

NEW JERSEY INTERGOVERNMENTAL INSURANCE FUND



REQUEST FOR PROPOSAL

Position of:

**EMPLOYEE ASSISTANCE PROGRAM PROVIDER
WORKERS COMPENSATION INSURANCE FUND**

Submission Deadline: December 27, 2018

Submission Location: NJiif, Fund Co-Administrator
C/O Mr. Eric Nemeth and
Mr. John Serapiglia
Polaris Galaxy Insurance Company
777 Terrace Avenue, Suite 309
Hasbrouck Heights, NJ 07604

RFP Number: 2019-001

New Jersey Intergovernmental Insurance Fund

REQUEST FOR PROPOSAL

RFP for the NJIIF Workers Compensation Insurance Fund:
Position of **Employee Assistance Program Provider**

RFP Number: 2019-001

The NJIIF is soliciting proposals (“RFP”s) for the position of **Employee Assistance Program Provider** for the NJIIF’s Workers Compensation Insurance Program.

Sealed proposals in response to this RFP Number 2019-001 will be received by the **New Jersey Intergovernmental Insurance Fund**, C/O John A Serapiglia and Eric J. Nemeth, Co-Administrators, Polaris Galaxy Insurance, LLC, 777 Terrace Ave., Suite 309, Hasbrouck Heights, NJ 07604 until 2:00P.M. prevailing time, Thursday, December 27, 2018. All proposals will be opened at 2 P.M. at the same address.

All proposals must be received in a sealed envelope bearing the name and address of the vendor and shall be endorsed with the title of the Professional Service being quoted and the applicable RFP number, addressed to the **New Jersey Intergovernmental Insurance Fund, Attention Fund Co-Administrators**, at the place and hour mentioned above.

Please note that proposals received after the above dates or which fail to comply with the listed Minimum Proposal Requirements will not be considered.

All proposals shall address the “Minimum Requirements for Vendor Response” in the RFP, but may also include such other information that the interested parties believe will assist the NJIIF in evaluating the proposal.

The NJIIF’s selection of a professional for the position of **Employee Assistance Program Provider** will be based on review of the documentation and information submitted in response to this RFP as well as independent research performed by the NJIIF, such as review of references, an evaluation of performance with other governmental and non-governmental entities and/or all other available information. The NJIIF reserves the right to choose one or more professional for each service, or to elect not to make a selection based on this Notice, or to post subsequent Notices for the same, similar or different services.

Compliance with N.J.S. 19:44A-20.4 ET. Seq.

The NJIIF is a joint insurance fund whose operations fall within the ambit of legislation which became effective on January 1, 2006 known as the “Local Unit Pay to Play Law”, codified at N.J.S.A. 19:44A-20.4 et. seq. (“PTP”). In Compliance with the PTP, the NJIIF has chosen to enter into contracts for its professionals in accordance with N.J.S.A. 19:44A-20.7, otherwise known as the “fair and open process”. In that regard, the NJIIF is soliciting proposals for the Professional services listed below. Listed below is a description of the services requested, proposal requirements and the criteria pursuant to which proposals will be evaluated by the NJIIF.

New Jersey Intergovernmental Insurance Fund

2019 RFP Background Information

The New Jersey Intergovernmental Fund (NJIIF) is a New Jersey approved self-insured, reinsured Public Entity Insurance Pool serving twenty members statewide. The NJIIF offers all New Jersey public entities multiple lines of insurance including; Workers Compensation, General Liability, Police Professional, Public Officials, Automobile, Property, Inland Marine, Boiler Machinery, Blanket Accident for Emergency employees and volunteers, Crime, Cyber and Environmental coverages.

2018 MEMBERSHIP

Township of Aberdeen	Borough of Roseland
City of Asbury Park	Borough of Teterboro
City of Bayonne	City of Union City
Township of Cedar Grove	Union City Parking Authority
Borough of Hasbrouck Heights	Township of Verona
Borough of Mantoloking	Borough of Wanaque
Township of Maplewood	County of Warren
Township of Mine Hill	Warren County Mosquito Ex. Comm.
Morristown Parking Authority	Township of Wayne
Borough of North Haledon	Borough of Woodland Park
Township of Old Bridge	
Borough of Riverdale	

These public entities collectively form the following data:

Building Values:	\$867,123,959	Number of Vehicles:	2,073
Full Time Employees:	3,341	Part Time Employees:	1,569
Resident Population:	495,268	Seasonal:	848
Payroll Information:	\$275,421,164	Budget:	\$516,130,439

**REQUEST FOR PROPOSAL:
EMPLOYEE ASSISTANCE PROGRAM PROVIDER
WORKERS COMPENSATION INSURANCE FUND
RFP Number 2019-001**

The NJIIF is soliciting proposals for the position of **Employee Assistance Program Provider** to provide professional services to the Fund for its Workers Compensation Line Insurance Fund for calendar year 2019. The NJIIF will select a vendor (“applicant”) for the position of **Employee Assistance Program Provider** based upon a fair and open process, pursuant to N.J.S.A. 19:44A-20.4 et.seq. Please note that in order to have its proposal considered by the NJIIF, the applicant must satisfy the minimum requirements for the position of **Employee Assistance Program Provider** as set forth in Section III hereof and demonstrate that it otherwise complies with the requirements of this RFP.

I.) **Appointment of Employee Assistance Program Provider:** The appointment of an **Employee Assistance Program Provider** (“EAP”) for the Workers Compensation Insurance Fund shall be for a term of one year, The NJIIF at its sole discretion may elect to extend the term for one or two additional 12 month periods. The NJIIF may select an individual or firm for this position, so long as they are satisfied that the Minimum Requirements set forth in Section III hereof will be satisfied. No substitution may be made without the express written consent of the NJIIF Executive Board, which consent may be withheld in its sole discretion.

II.) **Scope of Services:** In preparing its response to this RFP, applicants are advised that the minimum duties of the **EAP Provider** are those listed below, along with other requirements imposed by applicable law or which are reasonably anticipated by applicant to be required based upon professional standards for employee assistance program consultants. The minimum duties to be performed by the **EAP Provider** shall be as follows:

A. **Personal Problem Assistance.** The EAP Provider shall provide information, assessment, referral, and short-term problem resolution services to Covered Person¹. Personal problems assistance may include, but is not limited to, the following: marital discord, adjustment to divorce, substance abuse, domestic abuse, emotional strains, addictive behavior, work-related trauma, psychological disorders, behavioral problems with children or adolescents, life and career transitions, family stresses, financial difficulties, interpersonal problems at work and other issues that affect job performance and general well-being.

B. **Availability.** EAP Provider shall maintain a 24-hour toll-free access line for Covered Persons. EAP Provider shall provide the caller with telephone

¹The term “Covered Persons” shall mean full-time or part-time employees and volunteers of each Member’s police, fire and emergency aid department identified by the Employer as eligible for EAP Provider services and their immediate family members, including spouse, minor child or family member residing in the eligible employee’s household **PLEASE NOTE THAT NOTWITHSTANDING THE EMPLOYEE COUNT LISTED IN THE INTRODUCTION TO THIS RFP, THE NJIIF IS SEEKING COVERAGE FOR APPROXIMATELY 2,000 (TWO THOUSAND) EMPLOYEES AND VOLUNTEERS AND THEIR RESPECTIVE FAMILY MEMBERS.**

consultation from a professional EAP Provider counselor. All such Counselors will have a minimum of a Master Degree. Appointments with counselors shall be scheduled as soon as possible in crisis situations and within two (2) working days of the initial telephone contact for non-crisis situations.

C. Referrals. EAP Provider shall work with Covered Persons to develop an accurate and mutual perception of the problem. If the Covered Person is in need of specialized care not available within the EAP or if it reasonably appears that treatment of the problem will not be available within the EAP or if it reasonably appears that treatment of the problem will require services or treatment beyond the number of EAP sessions agreed upon by EAP Provider and the NJIIF, then EAP provider shall refer the Covered Person to a therapist, counselor, program, or facility able to provide the necessary services. If a referral is indicated, then EAP Provider shall coordinate such referral with the NJIIF's Third Party Administrator and shall assist the covered Person in locating appropriate and cost effective resource(s) for treatment. EAP Provider shall use its best efforts to make referrals to Employer's preferred Providers when such a referral is available and appropriate.

D. EAP In-Person Sessions. EAP Provider shall provide in-person sessions to each Covered Person for each incident. All contacts related to the initial presenting problem shall be considered a single incident. EAP Provider, at its sole discretion, shall determine whether problems relate to a prior incident or represent a new incident for which additional services are available. At its discretion, EAP Provider may provide additional services to a Covered Person as necessary to stabilize a situation until an appropriate referral can be made. EAP Provider shall address crisis² situations and facilitate appropriate referrals if indicated.

Individual in-person sessions are available for family members sixteen years of age and older. Individual and group sessions for family members less than sixteen years of age will be referred to appropriate specialists using health insurance benefits or community referrals.

E. Run-Off Services. If selected by the NJIIF, EAP Provider will provide in-person sessions for thirty (30) days following the termination of any agreement entered into with the NJIIF ("Run-Off Services"). Run-Off Services will be provided to Covered Persons with open routine cases as of the termination date, so long as in-person sessions remain available and clinically appropriate. Any open management referrals to the EAP will be transitioned to a successor vendor or Provider as directed by the NJIIF on a case-by-case basis.

F. Participant Coverage. If selected by the NJIIF, the Vendor shall provide Covered Persons with EAP services on the first day of employment with or without appointment by the NJIIF's Members. Eligibility for services will terminate on the last day of employment or appointment.

² Crisis shall mean any interaction that may be conceived to be life threatening.

- G. Account Management. The Selected EAP Provider will assign an account manager who will serve as the contact person for the program for all NJIIF members.
- H. Program Consultation. The selected EAP Provider shall provide consulting services to NJIIF regarding the development, communication, and implementation of the EAP and shall assist NJIIF in developing relevant personnel policies.
- I. Telephone Services. The selected EAP Provider will maintain a toll-free telephone access line for Covered Persons to access EAP services.
- J. In-Person Sessions. Each Covered Person shall be entitled to receive a maximum of four (4) short-term problem resolution sessions per presenting problem if such problem is determined to be resolvable within the above number of sessions.
- K. Follow-Up EAP Provider Counselors will provide EAP follow-up for all cases, with particular emphasis on alcohol and drug cases.
- L. Reports. EAP Provider shall provide quarterly utilization reports to NJIIF summarizing EAP services used. The utilization report shall include aggregate data only and shall maintain the confidentiality of all Covered Persons.
- M. Online EAP Resources. EAP Provider shall provide all Covered Persons with access to a website that contains interactive EAP-related articles, program and tools.
- N. Program Communications. The selected EAP Provider will make available EAP materials to increase manager and employee EAP awareness and promote the EAP. Promotional materials will be drop shipped to NJIIF's headquarters or an alternative site designated by the NJIIF for distribution to employees. Additional EAP materials will be provided at an additional fee. Standard implementation materials shall include:
1. Brochures and wallet cards in a quantity equal to 105% of the number of eligible employees for distribution at implementation and an additional 5% to allow for employee turnover on an annual basis.
 2. Posters for display at worksites in a quantity up to 4% of the number of eligible employees.
 3. Quarterly electronic EAP Newsletters emailed to Member contact for distribution to employees.
- O. Legal Services. If deemed appropriate by the EAP Provider Counselor, Covered Person will receive access to a network of attorneys for a 30-minute telephone or in-person legal consultation. If additional legal services are requested, they will be made available at a discounted rate payable by the Covered Person. The decision whether or not to utilize a legal resource

identified shall rest solely with the Covered Person who has the obligation to decide whether or not to retain such resource. EAP Provider Counselors shall not provide legal consultative services for adversarial matters against any Member, fellow employee of the NJIIF.

- P. Financial Services. If deemed appropriate by the EAP Provider Counselor, Covered Person will receive access to telephonic financial consultation regarding debt management and related issues.
- Q. Child and Elder Care Services. If deemed appropriate by the EAP Provider Counselor, Covered Person will receive access to work life specialists for phone consultation, referrals and information related to childcare, adoption, education, and elder care assistance. The decision whether or not to utilize a child or elder care resource identified shall rest solely with the Covered Person who has the obligation to decide whether or not to retain such resource.
- R. Onsite Services. EAP Provider will provide up to six (6) hours of onsite orientation/training and/or crisis services including:
 - 1. Orientation/Training – EAP orientation/training to NJIIF. A minimum of eight (8) participants and three (3) weeks’ notice will be allowed for scheduling training services by the selected EAP Provider. If additional onsite training services are requested by the NJIIF, they will be billed separately on a fee for service basis. Travel costs for EAP Orientations at NJIIF’s headquarters shall be included in the cost of the program.
 - 2. Onsite Crisis Services – Onsite group crisis debriefing services will be provided by the selected EAP Provider in the event of a workplace crisis or trauma. If additional services are requested by the NJIIF. They will be billed separately by the selected EAP Provider at an hourly rate to be provided in the Vendor’s proposal. Travel costs may be charged for onsite crisis services requiring travel of 100 miles or more. Such On-Site Crisis Services shall only be undertaken with prior written approval of the NJIIF.
- S. Additional EAP Services. If Employer requests EAP services in addition to those described in this Section, such services will be billed at a rate agreed upon in writing by the parties.

III.) Minimum Qualifications & Requirements: In order for its proposal to be considered by the NJIIF, interested parties submitting proposals in response to this solicitation must meet the following minimum requirements

A. Preferred Qualifications:

- 1. Demonstrates knowledge and experience in providing employee counseling crisis management services to public entities in New Jersey;

2. Has knowledge and expertise in designing and implementing loss control programs for public entities.
3. Has sufficient staff to satisfy the scope of services described in Section II hereof.

B. Minimum Requirements for Vendor Response to the NJIIF's Solicitation of Proposals: Interested parties wishing to provide a proposal in response to this RFP shall provide the following minimum information in its proposal, which proposal must be submitted at the location and within the time constraints set forth above:

1. Full name, business address, phone and fax number, of entity of person submitting the proposal.
2. List of all individuals who, if selected, will provide services to the NJIIF, along with a summary of the post-high school education and licenses held by each person.
3. Number of years each person providing services has worked for New Jersey joint insurance funds, the identities of those funds and the services provided to each.
4. A description of the services to be provided in addition to those set forth in Section II hereof.
5. Proposed costs to provide the services set forth in Section II hereof during 2019. For services to be billed on an hourly basis, the proposal shall include the hourly rates to be charged as well as the cost of all estimated disbursements.
6. Proposals for second and third years of service should the NJIIF elect to exercise options to contract with applicant for the calendar years 2020 and 2021. (Please use Exhibit A2)
7. Evidence of general and professional liability insurance with limits of not less than \$1MM per claim, \$3MM aggregate, maintained to cover the individual(s) providing services to the NJIIF.
8. Completed copies of Exhibits A-1, A-2, B, C, D, E and FD and a copy of Vendor's NJ Business Registration Certificate.
9. The name and address of at least three (3) references consisting of client(s) for which the applicant has provided services in the past five (5) years.
10. A list and description of all professional liability claims, if any, brought against the applicant during the past five (5) years.
11. A copy or description of your Disaster Recovery Plan.
12. The applicant shall provide the NJIIF with five (5) copies of its proposal.
13. Applicants are encouraged to provide any supplemental information deemed important to the overall evaluation of the proposal and the

reason it should be considered in the overall evaluation of the proposal.

14. In submitting its response to this RFP, the applicant shall make the affirmative representation that other than as set forth in Schedule FD, attached to its proposal, within the last twelve months, it has received no payment, compensation or reimbursement in any form from any person, company or entity for the referral or assignment of work, business or for services provided to or on behalf of the NJIIF or any of its members. Applicant shall complete Schedule FD providing therein a detailed list of all individuals that have paid or reimbursed applicant during the past twelve months and the amounts of all such payments where such payment(s), compensation or reimbursement was/were derived from, based upon or related to the NJIIF.

IV.) Basis for Award of Professional Services Contract: The NJIIF shall award the agreement for the professional services described herein, at its sole discretion, based upon numerous factors, including by way of example and not limitation, vendor qualifications, merit, proposal cost, references and experience with issued confronting the NJIIF. The NJIIF reserved the right to select a vendor and negotiate with said vendor the compensation to be paid for its services and other terms of the contract pursuant to which said services will be rendered to the Fund. A final award shall be made by Resolution adopted by a majority of the Executive Board of the NJIIF based upon the proposal made to the NJIIF that has been determined to be **the most advantageous to the NJIIF, price and other factors considered.** The specific criteria will include, by way of example and not limitation:

1. Responsiveness to the scope of services;
2. Organization of the proposal;
3. Experience, reputation and qualifications of the principal assigned to service the NJIIF;
4. History and experience with similar types of public entities;
5. Knowledge of the operations of JIF's, Pools, the NJIIF and the services to be provided as Safety and Loss Control Consultant-Special Services
6. Favorable references from Public sector clients for whom similar services are/were provided;
7. Supplemental information provided as part of the proposal;
8. Other factors the NJIIF Executive Board deems to be in the best interest of the NJIIF membership;
9. The NJIIF reserves the right to reject any proposal(s), to waive any irregularities or technicalities and to accept the proposal deemed most advantageous to the NJIIF;
10. All awards are and shall be subject to the availability of funds.

Exhibit A-1

RESPONDENTS INFORMATION SHEET

Please fill in the following information and submit with your proposal:

COMPANY NAME: _____

ADDRESS: _____

PHONE NUMBER: _____

FAX NUMBER: _____

FEDERAL I.D. NUMBER: _____

NAME OF PERSON PREPARING BID: _____

PHONE NUMBER _____ EXT. _____

CONTACT PERSON FOR CORRESPONDANCE REGARDING THE PROPOSAL

NAME: _____

ADDRESS: _____

PHONE: _____ FAX NUMBER: _____

E-MAIL ADDRESS: _____

PROJECT COORDINATOR

COMPANY NAME: _____

ADDRESS: _____

PHONE NUMBER: _____

CELL PHONE NUMBER: _____

FAX NUMBER: _____

PERSON TO CONTACT: _____

EMAIL ADDRESS: _____

Exhibit A-2

NJIIF PROPOSAL FORM

Applicant name & Title: _____

Signature: _____

Address: _____

Phone: _____ Fax: _____

Title/Number of RFP: _____

The following as applicable:

2019 2020 2021

Flat/Annual rate for the proposed services in Section II A

\$ _____ \$ _____ \$ _____

Hourly Rate for providing services outlined in Section II B and C:

\$ _____ \$ _____ \$ _____

Estimated Disbursements for Services provided in Section II B and C:

\$ _____ \$ _____ \$ _____

Description of disbursements _____

Any other anticipated expenses/costs: \$ _____ \$ _____ \$ _____

Description _____

Exhibit B

RFP DOCUMENT CHECKLIST

Instructions to Respondents and Statutory Requirements

Initial each checked entry to confirm applicant's review and response to each item

Required by NJIIF	Submission Requirement		
X	Business Registration Certificate Form (mandatory with RFP submission)		
X	Respondent's Information Sheet (Exhibit A-1)		
X	NJIIF Proposal Form (Exhibit A-2)		
X	Photocopy of Affirmative Action Compliance Evidence and Language Read and Acknowledged (Exhibit C)		
X	Stockholder Disclosure Certification Form (Exhibit D)		
X	Non-Collusion Affidavit Form (Exhibit E)		
X	Financial Disclosure (Schedule FD)		

Place the following mandatory submissions at the beginning of the Proposal:

1. Business Registration Certificate

Exhibit C

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

GOODS AND SERVICES CONTRACTS (INCLUDING PROFESSIONAL SERVICES)

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

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

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

OR

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

OR

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

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

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

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 and agrees to furnish the required forms of evidence.

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

COMPANY: _____ SIGNATURE: _____

PRINT NAME: _____ TITLE: _____ DATE: _____

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

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Except with respect to affectional or sexual orientation, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Such action 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 for the 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 or sex.

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

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

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2 or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation 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 applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation 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 and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance and EEO as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

Exhibit D

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business _____

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

Check the box that represents the type of business organization:

- Partnership Corporation Sole Proprietorship
 Limited Partnership Limited Liability Corporation Limited Liability Partnership
 Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

(copy if need more space)

Stockholders:

Name: _____

Name: _____

Home Address: _____

Home Address: _____

Name: _____

Name: _____

Home Address: _____

Home Address: _____

Subscribed and sworn before me this ____ day of _____, 2__.

(Notary Public)

My Commission expires:

(Affiant)

(Print name & title of affiant)

(Corporate Seal)

Exhibit E

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

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

Subscribed and sworn to

before me this day _____ of

Signature

_____, 2_____

(Type or print name of affiant)

Notary Public

My commission expires: _____
(Seal)

