

Somerset County Improvement Authority

PO Box 3000 – 20 Grove Street
COUNTY ADMINISTRATION BUILDING
SOMERVILLE, NJ 08876-1262

Michael J. Amorosa, Chairman
Matthew D. Loper, Secretary



PHONE: (908) 231-7040
Fax: (908) 231-1740

NOTICE OF RFP Exempt Services

The Somerset County Improvement Authority is soliciting proposals through a fair and open process in accordance with N.J.S.A. 19:44A-20.4 et seq.

Sealed RFP responses will be received by the Purchasing Agent on **November 22, 2016 at 1:30 P.M.** in the Purchasing Division, County Administration Building, 20 Grove St., Somerville, NJ 08876 at which time and place responses will be opened for:

Contract IA-XS-0001-17 - 3.1 – 3.7

- 3.1 Authority Counsel**
- 3.2 Bond Counsel**
- 3.3 Auditing and Accounting Services**
- 3.4 Consulting Energy Engineering Services**
- 3.5 Energy Bond Counsel Services**
- 3.6 Financial Advisor Services**
- 3.7 Underwriting Services**

Specifications and instructions may be obtained at the Office of Somerset County Improvement Authority or on the Authority Website, www.scia.co.somerset.nj.us.^{*} We are storing all responses electronically; therefore submit all pages of the response on a CD or USB Flash drive in addition to the printed copies.

^{*} RFP Addenda will be issued on the Somerset County Improvement Authority website. Therefore, all interested respondents should check the website from now through RFP opening. It is the sole responsibility of the respondent to be knowledgeable of all addenda related to this procurement.

Respondents shall comply with the requirements of P.L. 1975 C127 (N.J.A.C. 17:27et seq.)

Karen Mc Gee, QPA
Date Posted to Web: November 1, 2016

1. Introduction

Somerset County Improvement Authority (Owner) is seeking proposals for furnishing and delivery of professional services of Authority Counsel, Bond Counsel Services, Auditing and Accounting Services, Consulting Energy Engineering Services, Energy Bond Counsel Services, Financial Advisor Services and Underwriting Services for the Somerset County Improvement Authority, funds and activities under control of the Somerset County Improvement Authority for the year 2017.

2. Administrative Conditions and Requirements

The following items express the administrative conditions and requirements of this RFP. Together with the other RFP sections, they will apply to the RFP process, the subsequent contract, and project production. Any proposed change, modification, or exception to these conditions and requirements may be the basis for the Somerset County Improvement Authority, hereinafter referred to as owner, to determine the proposal as non-responsive to the RFP and will be a factor in the determination of an award of a contract. The contents of the proposal of the successful Respondent, as accepted by the owner, will become part of any contract awarded as a result of this RFP.

2.1 Schedule

A schedule has been established for respondent proposals, proposal review, contractor selection and project initiation. The dates established for the procurement are:

1	Release of RFP	November 1, 2016 http://www.scia.co.somerset.nj.us
2	Proposal Due Date	November 22, 2016@ 1:30 P.M.
3	Evaluation Completed	November 29, 2016
4	Improvement Authority Action	December 6, 2016
5	Contract Execution and Project Initiation	January 1, 2017

2.2 Proposal Submission Information

Submission Date and Time:

November 22, 2016 at 1:30 P.M.

One (1) Original with original signatures (not electronic) & Two (2) copies **plus One (1) copy on CD or USB flash drive pdf format of the RFP response.**

The Somerset County Improvement Authority is storing all responses electronically; therefore submit **all pages** of the response on a CD or USB flash drive in addition to the printed copies.

Submission Office:

Office of the Purchasing Agent
3rd Floor
County Administration Building

Clearly mark the submittal package with the title of this RFP and the name of the responding firm, addressed to the Purchasing Agent. The original proposal shall be marked to distinguish it from the two (2) copy. **If the proposal is sent by express mail, the title of the RFP above must also appear on the outside of the express company envelope. Faxed or e-mailed proposals will not be accepted.**

Only those RFP responses received prior to or on the submission date will be considered.

Responses delivered before the submission date and time specified above may be withdrawn upon written application of the respondent who shall be required to produce evidence showing that the individual is or represents the principal or principals involved in the proposal. After the submission date and time specified above, responses must remain firm for a period of sixty (60) days.

2.2.1 Respondents are asked to follow the same format when assembling their proposals:

Due to limited storage, we are requesting, **no three ring binders** (stapling is acceptable) and no additional firm advertising. Submit the forms/required information using the following format:

Section 1 of the RFP response should be as follows:

Page 1: Original completed “proposal Cost Form/signature page”

Page 2: Fee Schedule

Page 3: Stockholder Disclosure

Page 4: Non-Collusion Affidavit

Page 5: EEO/ Affirmative Action

Page 6: Certificate of Employee Information Report

Page 7: Business Registration Certificate supply with RFP

Page 8: Acknowledgement of Receipt of Addenda

(All addenda are posted on the County website)

Page 9: Proof of Licensure

Page 10: References

Page 11: Proposal Checklist

Page 12: Disclosure of Investments in Iran

Page 13-end: Qualification Statement, proposal and any other requested information

2.3 Using Department Information

Michael J. Amorosa, Chairman
The Somerset County Improvement Authority
Somerset County Administration Building
20 Grove Street – P.O. Box 900
Somerville, New Jersey 08876-1262

2.4 Somerset County Improvement Authority Representative for this Solicitation

Please direct all questions in writing to:

Yvonne Childress, Director of Fiscal Operations
Voice: (908) 231-7631
Fax: (908) 575-3914
Email: childress@co.somerset.nj.us

2.5 Interpretations and Addenda

Respondents are expected to examine the RFP with care and observe all its requirements. All questions about 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 posted to website and mailed 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, statements or clarifications are without legal effect.

2.6 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 stated 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.

2.7 Statutory and Other Requirements

2.7.1 Compliance with Laws

Any contract entered into between the contractor and the owner must be in accordance with and subject to compliance by both parties with the New Jersey Local Public Contracts Law. The contractor must agree to comply with the non-discrimination provisions and all other laws and regulations applicable to the performance of services there under. The respondent shall sign and acknowledge such forms and certificates as may be required by this section.

2.7.2 Mandatory EEO/Affirmative Action Compliance- N.J.S.A. 10:5-31 et seq.

No firm shall be issued a contract unless it complies with the EEO/Affirmative Action requirements of P. L. 1975, C. 127 as identified in the documents attached hereto. The form shall be properly executed.

2.7.3 Americans with Disabilities Act of 1990- 42 U.S.C. S121 01 et seq.

Discrimination on the basis of disability in contracting for the delivery of services is prohibited. Respondents are required to read American with Disabilities language that is part of the documents attached hereto and agree that the provisions of Title II of the Act are made part of the contract. The contractor is obligated to comply with the Act and hold the owner harmless.

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

No corporation or partnership shall be awarded any contract for the performance of any work or the furnishing of any goods, unless, with receipt of the proposal of said corporation or partnership, there is submitted to the owner a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own ten (10) percent or greater interest therein. The Respondent shall complete and submit the form of statement that is included in this RFP.

2.7.5 Non-Collusion Affidavit

The Non-Collusion Affidavit, which is part of this RFP, shall be properly executed and submitted with the RFP response.

2.7.6 N.J. Business Registration Certificate– N.J.S.A. 52:32-44

Reforms Business Registration Filing; permits filing prior to award of contract if not filed with proposals. Effective with proposals received and contracts awarded after January 18, 2010, this law removed the requirement of the Local Public Contracts Law (N.J.S.A. 40A:11-2.3.2) that required a proposal to be rejected if the respondent failed to include a BRC with their response, even though it may have been the lowest responsible bid. The law now allows the BRC to be filed any time prior to the award of the contract and the respondent had to obtain the BRC prior to receipt of proposals. This permits the BRC to be required with a proposal or submitted subsequently. If an BRC is required in a proposal, but not submitted with the proposal, it would be an immaterial defect; curable by being filed prior to award of the contract. A BRC is obtained from the New Jersey Division of Revenue. Entities or individuals that need to file for a certificate may do so on-line at the following link:
<http://www.state.nj.us/treasury/revenue/busregcert.shtml>

2.7.7 PAY TO PLAY– NOTICE OF DISCLOSURE REQUIREMENT

Starting in January, 2007, business entities are advised of their responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27 if they receive contracts in excess of \$50,000 from public entities in a calendar year. Annual Disclosures require submission by March 30th of each year covering contracts and contributions for the prior calendar year. Business entities are responsible for determining if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

2.7.8 Assign, Sublet or Transfer Any Rights/Interests

Neither the owner nor the Contractor shall assign, sublet, or transfer any rights or interest in this Agreement without the prior written consent of the other party. Unless specifically stated to the contrary, in writing, prior to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing herein shall be construed to give any rights or benefits to anyone other than the owner and the Contractor.

2.7.9 Insurance and Indemnification

If it becomes necessary for the contractor, either as principal or by agent or employee, 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.

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.

A. Insurance Requirements:

Worker's Compensation and Employer's Liability Insurance

This insurance shall be maintained in full force during the life of this contract by the contractor covering all employees engaged in performance of this contract pursuant to N.J.S.A. 34:15-12(a) and N.J.A.C. 12:235-1.6. Minimum Employer's Liability \$1,000,000.00.

General Liability Insurance

This insurance shall have limits of not less than \$3,000,000.00 any one person and \$3,000,000.00 any one accident for bodily injury and \$3,000,000.00 aggregate for property damage, and shall be maintained in force during the life of the contract.

Automobile Liability Insurance

This insurance covering contractor for claims arising from owned, hired and non-owned vehicles with limits of not less than \$3,000,000.00 any one person and \$3,000,000.00 any one accident for bodily injury and \$3,000,000.00 each accident for property damage, shall be maintained in force during the life of this contract by the contractor.

B. Certificates of the Required Insurance

Certificates as listed above shall be submitted along with the contract as evidence covering Comprehensive General Liability, Comprehensive Automobile Liability, and where applicable, necessary Worker's Compensation and Employer's Liability Insurance. Such coverage shall be with acceptable insurance companies operating on an admitted basis in the State of New Jersey.

The contractor shall provide the SCIA with a Certificate of Insurance naming the County as additionally insured, evidencing the existence of required insurance prior to the commission of work. Said insurance must include coverage for complete operations, contractual insurance and independent contractor or subcontractor insurance, where and if applicable.

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

Somerset County Improvement Authority will not accept Mutual Limitation of Liability terms.

C. Indemnification

Successful respondent shall indemnify and hold harmless the owner from all claims, suits or actions and damages or costs of every name and description to which the owner may be subjected or put by reason of injury to the person or property of another, or the property of the owner, resulting from negligent acts or omissions on the part of the respondent, the respondent's agents, servants or subcontractors in the delivery of goods and services, or in the performance of the work under the contract.

Professional Liability/Malpractice Insurance Policy (if applicable)

Coverage in the amount of \$1,000,000.00/occurrence, \$3,000,000.00 aggregate and assurance that each such policy for each staff member remains full and in effect while providing services for Somerset County Improvement Authority

2.7.10 HIPAA (If Applicable)

Both parties agree to comply with all requirements of the Federal Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) as maybe amended from time to time, and the corresponding HIPAA regulations for the confidentiality and security of medical information.

The Contractor shall:

- Not use or disclose protected health information other than as permitted or required by law
- Use appropriate safeguards to protect the confidentiality of the information
- Report any use or disclosure not permitted

The contractor, by execution of the contract, shall thereby indemnify and hold the owner harmless from any and all liabilities, claims, actions, costs and penalties which may be incurred as the result of the failure of the contractor to comply with the requirements of the Health Insurance Portability and Accountability Act (HIPAA) or any other statute or case law protecting the privacy of persons using its services.

2.7.11 Proof of Licensure

Proof of licensure for providing Professional Services in the State of New Jersey, for either the firm or the person responsible for the work, shall be provided as required.

2.7.12 Disclosure of Investment Activities in Iran

P.L. 2012, c.25 prohibits State and local public contracts with persons or entities engaging in certain investment activities in energy or finance sectors of Iran.

2.8 Public Emergency

In the event of a Public Emergency declared at the Local, State or Federal Level, if the owner opts to extend terms and conditions of this RFP, the contractor agrees to extend the terms and conditions of this RFP, whether existing, expiring or expired no longer than six months, for goods and/or services for the duration of the emergency. In the event the original contractor cannot meet this requirement, the owner may solicit the goods and/or services from any respondent on this contract.

2.9 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.

2.10 Failure to Enter Contract

Should the respondent, to whom the contract is awarded, fail to enter into a contract within ten (10) days, Sundays and holidays excepted, the owner may then, at its option, accept the proposal of another respondent.

2.11 Commencement of Work

The contractor agrees to commence work after the date of award by the owner and upon notice from the using department.

2.12 Termination of Contract

If, through any cause, the contractor shall fail to fulfill in a timely and proper manner obligations under the Contract 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.

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.

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.

2.13 Non-Allocation of Funding Termination

Each fiscal year payment obligation of the Owner is conditioned upon the availability of Owner funds appropriated or allocated for the payment of such an obligation. If funds are not allocated and available for the continuance of any services performed by the Contractor hereunder, whether in whole or in part, the Owner at the end of any particular fiscal year may terminate such services. The Owner will notify the Contractor in writing immediately of any services that will be affected by a shortage of appropriated funds. This provision shall not be construed so as to permit the Owner to terminate this Agreement during the term, or any service hereunder, merely in order to acquire identical services from a third party contractor.

2.14 Force Majeure

Neither party shall be responsible for any resulting loss or obligation to fulfill duties as specified in any of the terms or provisions of this Agreement if the fulfillment of any term or provision of this Agreement is delayed or prevented by any revolutions, insurrections, riots, wars, acts of enemies, national emergencies, strikes, floods, fires, acts of God, or by any cause not within the control of the party whose performance is interfered with which by the exercise of reasonable diligence such party is unable to prevent. Additionally, if the fulfillment of any of the terms and provisions of this Agreement is delayed or prevented by any court order, or action or injunction or other such agreement, this Agreement shall become voidable by the County of Somerset by notice to each party.

2.15 The County and the Contractor each bind themselves and their successors, executors, administrators, heirs and assigns and legal representatives of the other party respecting all covenants and agreements and obligations of this contract.

2.16 The terms of this Agreement shall be construed and interpreted, and all respective rights and duties of the parties shall be governed by the laws of the State of New Jersey.

2.17 Challenge of Specifications

Any respondent who wishes to challenge a specification shall file such challenge in writing with the Purchasing Agent no less than three (3) business days prior to the opening of the RFP's. Challenges filed after that time shall be considered void and having no impact on the owner or the award of contract.

2.18 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 account of subsequently discovered evidence including but not limited to the following:

- 1 Deliverables not complying with the project specification;
- 2 Claims filed or responsible evidence indicating probability of filing claims;
- 3 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.

2.19 Non-payment of Penalties and Interest on Overdue Bills

State Law requires that public funds be used to pay only for goods delivered or services rendered. Somerset County will not pay penalties and/or interest on overdue bills. No employee is authorized to sign a letter of credit or any other document that represents a legal commitment on the part of the SCIA to pay additional fees.

2.20 Ownership of Material

The owner shall retain all of its rights and interest in any and all documents and property both hard copy and digital furnished by the owner to the contractor for the purpose of assisting the contractor in the performance of this contract. All such items shall be returned immediately to the owner at the expiration or termination of the contract or completion of any related services, pursuant thereto, whichever comes first. None of the documents and/or property shall, without the written consent of the owner, be disclosed to others or used by the contractor or permitted by the contractor to be used by their parties at any time except in the performance of the resulting contract.

Ownership of all data, materials and documentation originated and prepared for the owner pursuant to this contract shall belong exclusively to the owner. All data, reports, computerized information, programs and materials related to this project shall be delivered to and become the property of the owner upon completion of the project. The contractor shall not have the right to use, sell, or disclose the total of the interim or final work products, or make available to third parties, without the prior written consent of the owner. All information supplied to the owner may be required to be supplied on CD-ROM media compatible with the owner's computer operating system, windows based, Microsoft Office Suite 2007 or greater.

2.21 Source of Specifications/RFP Packages

Official Somerset County Improvement Authority Request for Proposal (RFP) packages for routine goods and services are available from <http://www.scia.co.somerset.nj.us>) at no cost to the prospective respondents. All addenda are posted on this site. Potential respondents are cautioned that they are responding at their own risk if a third party supplied the specifications that may or may not be complete. The Somerset County Improvement Authority is not responsible for third party supplied RFP documents.

2.22 Altering Official Document

Respondents shall not write in any margins or alter the official content of Somerset County Improvement Authority RFP document.

2.23 W-9

Successful bidder/respondent shall complete W-9 Form and submit to Purchasing prior to contract award. The form is available at the following link: <http://www.irs.gov/pub/irs-pdf/fw9.pdf>

3. Scope of Work

3.1 Authority Counsel

Professional legal services for an Authority Counsel to provide legal services to the Commissioners of the SCIA, its contractors, its officials and employees and other departments, agencies, divisions, boards and bodies within the Somerset County Improvement Authority as assigned. The following is the minimum threshold requirements that will be utilized for solicitation of persons and/or firms to be considered for the above:

1. Admission to the New Jersey Bar for a minimum of ten (10) years.
2. Has a multi-disciplinary law practice in the area of civil matters for a minimum of ten (10) years.
3. Has experience in appearing before the Office of Administrative Law and the State Superior Court.
2. Has demonstrable experience in the representation of public bodies, including but not limited to, County and local Improvement Authorities and/or commissions, Counties, Municipalities, State of New Jersey or Boards or instrumentalities of the County and the State.

Fee Schedule

Respondents shall submit a proposed hourly rate fee schedule and per diem fees for other services or types of activities.

3.2. Bond Counsel Services

The following are the minimum threshold requirements for persons and/or firms to be considered for Bond Counsel:

1. Admission to the New Jersey Bar for a minimum of ten (10) years.
2. Experienced law practice in the field of public finance, including but not limited to the financing of capital projects through bond ordinances and the issuance of bonds and/or bond anticipation notes in the State of New Jersey State for a minimum of ten (10) years.
3. Firms, through their representatives, or individuals must be listed as Approved Bond Counsel in the Bond Buyers Municipal Marketplace Directory (the Red Book).
4. Demonstrate current knowledge and experience in appropriate state and federal tax and securities laws as they relate to the Somerset County Improvement Authority (SCIA) public finance matters, including as appropriate; interaction with New Jersey Department of Community Affairs, Division of Local Government Services, Local Finance Board; Somerset County; the County of Somerset cash management plan/investment strategies; and the inter-municipality coordination of debt issues as they relate to the SCIA capital programs and bond issues.

5. Demonstrate at least ten (10) years of experience in representation of New Jersey governmental entities in all public finance related matters, including but not limited to competitive bond and notes sales, negotiations for noncompetitive bond and notes sales, and performing and procuring related financial services and activities.

Fee Schedule

Respondents shall submit a proposed hourly rate fee schedule and per diem fees for other services or types of activities.

3.3 Auditing and Accounting Services

The following are the minimum threshold requirements for persons and/or firms to be considered for auditing/accounting services.

1. Licensed by the New Jersey Department of Community Affairs, Division of Local Government Services as a Registered Municipal Accounting Firm for a minimum of ten (10) years.
2. Has a multi-disciplinary accounting practice in the area of State of New Jersey local governmental accounting and finance for a minimum of ten (10) years.
3. Knowledge and experience with the rules, regulations and process of the New Jersey Department of Community Affairs, Local Finance Board on behalf of local and county governments, local improvement and utility authorities and 501(c)(3) corporations, etc.
4. Demonstrate experience in the representation of public bodies, including but not limited to, Counties, Municipalities, State of New Jersey or Boards or instrumentalities of the County and State.
5. Demonstrate experience in working with various automated, electronic payroll and financial management and information systems including but not limited to such brand names as the Municipal Software Inc, QuickBooks, Personality 2000 (Highline Corp.), etc.

Respondents shall provide individual or corporate resumes and portfolios as a response to this request for minimum qualifications.

Fee Schedule

Respondents shall submit a proposed hourly rate fee schedule and per diem fees for other services or types of activities.

3.4 Consulting Energy Engineering Services

The following are the minimum threshold requirements for persons and/or firms to be considered for the Consulting Energy Engineering Services:

1. Demonstrable experience in:
 - financial analysis of renewable energy projects and determining the suitability of the specific local facilities for the installation and operation of the renewable energy projects.

- developing, verifying, and/or modifying the economic assumptions underlying the renewable energy program in general, and
 - negotiation of the various agreements required to implement a Renewable Energy Program.
2. Engineering Services including but not limited to Electrical Engineering
 3. Environmental Engineering Services and Regulatory Compliance Services

Qualification Statement and Proposal

Consultants are requested to submit a Qualification Statement for Consulting Energy Engineering Services. The Qualification Statement and Proposal shall be no more than three typed, singled sided, 8 ½” x 11” sheets in length. The Qualification Statement and Proposal must contain all requirements of the RFP and the following information.

1. A statement that your firm is interested in performing the work described in this RFP.
2. The address of the office in which the work will be performed.
3. The name and title of the individuals who will be assigned to the project(s).

Resumes of key personnel must be submitted along with your firms’ proposals. Each resume shall be a maximum of two, single sided, 8 ½ “x 11” sheets in length and must highlight education, professional credentials, and work performance on projects similar to that described in this RFP. A resume of the project manager, as well as the resume(s) of key technical staff must be included.

Fee Schedule

Respondents shall submit a proposed hourly rate fee schedule and per diem fees for other services or types of activities.

3.5 Energy Bond Counsel Services

The following are the minimum threshold requirements for persons and/or firms to be considered for Energy Bond Counsel Services:

1. Admission to the New Jersey Bar for a minimum of ten (10) years.
2. Experienced law practice in the field of public finance, including but not limited to the financing of capital projects through bond ordinances and the issuance of bonds and/or bond anticipation notes in the State of New Jersey State for a minimum of ten (10) years.
3. Firms, through their representatives, or individuals must be listed as Approved Bond Counsel in the Bond Buyers Municipal Marketplace Directory (the Red Book).
4. Demonstrate current knowledge and experience in appropriate state and federal tax and securities laws as they relate to the Somerset County Improvement Authority (SCIA) public finance matters, including as appropriate; interaction with New Jersey Department of Community Affairs, Division of Local Government Services, Local Finance Board; Somerset County; the County of Somerset cash management plan/investment strategies; and the inter-municipality coordination of debt issues as they relate to the SCIA capital programs and bond issues.

5. Demonstrate current knowledge and experience in legal services necessary for the development, implementation, structuring and maintenance of a Renewable Energy Program, including:
 - (a) The negotiation, issuance and/or administration of Bonds and Notes for the financing connection of renewable energy programs, including
 - (b) Advice and assistance with respect to the development, structuring and implementation of a renewable energy program, to include solar initiatives, wind, geothermal.
 - (c) Advice and assistance with establishing criteria for participants. The selection and participation of the renewable energy program participants, including the municipal, school district, county and local authority participants, the installers, operators and maintainers of any such renewable energy system and the renewable energy consultants.
 - (d) Experience with the financial, environmental and applicable local and state law components and impacts regarding the renewable energy program, including the federal income tax, state regulatory and other impacts.
 - (e) Experience with laws, rules or regulations of any governmental stakeholder, including the Department of Community Affairs, the Board of Public Utilities, and the Department of Education.

Fee Schedule

Respondents shall submit a proposed hourly rate fee schedule and per diem fees for other services or types of activities.

3.6 Financial Advisor Services

The following are the minimum threshold requirements for persons and/or firms to be considered for the above:

1. Have a minimum of five (5) years of experience in providing financial advisory services to similar government entities.

Requested financial advisory services may include, but are not limited to:

1. Consulting on the issuance of general obligation debt in connection with the owner's projects. Providing sensitivity analysis of different interest rates on financing plans for the program. Managing the bond financing process and negotiating key business points to accomplish the Improvement Authority's objectives.
2. Developing a plan of finance and preparing financing schedules, which would include recommendations as to the timing of bonds to be issued. Coordinate with bond counsel and the finance team in recommending size, structure, specific terms and conditions of a debt issue. Presenting information regarding methods of sale, including publicly offered and privately negotiated options.

Fee Schedule

Respondents shall submit a proposed hourly rate fee schedule and per diem fees for other services or types of activities.

3.7 Underwriting Services

Underwriter services for the purposes of issuing notes and bonds throughout 2017.

The owner issues such bonds and notes for the purposes allowable under N.J.S.A. 40:37A-45 and more specifically intends to issue such taxable and tax exempt bonds and notes for the purposes of economic development, open space preservation, tourism, etc. as permitted, and to issue and refund such taxable and tax-exempt bonds and notes as otherwise deemed appropriate by the Authority.

The owner will also undertake to issue such bonds and notes for the purposes allowable under the referenced statutes on behalf of itself and other government entities both within and outside of the County of Somerset.

The Underwriter selected for any one note or bond issuance may be one or more firm(s), chosen based on the specific purpose of the proposed bond or note issue including experience with type and purpose of issue, and shall be selected by the Authority on an evaluation of the most advantageous proposal, including price, and the other factors required by this Underwriter RFP, all as determined in the sole discretion of the Authority. Proposals submitted to the Authority are the property of the Authority for all purposes of applicable law.

There shall be no contract with the selected Underwriter, regardless of any action of owner award, until a duly authorized Bond Purchase Agreement with one or more Underwriters and the Authority.

Underwriting Firm Requirements

A. Must be listed in the Bond Buyers Municipal Marketplace Directory (the Red Book) for a period of at least 10 years. Proposals should demonstrate the ability and experience in capable underwriting firm(s) to performing the required underwriting services considered by this Underwriter RFP, including knowledge of and experience in the State of New Jersey and national taxable and non-taxable municipal markets, commitment to public finance, prior underwriting performance, and the ability to execute quality and timeliness of work.

B. Underwriting Firm(s) must assign trained, educated, and relevant experienced individuals. Proposals shall list the individuals potentially to be assigned as well as education, experience and work on relevant projects.

C. Describe the marketing strategies to be employed and the ability to effectively market taxable and nontaxable obligations, particularly those similar in structure and credit to those previously issued by the authority.

D. Explain financial capacity to underwrite the type of bonds and notes identify herein.

E. If co-managers are selected, an Underwriter may be asked to accept the fee structure submitted under the Proposal of a firm named as senior manager. Do not include the cost of underwriter's counsel, as the Authority reserves the right to designate such counsel, which shall be acceptable to the Underwriter, and establish reasonable compensation for such counsel.

F. Disclose existing or potential conflicts of interest your firm might have, or which reasonably might arise, due to your involvement in the Authority financing. Disclosure or an

affirmative statement of no conflict must be submitted in the Proposal response. Also provide a statement that if a conflict arises, subsequent to being designated as an Underwriter, that such Underwriter will notify the Authority in writing of such conflict.

G. Any criminal, civil or regulatory investigation or pertinent litigation pending or threatened against your firm or members of your municipal bond or public finance departments, must be disclosed (or an affirmative statement of no such action) in the Proposal response. State your firm's compliance with MSRB rule G-37 and G-38, and other applicable federal and state, including the State, securities law and regulations.

The selected Underwriter shall comply with all applicable federal, state and local statutes, rules and regulations. If applicable, a statement of compliance with all applicable law and regulation in order to transact underwriting services in the State for local government entities in the State is sufficient for purposes of the Proposal.

H. Provide a statement that the respondent has read, understands, and agrees to all of the terms of this Underwriter RFP.

I. Provide a list of taxable and non-taxable bond issues underwritten nationally and in New Jersey. Provide the name of the issuer, borrower (if different from issuer, date of sale, type of sale (negotiated or competitive), par amount of issue, your role (senior manager, sole manager, co-manager), along with the total number and total par amount of such issues nationally and in New Jersey.

The owner reserves the right (in its sole judgment), to reject, for any reason, any and all responses and components of any proposal response, to eliminate any and all respondents responding to this Underwriter RFP from further consideration for this procurement, and to waive any irregularities in any proposal that the Authority deems in the best interests of the Authority, the County or the Local Units.

Fee Schedule

Expenses – includes various fees and overhead expenses and should be clearly identified.

Takedown – i.e. sales commission

Underwriting Fee

Management Fee – provide a firm management fee quote

4. Proposal Requirements

4.1 Qualification Statement

A statement is to be provided by the respondent who will serve as the primary contractor. The statement shall set forth brief details of the firm's principal activities, the number of personnel in the firm and the firm's location. Please provide a list of (3) three clients for whom similar services have been provided. Include the following in your response:

1. Name of government agency or comparable private entity.
2. Contact person's name, position, and current telephone number.
3. Dates, cost and scope of service.
4. Status and comments

4.2 Key Personnel Information

The respondent shall provide the identity and the credentials of the principals and other key personnel working for the contractor and their areas of responsibilities.

4.3 Proposal Forms

The following forms are contained in the attachments. All forms are required and shall be completed and made part of the proposal submitted.

1. Proposal Cost Form/Signature Page
2. Non-Collusion Affidavit
3. Stockholder Disclosure
4. EEO/Affirmative Action Statement
5. Acknowledgement of Receipt of Addenda
6. Disclosure of Investment Activities in Iran

4.4 Location of Servicing Office

The proposal must list the location and address of the present, active office that will service and manage this contract.

5. Evaluation, Review and Selection Process

5.1 Proposals to Remain Subject to Acceptance

RFP 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 proposals 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.

5.2 Rejection of Proposals

The owner reserves the right to reject any or all proposals, 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 RFP and to complete the work contemplated therein. The owner reserves the right to waive any minor informality in the RFP.

5.3 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 governing body for award of contract, based on price and other factors.

5.4 Evaluation Criteria

The criteria considered in the evaluation of each proposal follows. The arrangement of the criteria is not meant to imply order of importance in the selection process. All criteria will be used to select the successful respondent.

5.4.1 Understanding of the Requested Work

The proposals will be evaluated for general compliance with instructions and requests issued in the RFP. Non-compliance with significant instructions shall be grounds for disqualification of proposals.

5.4.2 Knowledge and Technical Competence

This includes the ability of the respondent to perform all of the tasks and fulfill adequately the stated requirements.

5.4.2.a. Management, Experience and Personnel Qualifications

Expertise of the firm shall be demonstrated by past contract successes providing government or other agencies with similar services. The respondent will be evaluated on knowledge, experience, prior collaboration and successful completion of projects/services similar to that requested in this RFP. In addition to relevant experience, respondents shall provide personnel qualifications in the Proposal.

5.4.3 Ability to Complete the Services in a Timely Manner

This is based on the estimated duration of the tasks and the respondent's ability to accomplish these tasks as stated.

5.4.4 Cost

Price shall be based on the fee schedule submitted with the proposal. Any services not included as part of any resulting contract scope of services must be approved and authorized by the owner before such work is initiated. The owner shall pay for such approved services, at the rate or cost agreed upon between the owner and contractor, provided the respondent has provided a schedule of fees for additional services with this RFP.

5.5 Term of Contract:

January 1, 2017 – December 31, 2017

5.6 Notice of Award

The successful respondent will be notified of the award of contract upon a favorable decision by the Somerset County Improvement Authority.

**SOMERSET COUNTY IMPROVEMENT AUTHORITY
RFP DOCUMENT CHECKLIST**

**Read,
Acknowledged,
Signed & Submitted
Respondent's Initial**

A. FAILURE TO SUBMIT ANY OF THESE ITEMS IS MANDATORY CAUSE FOR REJECTION OF RFP

- Stockholder Disclosure Certification
- Non-Collusion Affidavit
- EEO/Affirmative Action Compliance Notice – Submit Copy of State Certificate of Employee Information Report
- Proposal Cost Form/Signature Page
- Acknowledgement of Receipt of Addenda (To be Completed if Addenda are Issued)
- Other:

B. REQUIRED NO LATER THAN TIME PERIOD INDICATED

B.1 SUBMIT DOCUMENTS AT TIME OF RFP RESPONSE DUE DATE

- Qualification Statement
- Key Personnel Information
- Three (3) references for similar projects
- License(s) or Certification(s) Required by the Specifications
- CD OR USB flash drive with PDF of RFP along with Printed Copies (Ref: Notice of RFP and/or Section 2.2)
- Disclosure of Activities in Iran- submit with RFP response

**B.2 MUST POSSESS CERTIFICATE BY CONTRACT AWARD DATE
“SUBMISSION OF CERTIFICATE WITH RESPONSE PREFERRED”**

- New Jersey Business Registration Certificate -Prefer with RFP Response. Required by Law prior to award of contract
- New Jersey Business Registration Certificate – Named /Listed Subcontractor(s) Certificate - Prefer with RFP Response. Required by Law prior to award of contract

B.3 MUST SUBMIT BY CONTRACT AWARD DATE

- Certificates of the Required Insurance naming Somerset County Improvement Authority Additionally Insured
- Evidence of Medical Malpractice or Professional Liability Insurance supply certificate prior to processing a purchase order

C. READ ONLY

- Americans With Disability Act of 1990 Language

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: _____

SOMERSET COUNTY IMPROVEMENT AUTHORITY
PROPOSAL COST FORM

To the Somerset County Improvement Authority

The undersigned declares that he/she has read the Notice, Instructions, Affidavits and Scope of Services attached, that he/she has determined the conditions affecting the proposal and agrees, if this proposal is accepted, to furnish and deliver services for the following:

3.1 Authority Counsel - Schedule of Fees to be attached by Respondent

3.2 Bond Counsel - Schedule of Fees to be attached by Respondent

3.3 Auditing and Accounting Services

Statutory audit of all books and accounts under the control of the Somerset County Improvement Authority, not otherwise separately identified in this RFP, pursuant to and in accordance with N.J.S.A. 40A:5-4: \$ _____

Preparation of Secondary Market Disclosure \$ _____

Assistance in Preparation of an Official Statement:
(first) \$ _____

Review and preparation of information necessary for the development of the annual financial statement \$ _____

Budget review preparation and Services: \$ _____
To include providing an independent verification and review of the SCIA budget.

Consulting services: not to exceed 80 hours per annum: \$ _____

(Consulting services of a technical/advisory nature relating to various accounting, debt management, financial and budgetary matters.)

Consulting services per hour after 80 hours \$ _____ per hour

3.4 Consulting Energy Engineer Services - Schedule of Fees to be attached by Respondent

3.5 Energy Bond Counsel Services - Schedule of Fees to be attached by Respondent

3.6 Financial Advisor Services - Schedule of Fees to be attached by Respondent

3.7 Underwriting Services - Schedule of Fees to be attached by Respondent

**SOMERSET COUNTY IMPROVEMENT AUTHORITY
SIGNATURE PAGE**

The undersigned is a (Corporate)
(Partnership) under the laws of the State of _____ having its
(Individual)
principal office at _____

Company

Federal I.D. # or Social Security #

Address

Signature of Authorized Agent

Type or Print Name

Telephone Number

Date

Fax Number

Email Address

**SOMERSET COUNTY IMPROVEMENT AUTHORITY
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 Respondents Business _____

Check which business entity applies:

- | | | |
|---|--|--|
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Corporation | <input type="checkbox"/> Sole Proprietorship |
| <input type="checkbox"/> Limited Partnership | <input type="checkbox"/> Limited Liability Partnership | <input type="checkbox"/> Limited Liability Corporation |
| <input type="checkbox"/> Subchapter S Corporation | <input type="checkbox"/> Other _____ | |

Complete if the bidder/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: _____

**SOMERSET COUNTY IMPROVEMENT AUTHORITY
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)

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 established commercial or selling agencies maintained by _____.
(name of contractor)

(N.J.S.A. 52:34-15)

Subscribed and sworn to

before me this _____ day

of _____, _____.

Signature

(Type or print name of affiant under signature)

Notary public of

My Commission expires _____.

**SOMERSET COUNTY IMPROVEMENT AUTHORITY
EEO/AFFIRMATIVE ACTION COMPLIANCE NOTICE
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 County and Division of Public Contracts Equal Employment Opportunity Compliance. During a review, Division representatives will review the County files to determine whether the affirmative action evidence has been submitted by the vendor/contractor. Specifically, each vendor/contractor shall submit to the County, 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 County 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 photostatic 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 County 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 photostatic 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 County. 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 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. 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, 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 ww.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**.

SAMPLE CERTIFICATE OF EMPLOYEE INFORMATION REPORT


Certification 111XX

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

INITIAL

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-DEC-20XX to 15-DEC-20XX

SAMPLE COMPANY, INC.
33 WEST STATE STREET
TRENTON, NJ 08625


State Treasurer

VOID

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. §12101 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.

SOMERSET COUNTY IMPROVEMENT AUTHORITY

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

PREFER SUBMITTED WITH RFP RESPONSE
REQUIRED BY LAW PRIOR TO AWARD OF CONTRACT


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

DEPARTMENT OF TREASURY
DIVISION OF REVENUE
PO BOX 252
TRENTON, N.J. 08644-0252

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**
FORM-BRC(08-01)

John S. Tully
Acting Director

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

SOMERSET COUNTY IMPROVEMENT AUTHORITY

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

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

Acknowledged for: _____
(Name of Bidder)

By: _____
(Signature of Authorized Representative)

Name: _____
(Print or Type)

Title: _____

Date: _____

FORM NOT REQUIRED IF NO ADDENDA ISSUED

SOMERSET COUNTY IMPROVEMENT AUTHORITY
County of Somerset, New Jersey
Division of Purchasing
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Solicitation Number: _____ **Respondent:** _____

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 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 Director finds a person or entity to be in violation of the principles which are the subject of this 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 person or entity.

I certify, pursuant to Public Law 2012, c. 25, that the person or entity listed above for which I am authorized to submit a response/renew:

is not providing goods or services of \$20,000,000 or more in the energy sector of Iran, including a person or entity that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran,
AND

is not a financial institution that extends \$20,000,000 or more in credit to another person or entity, for 45 days or more, if that person or entity will use the credit to provide goods or services in the energy sector in Iran.

In the event that a person or entity is unable to make the above certification because it or one of its parents, subsidiaries, or affiliates has engaged in the above-referenced activities, a detailed, accurate and precise description of the activities must be provided in part 2 below to the Division of Purchase under penalty of perjury. 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.

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

You must provide, 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.

NAME: _____ Relationship to Respondent _____

Description of Activities _____

Duration of Engagement _____ Anticipated Cessation Date: _____

Respondent/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 Somerset County 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 County to notify the County in writing 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 Somerset County, New Jersey and that the County at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): _____ Signature: _____

Title _____ Date: _____