date of the termination. Such termination shall relieve the owner of any obligation for the balances to the contractor of any sum or sums set forth in the Contract.

13. The contractor agrees to indemnify and hold the owner harmless from any liability to subcontractors/suppliers concerning payment for work performed or goods supplied arising out of the lawful termination of the Contract by the Owner under this provision.

14. In case of default by the contractor, the owner may procure the articles or services from other sources and hold the contractor responsible for any excess cost occasioned thereby.

15. Challenge of Specifications

Any respondent who wishes to challenge a specification shall file such challenge in writing with the Purchasing Agent no less than five (5) business days prior to the opening of RFP's.

Challenges filed after that time shall be considered void and having no impact on the owner or the award of the contract.

16. Payment

Invoices shall specify, in detail, the period for which payment is claimed, the services performed during the prescribed period, the amount claimed and correlation between the services claimed and the Proposal Cost Form. Payment will be made on presentation of owner's voucher duly signed and executed. The owner may withhold all or partial payments on accounts of subsequently discovered evidence including but not limited to the following:

17. Deliverables not complying with the project specification;

Claims filed or responsible evidence indicating probability of filing claims;

A reasonable doubt that the Contract can be completed for the balance then unpaid.

When the above grounds are removed, payment shall be made for amounts withheld because of them.

18. All Pricing submitted to for this bid is automatically extended to all our members in our Co-operative Purchasing System.

19. Number of Copies: - One original bid and a copy must be submitted.

END OF INSTRUCTIONS TO BIDDERS

SCOPE OF WORK

FOR

UTILITIES AUDIT

CHECK RECOVERY SERVICES

Description of Project

Utilities Audit Services

Objective

To conduct a comprehensive audit of utility bills to verify billing accuracy, identify cost-saving opportunities, detect billing errors, and recommend measures to optimize utility expenses.

Scope of Services

1. Utility Bill Collection and Review

- Collect and review utility bills for electricity, natural gas, water, sewer, and other applicable utilities for the agreed review period (typically 12–36 months).
- Verify account information, service addresses, meter numbers, and rate classifications.

2. Billing Accuracy Verification

- Review utility charges for accuracy and compliance with applicable tariffs and contracts.
- Verify meter readings, consumption data, demand charges, taxes, fees, and surcharges.
- Identify duplicate charges, incorrect rates, estimated billing, and billing anomalies.

3. Rate and Tariff Analysis

- Evaluate whether the customer is enrolled in the most cost-effective utility rate schedule.
- Compare current rates with available utility tariffs.
- Identify opportunities for rate optimization.

4. Consumption Analysis

- Analyze historical utility consumption trends.
- Identify unusual usage patterns, seasonal variations, and unexpected increases.
- Compare usage against operational or occupancy data where available.

5. Cost Savings Assessment

- Identify opportunities to reduce utility costs through:
    - Rate adjustments
    - Billing corrections
    - Demand management
    - Energy efficiency measures
    - Water conservation initiatives
    - Utility incentive and rebate programs

6. Billing Error Resolution Support

- Document identified billing discrepancies.
- Prepare supporting calculations and documentation.

- Assist in communicating with utility providers to resolve billing errors and recover applicable credits or refunds.

7. Reporting

Provide a comprehensive audit report that includes:

- Executive summary
- Audit methodology
- Findings and observations
- Billing discrepancies identified
- Potential refunds or credits
- Recommended corrective actions
- Estimated annual cost savings
- Implementation priorities

Deliverables

- Utility bill audit report
- Billing discrepancy log
- Utility cost analysis
- Savings opportunity summary
- Recommendations for rate optimization and operational improvements
- Supporting calculations and documentation

Client Responsibilities

- Provide access to utility bills and account information.
- Supply relevant facility and operational data, if requested.
- Facilitate communication with utility providers when necessary.

Exclusions

Unless specifically included in the agreement, the following are excluded:

- Utility infrastructure inspections
- Energy modeling
- Engineering design services
- Equipment installation
- Construction management
- Legal representation in disputes with utility providers

Project Completion

The audit will be considered complete upon submission of the final report, supporting documentation, and presentation of findings, if requested by the client.

Description of Project

Check Recovery Services

Objective

The purpose of this engagement is to identify, recover, and facilitate the return of funds that have been escheated to one or more state unclaimed property programs on behalf of the Client.

Scope of Services

The Consultant shall perform the following services:

1. **Review and Assessment**
    - Review the Client's historical accounting records, accounts payable records, payroll records, bank records, and other relevant financial documents.
    - Identify checks and other financial instruments that may have been remitted to state unclaimed property divisions through the escheatment process.
2. **Research and Identification**
    - Search applicable state unclaimed property databases to identify funds held in the Client's name.
    - Verify ownership and determine the validity of potential claims.
    - Prepare a detailed inventory of identified unclaimed property, including estimated recovery amounts, state jurisdiction, and claim status.
3. **Claims Preparation**
    - Prepare all required claim forms and supporting documentation.
    - Coordinate with the Client to obtain signatures, corporate documentation, notarizations, powers of attorney, and any additional information required by the states.
4. **Claim Submission and Management**
    - Submit completed claims to the appropriate state unclaimed property agencies.
    - Monitor claim status throughout the review process.
    - Respond to requests for additional documentation or clarification from state agencies.
5. **Recovery Assistance**
    - Assist the Client through the recovery process until claims are approved and funds are released by the applicable state.
    - Provide periodic status reports detailing submitted, pending, approved, and completed claims.
6. **Documentation and Reporting**
    - Maintain records of all claims filed and correspondence with state agencies.
    - Provide the Client with a final summary report documenting recovered funds, pending claims, and any recommendations for future unclaimed property management.

Client Responsibilities

The Client shall:

- Provide timely access to requested financial records and supporting documentation.
- Designate an authorized representative to execute claim forms and other required documents.
- Respond promptly to requests for information needed to process claims.
- Notify the Consultant of any previously filed or pending unclaimed property claims.

Deliverables

The Consultant shall provide:

- Inventory of identified escheated funds.
- Completed claim packages for each state.
- Status reports during the engagement.
- Final recovery summary report.
- Copies of all claim documentation and correspondence.

Exclusions

Unless specifically agreed upon in writing, this engagement does not include:

- Unclaimed property compliance audits.
- Preparation or filing of annual unclaimed property reports.
- Legal representation.
- Tax advice.
- Litigation or appeals related to denied claims.
- Recovery of property held outside state unclaimed property programs.

Completion

The engagement shall be considered complete upon submission and resolution of all identified claims, or upon written termination by either party in accordance with the terms of the service agreement

End of Scope

EVALUATION REVIEW AND SELECTION PROCESS

PROPOSALS TO REMAIN SUBJECT TO ACCEPTANCE

Bid responses shall remain open for a period of sixty (60) calendar days from the stated submittal date. The Owner will either award the contract within the applicable time period or reject all proposals. The Owner may extend the decision to award or reject all proposals beyond the sixty (60) calendar days when the proposal of any respondents who consent thereto may, at the request of the owner, be held for consideration for such longer period as may be agreed.

REJECTION OF BIDS

The Owner reserves the right to reject any or all bids, or to reject any proposals if the evidence submitted by, or investigation of such respondent fails to satisfy the owner that such respondent is properly qualified to carry out the obligations of the Bid and to complete the work contemplated therein. The owner reserves the right to waive any minor informality in the Bid.

EVALUATION PROCESS

An evaluation team will review all proposals to determine if they satisfy the Proposal Requirements, determine if a proposal should be rejected and evaluate the proposals based upon the Evaluation criteria. The highest-ranking respondent will then be recommended to the Board for award of contract, based on the lowest responsible, responsive bid.

ADDITIONAL DOCUMENTS TO BE INCLUDED WITH BIDS

The Essex Regional Educational Services Commission

CHECKLIST

SERVICE: UTILITIES AUDIT AND CHECK RECOVERY SERVICES

SUBMISSION DATE: **Wednesday, October 21, 2026, at 10:00 A.M.**

The following items, as indicated below, shall be provided with the receipt of sealed submissions:

Bid Proposal form..... _____

Bidder's Affidavit…… _____

Non-Collusion Affidavit…… _____

Disclosure of Ownership Form……_____

Mandatory Equal Employment Opportunity Notice Acknowledgment…… _____

Copy of Your Certificate of Employee Information Report…… _____

Copy of your Business Registration Certificate as issued by the State of New Jersey, Department of Treasury, Division of Revenue…….. _____

Acknowledgement of Corrections, Additions, or Deletions Form…… _____

Agreement for Payment of Commodity/Service Form……. _____

Insurance Requirement and Acknowledgement Form ……..... _____

Disclosure of Investment Activities in Iran ..... _____

Disclosure of Russian and Belarus …… _____

Reminder: Please submit one (1) original (unbound) and additional (bound) sets of the sealed submission.

BID PROPOSAL FORM

Utilities Audit ONLY

The Consultant's professional fee shall be calculated based on the funds successfully recovered on behalf of the Client.

- Professional Fee: _____ **% of the gross recovery proceeds** received by the Client.
- The fee is earned only upon the successful recovery of funds.
- An invoice will be issued after the Client receives the recovered funds, and payment is due within **15 days** of the invoice date.
- No fee will be charged for claims that are denied or for which no funds are recovered.

I,_____, representing _____am authorized to execute this proposal and bind the company to fulfill the terms and conditions of the service proposal.

_____ _____
Company Signature

_____ _____
Street Address Name Typed or Printed

_____ _____
Town State Zip Date

_____
Phone Number

IMPORTANT: THIS FORM MUST BE SUBMITTED BY THE BIDDER

BID PROPOSAL FORM

CHECK RECOVERY SERIVCE ONLY

The Consultant's professional fee shall be calculated based on the funds successfully recovered on behalf of the Client.

- Professional Fee: _____ **% of the gross recovery proceeds** received by the Client.
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I,_____, representing _____am authorized to execute this proposal and bind the company to fulfill the terms and conditions of the service proposal.

_____ _____
Company Signature

_____ _____
Street Address Name Typed or Printed

_____ _____
Town State Zip Date

_____
Phone Number

IMPORTANT: THIS FORM MUST BE SUBMITTED BY THE BIDDER

BIDDER'S AFFIDAVIT

State of New Jersey

County of _____

_____ being duly sworn, deposes says that he

resides at_____

_____

and that he is the _____ _____
(Title)

of _____
(Name of Organization)

who signed the above Proposal of Bid, that he was duly authorized to sign and the Bid is the true offer of the Bidder, that the seal attached is the seal of the Bidder and that all declarations and statements contained in the Bid are true to the best of his knowledge and belief.

He further deposes that he has submitted herewith a list of names and addresses of all stockholders and/or partners owning a 10% or greater interest in compliance with P.L. 1977, chapter 33, effective as of March 8, 1977.

Subscribed and sworn to

before me this day _____

Affiant

_____, 2____ _____
(Type or print name of affiant under signature)

_____

Notary public of

My Commission expires _____

(Seal)

NON-COLLUSION AFFIDAVIT

State of New Jersey

County of _____ ss:

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

I am _____ of the firm of _____
(title or position) (name of firm)

_____ the bidder making this Proposal for the bid

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

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

Subscribed and sworn to

before me this day _____
Signature
_____, 2____ _____
(Type or print name of affiant under signature)

_____

Notary public of

My Commission expires _____

(Seal)

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

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

Name of Organization:_____

Organization Address:_____

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

☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)

☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)

☐ For-Profit Corporation (any type) ☐ Limited Liability Company (LLC)

☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership (LLP)

☐ Other (be specific): _____

Part II

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

OR

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

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

Name of Individual or Business Entity	Address

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

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

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

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

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Address

Part IV Certification

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

Full Name (Print):		Title:	
Signature:		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.

EXHIBIT A (*Cont*)

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 Purchase & Property, CCAU, EEO Monitoring Program 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 Purchase & Property, CCAU, EEO Monitoring Program 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 Essex Regional Educational Commission, (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. 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 and N.J.A.C. 17:27

GOODS AND SERVICES CONTRACTS
(INCLUDING PROFESSIONAL SERVICES)

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

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

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

OR

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

OR

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

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

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

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

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

COMPANY: _____ SIGNATURE: _____

PRINT NAME:_____ TITLE: _____

DATE: _____

Revised Contract Language for BRC Compliance

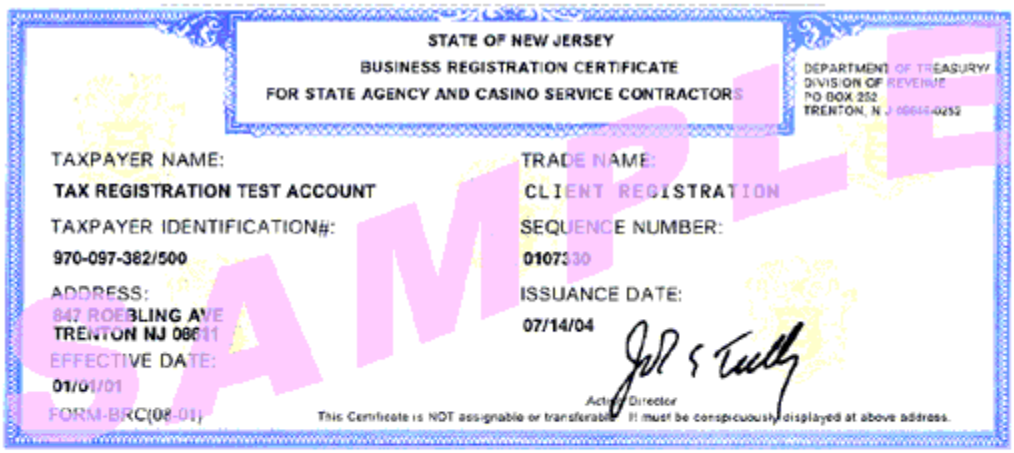
Goods and Services Contracts (including purchase orders)
** Construction Contracts (including public works related purchase orders)*

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.

THESE ARE**SAMPLES**OF THE**ONLY** ACCEPTABLE BUSINESS REGISTRATION CERTIFICATES.



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

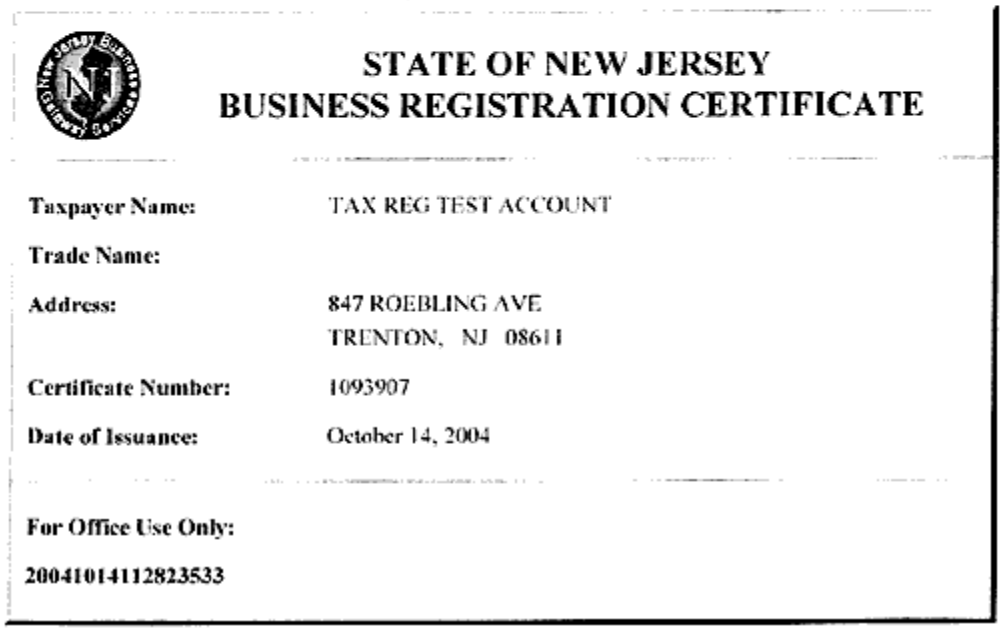
EFFECTIVE DATE:
01/01/01

Acting Director

FORM-BRC(08-01)

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

SAMPLE



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

ACKNOWLEDGEMENT OF CORRECTIONS, ADDITIONS, AND DELETIONS FORM

I, _____

Of the firm _____

Hereby acknowledge that any corrections, additions, and/or deletions have been initialed and dated in this Submission Package.

_____
(Signature)

_____
(Type or Print of Affiant and Title, under Signature)

_____
(Date)

The Essex Regional Educational Services Commission

CO-OPERATIVE AGREEMENT FOR PAYMENT

The Contractor or vendor agrees to extend same pricing submitted in this bid to all members of the Essex Regional Education Service Commission Co-operative members, under Co-op ID Number CP2001. Contractors and Vendors realize that as a Municipalities school districts and all members of the Co-op may have to issue bi-monthly or monthly bill list to pay bills.

Therefore, the contractor or vendor hereby agrees to accept payment within a reasonable time after presentation of invoice and properly executed documentation as well as signed vouchers pertaining to same.

Payment in normal circumstances should not exceed 60 days

_____

Name of Official for Company

_____

Name of Company or Business

_____

Address

Date:_____

The Essex Regional Educational Services Commission

INSURANCE REQUIREMENTS AND ACKNOWLEDGEMENT FORM

Certificate (s) of Insurance shall be filed with the School Board Administrator's Office upon award of contract by the Commission.

The minimum amount of insurance to be carried by the Professional Service Entity shall be as follows:

PROFESSIONAL LIABILITY INSURANCE

Limit shall be a minimum of $1,000,000.00 for each claim and $1,000,000.00 aggregate each policy period.

Acknowledgement of Insurance Requirement:

_____ _____

(Signature) (Date)

_____

(Printed Name and Title)

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

(Insert Project Name and Bid No.)

Bidder/Offeror: _____

PART 1: CERTIFICATION

BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.

FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NONRESPONSIVE.

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 list is found on the New Jersey Division of Purchase and Property'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 nonresponsive.** If the ERESC finds a person or entity to be in violation of law, action shall be taken 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 nonresponsive and appropriate penalties, fines, and/or sanctions will be assessed as provided by law.

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 RLEATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, MAKE COPIES OF THIS FORM AND ATTACH HERETO

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 and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the Essex Regional Educational Commission is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the Commission to notify the Essex Regional Educational Commission of any changes to the answers of information contained herein. I acknowledge 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 recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the Essex Educational Regional Commission and that the Commission at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):_____
Signature:_____

Title: _____
Date:_____

CERTIFICATION OF NON-INVOLVEMENT IN
PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS

Pursuant to N.J.S.A. 52:32-60.1, et seq. and N.J.S.A.40A:11-2.2 (L. 2022, c. 3) any person or entity (hereinafter "Vendor") that seeks to enter into or renew a contract with a local contracting unit subject to the Local Public Contracts Law for the provision of goods or services, or the purchase of bonds or other obligations, must complete the certification below indicating whether or not the Vendor is identified on the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, available here: https://sanctionssearch.ofac.treas.gov/. If the Department of the Treasury finds that a Vendor has made a certification in violation of the law, it shall take any 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.

I, the undersigned, certify that I have read the definition of "Vendor" below, and have reviewed the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, and having done so certify

(Check the Appropriate Box)

That the Vendor is not identified on the OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus.

OR

That I am unable to certify as to "A" above, because the Vendor is identified on the OFAC Specially B. Designated on account of activity related to Russia and/or Belarus.

OR

That I am unable to certify as to "A" above, because the Vendor is identified on the OFAC Specially Designated Nationals and Blocked Persons list. However, the Vendor is engaged in activity related to Russia C. and/or Belarus consistent with federal law, regulation, license or exemption. A detailed description of how the Vendor's activity related to Russia and/or Belarus is consistent with federal law is set forth below.

(Attach Additional Sheets If Necessary.)

Signature of Vendor's Authorized Representative	Date
Print Name and Title of Vendor's Authorized Representative	Vendor's FEIN
Vendor's Name	Vendor's Phone Number
Vendor's Address (Street Address)	Vendor's Fax Number
Vendor's Address (City/State/Zip Code)	Vendor's Email Address

Vendor means: (1) A natural person, corporation, company, limited partnership, limited liability partnership, limited liability company, business association, sole proprietorship, joint venture, partnership, society, trust, or any other nongovernmental entity, organization, or group; (2) Any governmental entity or instrumentality of a government, including a multilateral development institution, as defined in Section 1701(c)(3) of the International Financial Institutions Act, 22 U.S.C. 262r(c)(3); or (3) Any parent, successor, subunit, direct or indirect subsidiary, or any entity under common ownership or control with, any entity described in paragraph (1) or (2