



**NOTICE OF RFP**  
**Exempt Services**

The Borough of Somerdale 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 Borough Clerk on **May 30, 2013 at 2:00 P.M.** in the Borough Hall at 105 Kennedy Blvd. Somerdale, NJ 08083 at which time and place responses will be opened for:

- 3.1 Special Energy Counsel**
- 3.2 Energy Bond Counsel Services**

Specifications and instructions may be obtained at the Municipal Clerk's office at the Borough Hall or on the Borough's Website, [www.Somerdale-nj.com](http://www.Somerdale-nj.com)\*

\* All RFP Addenda will be issued on the Borough of Somerdale 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.)

Date Posted to Web: May 14, 2013

**1. Introduction**

The Borough of Somerdale (Owner) is seeking proposals for furnishing and delivery of professional services of Special Energy Counsel & Energy Bond Counsel Services for the July 1, 2013 through June 30, 2014 period (subject to 2014 appropriations).

**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 Borough of Somerdale, 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       | May 14, 2013<br><a href="http://www.Somerdale-NJ.com">http://www.Somerdale-NJ.com</a> |
| 2 | Proposal Due Date    | May 30, 2013 @ 2:00 P.M.  |
| 3 | Evaluation Completed | June 12, 2013   |
| 4 | Borough Action       | June 13, 2013   |

## 2.2 Proposal Submission Information

**Submission Date and Time:**  
**May 30, 2013 at 2:00 P.M.**

One (1) Original & One (1) copy and One (1) CD ROM electronic version .pdf format of the RFP response.

The Borough of Somerdale is storing all responses electronically; therefore submit **all pages** of the response on a CD in addition to the printed copies.

**Submission Office:**  
Municipal Clerk  
Borough of Somerdale  
105 Kennedy Blvd.  
Somerdale, NJ 08083

Clearly mark the submittal package with the title of this RFP and the name of the responding firm, addressed to the Municipal Clerk. The original proposal shall be marked to distinguish it from the one (1) copy.

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.

## **2.3 Borough of Somerdale Representative for this Solicitation**

Please direct all questions in writing to:

Michele Miller, Municipal Clerk  
Voice: (856) 783-6320 ext. 33  
Fax: (856) 784-9377  
Email: [MMiller@Somerdale-NJ.com](mailto:MMiller@Somerdale-NJ.com)

## **2.4 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.

## **2.5 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.

## **2.6 Statutory and Other Requirements**

### **2.6.1 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.

### **2.6.2 Mandatory EEO/Affirmative Action Compliance**

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.

### **2.6.3 Americans with Disabilities Act of 1990**

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.

### **2.6.4 Stockholder Disclosure**

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.

### **2.6.5 Non-Collusion Affidavit**

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

### **2.6.6 N.J. Business Registration Certificate**

Certificate required pursuant to C57, PL2004; failure to be registered by time of contract award may be cause for rejection. Entities or individuals that need to file for a certificate may do so on-line through the NJ Division of Local Government Services at the following link:  
<http://www.state.nj.us/treasury/revenue/busregcert.shtml>.

### **2.6.7 “Pay to Play” – Notice of Disclosure Requirement – P.L. 2005, Chapter 271, Section 3 Reporting (N.J.S.A. 19:44A – 20.27)**

- (1) Any business entity that has received \$50,000 or more in contracts from government entities in a calendar year is required to file an annual disclosure report with ELEC. The instructions and form are available on the ELEC website.
- (2) Annual Disclosures require submission by March 30<sup>th</sup> of each year covering contracts and contributions for the prior calendar year.
- (3) At a minimum, a list of all business entities that file an annual disclosure report will be listed on ELEC’s website at [www.elec.state.nj.us](http://www.elec.state.nj.us).
- (4) If you have any questions please contact ELEC at:  
1-888-313-ELEC (3532) (toll free in NJ) or 609-292-8700

### **2.6.8 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.

### **2.6.9 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.

### **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 the Borough of Somerdale.

The contractor shall provide the Owner with a Certificate of Insurance naming the Borough of Somerdale 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.

### **2.6.10 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.

### **2.6.11 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 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.

### **2.8 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.

### **2.9 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.

### **2.10 Commencement of Work**

The contractor agrees to commence work after the date of award by the Owner and upon request/notice of required services from the Owner.

### **2.11 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 sub-contractors/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.

## **2.12 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 calendar 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.

## **2.13 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.

**2.14** The Owner 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.

**2.15** 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.

## **2.16 Challenge of Specifications**

Any respondent who wishes to challenge a specification shall file such challenge in writing with the Municipal Clerk 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.

## **2.17 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.

## **2.18 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. The Borough of Somerdale 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 Borough to pay additional fees.

## **2.19 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.

## **2.20 Source of Specifications/RFP Packages**

Official Borough of Somerdale Request for Proposal (RFP) packages for routine goods and services are available from <http://www.Somerdale-NJ.com> 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 Borough of Somerdale is not responsible for third party supplied RFP documents.

## **2.21 Altering Official Document**

Respondents shall not write in any margins or alter the official content of the Borough of Somerdale RFP document.

## **2.22 W-9**

Successful bidder/respondent shall complete W-9 Form and submit to the borough Clerk 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. Energy Counsel Services**

The following are the minimum threshold requirements for persons and/or firms to be considered for the Energy 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 Borough of Somerdale public finance matters, including as appropriate; interaction with New Jersey Department of Community Affairs, Division of Local Government Services, Local Finance Board; Camden County; the Borough of Somerdale 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) Advice and assistance with respect to the development, structuring, implementation and maintenance of a renewable energy program, to include solar initiatives, wind, geothermal.
  - (b) 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.

- (c) 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; and
- (d) 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.

### **3.2 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 Borough of Somerdale public finance matters, including as appropriate; interaction with New Jersey Department of Community Affairs, Division of Local Government Services, Local Finance Board; Camden County; the Borough of Somerdale 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.

## **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

### **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:**

July 1, 2013 – June 30, 2014 (subject to appropriations)

#### **5.6 Notice of Award**

The successful respondent will be notified of the award of contract upon a favorable decision by the Borough of Somerdale.

**BOROUGH OF SOMERDALE  
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 \_\_\_\_\_
- Fee Schedules are required by Scope of Work \_\_\_\_\_
- Acknowledgement of Receipt of Addenda (To be Completed if Addenda are Issued) \_\_\_\_\_

**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 with PDF of RFP & with Printed Copies (Ref: Notice of RFP and/or Section 2.2) \_\_\_\_\_

**B.2 MUST POSSESS CERTIFICATE BY CONTRACT AWARD DATE**

*“SUBMISSION OF CERTIFICATE WITH RESPONSE PREFERRED”*

- New Jersey Business Registration Certificate \_\_\_\_\_

**B.3 MUST SUBMIT BY CONTRACT AWARD DATE**

- Certificates of the Required Insurance naming Borough of Somerdale  
Additionally Insured \_\_\_\_\_

**B. 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: \_\_\_\_\_

**BOROUGH OF SOMERDALE  
PROPOSAL COST FORM**

**To the Borough of Somerdale**

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 per the attached schedule of fees for the following:

*Please check applicable category*

- 3.1 Special Energy Counsel - Schedule of Fees to be attached by Respondent**
- 3.2 Energy Bond Counsel Services - Schedule of Fees to be attached by Respondent**

Signature Page follows

**BOROUGH OF SOMERDALE  
SIGNATURE PAGE**

(Individual)

(Corporate)

The undersigned is a (Partnership) under the laws of the State of \_\_\_\_\_

having its 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

**BOROUGH OF SOMERDALE  
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: \_\_\_\_\_

**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 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 \_\_\_\_\_.

**BOROUGH OF SOMERDALE**  
**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](http://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 [www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance))

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

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

The Contractor and the Owner, do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the Owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the Owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the Owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the Owner's grievance procedure, the contractor agrees to abide by any decision of the Owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the Owner, or if the Owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

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

**October 20, 2004**

**Revised Contract Language for BRC Compliance**

*Goods and Services Contracts (including purchase orders)*

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

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

- 1) the contractor shall provide written notice to its subcontractors and suppliers to submit proof of business registration to the contractor;
- \*2) subcontractors through all tiers of a project must provide written notice to their subcontractors and suppliers to submit proof of business registration and subcontractors shall collect such proofs of business registration and maintain them on file;
- 3) prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors and suppliers\* or attest that none was used; and,
- 4) during the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into this State.

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

**ALERT**  
**FAILURE TO INCLUDE A COPY OF YOUR AND SUBCONTRACTORS'**  
**NEW JERSEY BUSINESS REGISTRATION CERTIFICATE**  
**MAY BE CAUSE FOR REJECTION OF YOUR PROPOSAL**

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

FAILURE TO POSSESS A NEW JERSEY BUSINESS REGISTRATION CERTIFICATE  
MAY BE CAUSE FOR REJECTION OF YOUR PROPOSAL

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

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

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

TAXPAYER NAME: <b>TAX REGISTRATION TEST ACCOUNT</b>	TRADE NAME: <b>CLIENT REGISTRATION</b>
TAXPAYER IDENTIFICATION#: <b>970-097-382/500</b>	SEQUENCE NUMBER: <b>0107330</b>
ADDRESS: <b>847 ROEBLING AVE TRENTON NJ 08611</b>	ISSUANCE DATE: <b>07/14/04</b>
EFFECTIVE DATE: <b>01/01/01</b>	<i>John S. Tully</i> Acting Director

FORM-BRC(08-01) This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

**STATE OF NEW JERSEY**  
**BUSINESS REGISTRATION CERTIFICATE**

<b>Taxpayer Name:</b>	TAX REG TEST ACCOUNT
<b>Trade Name:</b>	
<b>Address:</b>	847 ROEBLING AVE TRENTON, NJ 08611
<b>Certificate Number:</b>	1093907
<b>Date of Issuance:</b>	October 14, 2004

**For Office Use Only:**  
20041014112823533

**BOROUGH OF SOMERDALE**  
**ACKNOWLEDGMENT OF RECEIPT OF ADDENDA**

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

<b><u>ADDENDUM NUMBER</u></b>	<b><u>DATE</u></b>	<b>ACKNOWLEDGE RECEIPT <u>(Initial)</u></b>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Acknowledged for: \_\_\_\_\_  
(Name of Bidder)

By: \_\_\_\_\_  
(Signature of Authorized Representative)

Name: \_\_\_\_\_  
(Print or Type)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**FORM NOT REQUIRED IF NO ADDENDA ISSUED**

