Somerset County Improvement Authority

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

MELISSA A. KOSENSKY, QPA, CCPO, RPPO
Purchasing Agent

PHONE: 908-231-7043
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NOTICE OF RFP

Professional and Exempt Services

The Somerset County Improvement Authority is soliciting proposals through the 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 14, 2025 at 4:00 P.M.** in the Purchasing Division, County Administration Building, 20 Grove Street, Somerville, New Jersey 08876 at which time and place responses will be opened and read for:

Contract IA-XS-0001-26 - 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

RFP responses must be made on the standard proposal forms, be enclosed in a sealed package bearing the name and address of the respondent and the **"RFP TITLE NAME & CONTRACT #"** on the outside, addressed to Melissa A. Kosensky, Purchasing Agent, at the address above.

Specifications and instructions may be obtained at the Office of Somerset County Improvement Authority or on the Authority Website, https://www.co.somerset.nj.us/government/administrator-s-office/improvement-authority.

Any RFP Addenda will be issued on the Somerset County Improvement Authority website. 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 are required to comply with the requirements of N.J.S.A 10:5-31 et seq. and N.J.A.C 17:27 et seq.

Melissa A. Kosensky, RPPO, QPA
Purchasing Agent
Legal Publication Date: October 14, 2025

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 2026.

2. Administrative Conditions and Requirements

The following items express the conditions and requirements of this RFP. Together with the other RFP sections, they 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 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

The dates established for respondent proposals, proposal review, contractor selection and project initiation are:

1. Release of RFP — October 14, 2025

   https://www.co.somerset.nj.us/government/administrator-s-office/improvement-authority
2. Proposal Due Date — November 14, 2025 at 4:00 P.M.
3. Evaluation Completed — November/December 2025
4. Improvement Authority Action — December 2025
5. Contract Execution and Project Initiation — January 1, 2026

2.2 Proposal Submission Information

Submission Date and Time:
November 14, 2025 at 4:00 P.M.

One (1) Original ***signed in ink*** & One (1) copy and One (1) copy on a 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 USB flash drive in addition to the printed copies.

Three (3) ring binders or elaborate binding is unnecessary.

Submission Office:
Office of the Purchasing Agent
Administration Building – 3rd Floor
20 Grove Street
Somerville, NJ 08876

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 ***signed in ink*** and marked to distinguish it from the one (1) copy. ***Faxed or emailed proposals will NOT be accepted.***

Only those RFP responses received prior to or on the submission date and time 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 the year 2026.

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

The County has limited storage; therefore we are requesting**, no three ring binders** (stapling is acceptable) and no additional company 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: Ownership Disclosure
Page 4: Non-Collusion Affidavit
Page 5: EEO/Affirmative Action Compliance Notice
Page 6: Certificate of Employee Information Report
Page 7: Business Registration Certificate (preferred with RFP response, required at time of contract award)
Page 8: Acknowledgement of Receipt of Addenda (All addenda are posted on the County website)
Page 9: Proof of Licensure
Page 10: References Page
Page 11. Proposal Checklist
Page 12: Disclosure of Investment Activities In Iran
Page 13: Russia/Belarus Business Prohibition
Page 14: Qualification Statement, proposal
Page 15-end: Any other information requested in specification

***On the "Proposal Cost Form/Signature Page" check **ALL** the categories that your company is applying for.

2.3 Using Department Information

Nancy D'Andrea, Executive Director
The Somerset County Improvement Authority
Somerset County Administration Building
20 Grove Street – P.O. Box 3000
Somerville, New Jersey 08876-1262

2.4 County Representative for this Solicitation

Please direct all questions in writing to:
Melissa A. Kosensky, QPA, CCPO, RPPO
Purchasing Agent
Voice: 908-231-7043
Fax: 908 575-3917
Email: PurchasingDiv@co.somerset.nj.us

Questions by prospective respondents concerning this RFP may be addressed to Melissa A. Kosensky, QPA, CCPO, RPPO, Purchasing Agent for the County of Somerset in writing via fax at 908-575-3917 or by email: PurchasingDiv@co.somerset.nj.us. Please note the aforementioned contact is authorized only to direct the attention of prospective respondents to various portions of the requirements so that they may read and interpret each portion for themselves. ***NO*** employee of the County of Somerset is authorized to give interpretations of any portion of this RFP or to give information as to the requirements for the RFP in addition to that already contained in the RFP unless as a formal addenda.

Interpretations of the RFP or additional information as to its requirements, when necessary, shall be communicated to prospective respondents ***only*** by written addendum issued by the Purchasing Agent of the County of Somerset.

Please identify the contract name, number and note Request for Information as the subject line when submitting a request by fax or email.

2.5 Interpretations and Addenda

A. The respondent understands and agrees that its proposal is submitted on the basis of the specifications prepared by the County. The respondent accepts the obligation to become familiar with these specifications.

B. Respondents are expected to examine the specifications and related documents with care and observe all their requirements. Ambiguities, errors or omissions noted by respondent should be promptly reported in writing to the Purchasing Agent. In the event the respondent fails to notify the County of such ambiguities, errors or omissions, the respondent shall be bound by the proposal.

C. No oral interpretation of the meaning of the specifications will be made to any potential respondent. Every request for an interpretation shall be in writing, *addressed to the Purchasing Agent, referencing the Contract Name and Contract Number in the subject line*, at PurchasingDiv@co.somerset.nj.us. In order to be given consideration, written requests for interpretation and or clarification must be received at last three (3) business days prior to the date fixed for the opening of the proposals.

D. All interpretations, clarifications and any supplemental instructions will be in the form of written addenda to the specifications, and will be distributed to all prospective respondents. All addenda so issued shall become part of the specification and RFP documents, and shall be acknowledged by the respondent by completing the Acknowledgement of Receipt of Addenda form. The County's interpretations or corrections thereof shall be final.

Pursuant to N.J.S.A. 40A:11-23(c)(1) when issuing addenda, the owner shall provide required notice prior to official receipt of proposals to any person who has submitted a response or who has received a RFP package. They will be sent via electronic transmissions to those known recipients of the RFP specifications.

E. Discrepancies in RFP's

1. If the amount shown in words and its equivalent figures do not agree, the written words shall be binding. Ditto marks are not considered writing or printing and shall not be used.

2. In the event that there is a discrepancy between the unit prices and the extended totals, the unit price shall prevail. In the event there is an error of the summation of the extended totals, the computation by the County of the extended totals shall govern.

2.6 Quantities of Estimate

Wherever the estimated quantities of work to be done are shown in any section of this RFP, including the Proposal Cost Form, they are given for use in comparing proposals. The owner especially reserves the right (except as herein otherwise specifically limited) to increase or diminish the quantities as may be deemed reasonably necessary or desirable by the owner to complete the work detailed by the contract. Such increase or diminution shall in no way violate this contract, nor shall any such increase or diminution give cause for claims or liability for damages.

2.7 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 as noted in 2.6, are not to be billed and will not be paid.

2.8 Statutory and Other Requirements

2.8.1 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.

2.8.2 Mandatory EEO/Affirmative Action Compliance - N.J.S.A 10:5-31 et seq. and N.J.A.C 17:27 et seq.

No firm may be issued a contract unless it complies with the affirmative action provisions of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1 et seq. as administered by the Division of Purchase & Property Contract Compliance and Audit Unit (Division) and provided below. The contract will include the language included as attachment A in this specification.

1. Goods, Professional Services and Service Contracts
   Each 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:

   i. A Letter of Federal Approval indicating that the vendor is under an existing federally approved or sanctioned affirmative action program. A copy of the letter must be provided by the vendor to the Public Agency and Division. This approval letter is valid for one year from the date of issuance.

   ii. A Certificate of Employee Information Report (hereafter "Certificate"), issued in accordance with N.J.A.C. 17:27 et seq. The vendor must provide a copy of the Certificate to the Public Agency 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

   iii. The successful respondent shall complete an Initial Employee Report, Form AA-302 and submit it to the Division with a check or money order for $150.00 made payable to "Treasurer, State of New Jersey" www.state.nj.us/treasury/contract_compliance

2.8.3 New Jersey Anti-Discrimination – N.J.S.A. 10:2-1

There shall be no discrimination against any employee engaged in the work required to produce the goods and services covered by any contract resulting from this bid, or against any applicant to such employment because of race, religion, sex, national origin, creed, color, ancestry, age, marital status, affectional or sexual orientation, familial status, liability for service in the Armed Forces of the United States, or nationality. This provision shall include, but not be limited to the following: employment upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The contractor shall insert a similar provision in all subcontracts for services to be covered by any contract resulting from this RFP.

2.8.4 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.

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

In accordance with N.J.S.A. 52:25-24.2, no corporation, partnership, limited partnership, limited liability corporation, limited liability partnership, Subchapter S corporation or sole proprietorship, shall be awarded

a contract, unless prior to the receipt of the RFP response/bid or accompanying the RFP response/bid of the corporation, partnership, limited partnership, limited liability corporation, limited liability partnership, subchapter S corporation or sole proprietorship, there is submitted to the County a statement setting forth the names and addresses of all stockholders who own 10% or more of the stock, of any class or of all individual partners who own a 10% or greater interest in the corporation, partnership, limited partnership, limited liability corporation, limited liability partnership, Subchapter S corporation or sole proprietorship. If one or more such stockholder or partner is itself a corporation or partnership, the stockholders holding 10% or more of that corporation's stock, or the individual partners owning 10% or greater interest in that partnership, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every non-corporate stockholder and individual partner, exceeding the 10% ownership criteria established in this act has been listed. The form shall be signed and submitted with the RFP proposal/bid whether or not a stockholder or partner owns less than 10% of the business submitting the RFP proposal/bid. Failure to comply requires mandatory rejection of the RFP proposal/bid. The Respondent shall complete and submit the form of statement that is included in this RFP.

2.8.6 Non-Collusion Affidavit - N.J.S.A. 52:34-15

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

2.8.7 Proof of N.J. Business Registration Certificate N.J.S.A. 52:32-44

Pursuant to N.J.S.A. 52:32-44, Somerset County ("Contracting Agency") is prohibited from entering into a contract with an entity unless the bidder/proposer/contractor, and each subcontractor that is required by law to be named in a bid/proposal/contract has a valid Business Registration Certificate on file with the Division of Revenue and Enterprise Services within the Department of the Treasury.

Prior to contract award or authorization, the contractor shall provide the Contracting Agency with its proof of business registration and that of any named subcontractor(s).

Subcontractors named in a bid or proposal shall provide proof of business registration to the respondent, who in turn, shall provide it to the Contracting Agency prior to the time of contract, purchase order, or other contracting document is awarded or authorized.

During the course of contract performance:

(1) The contractor shall not enter into a contract with a subcontractor unless the subcontractor first provides the contractor with a valid proof of business registration.
(2) The contractor shall maintain and submit to the Contracting Agency a list of subcontractors and their addresses that may be updated from time to time.
(3) The contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall collect and remit to the Director of the Division of Taxation in the Department of Treasury, 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 in the State. Any questions in this regard can be directed to the Division of Taxation at (609) 292-6400. Form NJ-REG can be filed online at www.state.nj.us/treasury/revenue/busregcert.shtml.

Before final payment is made under the contract, the contractor shall submit to the Contracting Agency a complete and accurate list of all subcontractors used and their addresses.

Pursuant to N.J.S.A. 54:49-4.1, a business organization that fails to provide a copy of a business registration as required, or that provides false business registration information, shall be liable for a penalty of $25.00 for each day of violation, not to exceed $50,000, for each proof of business registration not properly provided under a contract with a contracting agency.

Emergency Purchases or Contracts

For purchases of an emergent nature, the contractor shall provide its Business Registration Certificate within two weeks from the date of purchase or execution of the contract or prior to payment for goods or services, whichever is earlier.

2.8.8 Pay to Play – Notice of Disclosure Requirement

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. 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.

2.8.9 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.

2.8.10 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 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.

Indemnification

The contractor agrees to indemnify and save harmless the owner, its officers, agents and employees, hereinafter referred to as indemnitees, from all suits, including attorney's fees and costs of litigation, actions, loss damage, expense, cost of claims, of any character or on account of any act, claim or amount arising or recovered under Worker's Compensation law, or arising out of failure of the Contractor or those acting under Contractor to conform to any statutes, ordinances, regulations, law or court decree. It is the intent of the parties to this contract that the indemnities shall, in all instances, except for loss or damage resulting from the sole negligence of the indemnitee, be indemnified against all liability, loss or damage of any nature whatsoever.

Insurance Requirements:

The following are the insurance requirements that the County may require for any professional service contract. Insurance requirements depend on the type of work and additional insurance may be required. Evidence of such insurances shall be provided on a Certificate of Insurance form.

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.

Professional Liability/Malpractice Insurance Policy (if applicable)
Coverage in the amount of $2,000,000.00/occurrence, $4,000,000.00 aggregate and assurance that each such policy for each staff member remains full and in effect while providing services for owner.

The contractor shall provide the owner with a Certificate of Insurance naming the County of Somerset 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.

Errors and Omissions Insurance

A. The contractor shall purchase and maintain during the entire period of this contract, errors and omissions insurance that shall protect the contractor and the County from any and all claims that may arise out of or result from the contractor's performance of this contract. Specifically, the errors and omissions insurance shall have limits of not less than $2,000,000.00 dollars per occurrence and $4,000,000.00 dollars in the aggregate.

B. Certificates of the Required Insurance
Certificates as listed above shall be submitted along with the contract as evidence covering Errors and Omissions insurance. Such coverage shall be with acceptable insurance companies operating on an admitted basis in the State of New Jersey.

Somerset County will not accept Mutual Limitation of Liability terms.

2.8.11 Health Insurance Portability and Accountability Act of 1996 - 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.

2.8.12 Proof of Licensure

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

2.8.13 Disclosure of Investment Activities in Iran – P.L. 2012, c.25

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. Respondents must indicate if they comply with the law by certifying the form. Pursuant to N.J.S.A. 40A:11-2.1 the County is required to notify the New Jersey Attorney General if it determines a false certification has been submitted.

2.8.14 Prompt Payment – Goods & Services– P.L. 2019, C.127 (LFN 2019-02 1/23/19)

P.L. 2018, c. 127 establishes a prompt payment requirement that applies to goods and services contracts a contracting unit awards to a "business concern" under the Local Public Contracts Law (LPCL). The law applies to all goods and services contracts awarded on or after February 1, 2019 (the law's effective date) regardless of dollar amount and any contracts requiring either a single payment or multiple payments. The law does not change the prompt payment requirements for improvements to real property and structures as set forth in N.J.S.A. 2A:30A-1 et seq. and described in LFN 2006-21. The law defines "Business Concern" as any person engaged in a trade or business, including a private nonprofit entity operating as an independent contractor, providing goods and services directly to a contracting unit or to a designated third party and operating pursuant to a contract with a contracting unit which requires either a single payment or multiple payments, but shall not include a "public utility" as defined in N.J.S.A. 48:2.13.

2.9 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.

2.10 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.

2.11 Subcontractors

The owner will consider the primary contractor to be the sole point of contact with regard to contract matters. The primary contractor will be required to assume sole responsibility for delivery of all services.

2.11.1 Use of Sub-consultants

Respondent may find it advantageous to include sub-consultants in their proposal. Such an arrangement is acceptable provided that the relationship between firms is clearly defined and the method of maintaining proper project management and oversight is described within the proposal. The use of sub-consultants is left to the discretion of respondent, provided that the criteria of adequate capability in all areas of the scope of work is met. Any sub-consultants must be identified in the same manner as the primary consultant.

2.12 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.

2.13 Commencement of Work

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

2.14 Time of Completion

It is hereby understood and mutually agreed, by and between the respondent and the owner, that the date on which the work shall be substantially complete as specified in the RFP is an essential condition of this contract. It is further mutually understood and agreed that the work and contract time embraced in this Contract shall commence on the date specified and that the resulting contract shall be completed in sequence and time frames identified by the owner.

The respondent agrees that said services shall be processed regularly, diligently, and uninterruptedly at such rate of progress as will ensure full completion thereof within the time specified. It is expressly understood and agreed, by and between the respondent and the owner, that the time of completion of the services described herein is a reasonable time for the completion of it.

2.15 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.

2.16 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.

2.17 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.

2.18 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.

2.19 The terms of this contract 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.

2.20 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.

2.21 Payment

Invoices shall be submitted monthly and must 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, all backup documentation (mileage, time logs, receipts for expenses, etc.), amount remaining in total balance, and the Proposal Cost Form.

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.

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.

2.22 Non-payment of Penalties and Interest on Overdue Bills

Public funds may 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.

2.23 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. All information supplied to the owner is required to be supplied via USB external hard drive and compatible with the owner's computers systems. Technology standards: Microsoft 11 Windows, Microsoft Office 365, Adobe Reader and Acrobat, Microsoft Edge browser.

Under state and federal statutes, certain government records are protected from public disclosure. The County, the Contractor and any Subcontractors have a responsibility and an obligation to safeguard from public access an employee's personal information with which it has been entrusted when disclosure thereof would violate the employee's reasonable expectation of privacy. All payroll, personnel and health insurance related files are confidential. Additionally, the Contractor and any Subcontractors may be privy to sensitive law enforcement information or investigations during their review which must remain confidential. The County reserves the right to make any public disclosure under the law. Also, among government records deemed confidential are administrative or technical information regarding computer hardware, software and networks that, if disclosed, would jeopardize computer security. The Contractor and any Subcontractor(s) are prohibited from the sale or distribution of all supplied information to any third party.

2.24 Source of Specifications/RFP Packages

Official Somerset County Improvement Authority Request for Proposal (RFP) packages for routine goods and services are available from (https://www.co.somerset.nj.us/government/administrator-s-office/improvement-authority) 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.

2.25 Altering Official Document

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

2.26 RFP Preparation of Forms

RFPs ***must be signed in ink by the respondent***; all quotations shall be made with a typewriter/computer or pen and ink. Any quotation showing any erasure alteration must be initialed by the respondent in ink. Unit prices and totals are to be inserted in spaces provided.

2.27 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: www.irs.gov/pub/irs-pdf/fw9.pdf

2.28 No Endorsement

Award of professional services contract does not constitute an endorsement by the Somerset County Improvement Authority. A firm awarded a professional services contract shall not promote or advertise its designation without first obtaining the Authority's permission.

2.29 Effect of Award

Being awarded a contract as a professional service provider to the Authority does not guarantee any work or the assigning of any cases and does not bind the Authority to guarantee any form of employment or engagement.

2.30 Open Public Records Act

Respondents are hereby advised that their responses may be subject to dissemination under the Open Public Records Act ("OPRA") or the common law right of access.

2.31 Russia/Belarus Business Prohibition P.L. 2022, c.3

All potential bidders/respondents must attest on the form provided, of their status of engagement in prohibited activities in Russia or Belarus. Certification requires that you review the Entity List provided by the Department of Treasury, (link provided on the form), then check off the appropriate box and complete the form.

3. Scope of Work (SOW)

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 and interaction with New Jersey Department of Community Affairs, Division of Local Government Services, Local Finance Board.

4. 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, etc.

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

Fee Schedule

Respondents shall complete all sections of the Proposal Cost Form for Accounting and Auditing services.

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 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 name and title of the individuals who will be assigned to the project(s).
3. Resumes of key personnel must be submitted along with your firms' proposals. Each resume 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.
   (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.

3. Participate in rating agency presentations and preparation of Notice of Sale and Official Statements.

4. Due to inherent conflicts of interest, the firm selected as financial advisor will not be allowed to resign in order to serve as underwriter for any proposed transactions.

Additional Optional Services – Continuing Disclosure Services

1. Financial Advisor may offer a platform for compliance and ongoing support for complying with the Securities and Exchange Commission ("SEC") Rule 15c2-12 ("Rule").

2. Assists the County with ongoing monitoring of significant events.

3. Makes timely and accurate disclosure filings on the MSRB's EMMA website.

4. Disseminates Annual Reports, Audited Reports, Adopted Budgets, Interim Financials, and statistical reports as needed, and maintains complete and accurate records for all filings and submissions.

5. Provides reminders of critical filing deadlines and alerts when the rating agencies publish a change in the issuer's or obligor's credit rating

Fee Schedule

Respondents shall submit a proposed hourly rate fee schedule and per diem fees for other services or types of activities, inclusive of the additional optional continuing disclosure services.

3.7 Underwriting Services

Underwriter services awarded on an as needed basis for the purposes of issuing notes and bonds throughout 2026.

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.

Due to inherent conflicts of interest, the firm selected as underwriter will not be allowed to resign in order to serve as financial advisor for any proposed transactions.

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 perform 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.

H. 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.

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

J. 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

COUNTY OF SOMERSET

EXCEPTIONS

For each exception, the respondent must identify the specific section of specifications by providing the number and title the exception applies to. It is the responsibility of the respondent to document the equivalence claim in writing. Submitting product brochures is not an acceptable claim of equivalence.

(IF NONE SO STATE)

USE ADDITIONAL SHEET IF NECESSARY

4. Proposal Requirements

4.1 Qualification Statement and Proposal

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.
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 professional credentials of the principals and other key personnel either working for the contractor and their areas of responsibilities.

4.3 Subcontractors

Respondents may engage the services of subcontractors for completion of this project. If their proposal involves any subcontractors, full details on the nature of the work to be performed by them and the location in which the work is to be performed must be provided. The respondent understands that if selected, the owner prior to initiating any subcontracted work, must approve the use of subcontractors in writing. (Refer to Section 2.11 and Item 2.11.1 for more details)

4.4 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/Signature Form
2. Non-Collusion Affidavit
3. Ownership Disclosure
4. Affirmative Action Statement
5. Acknowledgement of Receipt of Addenda
6. Disclosure of Investment Activities in Iran
7. Russia/Belarus Business Prohibition

4.5 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. 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 most advantageous price and other factors. The County reserves the right to reach out to the respondents to get clarification on Proposals on specific items if necessary during the deliberation process.

Evaluation Team – RFP respondents are prohibited from contacting any member of the evaluation team directly without a formal invitation. If it is found that a respondent has attempted to discuss their proposal with a team member without an invite then their proposal may be deemed unresponsive. All questions during the evaluation period shall be directed to the Purchasing Agent.

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.

This will be based on the quality of the content of the RFP and the respondent's ability to communicate a thorough understanding of the required tasks and the approach to meet the scope of work outlined in the RFP. The proposals will be evaluated for general compliance with instructions and requests issued in the RFP. Non-compliance with significant instructions will be grounds for disqualification of proposals.

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.

5.4.3 Management, Experience and Personnel Qualifications

Expertise of the firm shall be demonstrated by past contract successes providing government 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. (See 4.1 and 4.2).

5.4.4 Ability to Complete the Project/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.

5.4.5 Cost

Price shall be based on hourly rates and schedules of fees 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 the contract

January 1, 2026 – December 31, 2026

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

Required With RFP		Read, Signed & Submitted Respondent's Initial
A.	**FAILURE TO SUBMIT ANY OF THESE ITEMS IS <u>MANDATORY</u> CAUSE FOR REJECTION OF RFP**	
☒	Ownership Disclosure Form	
☒	Non-Collusion Affidavit	
☒	Proposal Cost Form/Signature Page	
☒	Other: Fee Schedule	
B.	**MANDATORY ITEM(S), REQUIRED NO LATER THAN TIME PERIOD INDICATED**	
☒	Business Registration Certificate – Respondent – Prefer with RFP Response. Required by Law prior to award of contract	
☐	Business Registration Certificate – Designated Subcontractor(s) – Prefer with RFP Response. Required by Law prior to award of contract	
☒	Required Evidence EEO/Affirmative Action Regulations Questionnaire– Submit Copy of State Certificate of Employee Information Report – Prefer with RFP Response. Required by Law prior to award of contract.	
☒	License(s) or Certification(s) Required by the Specifications – RFP Response (Section 3)	
☒	Certificates of the Required Insurance naming County Additionally Insured – Prefer with RFP Response. Required prior to award of contract	
☒	Disclosure of Investment Activities in Iran- Prefer with RFP response. Required by law prior to award of contract.	
☒	Disclosure of Prohibited Activities in Russia or Belarus, N.J.S.A. 52:32-60.1, et seq. P.L. 2022, c.3 – Prefer with RFP response. Required by law prior to award of contract.	
☒	Acknowledgement of Receipt of Addenda (To be Completed if Addenda are Issued) – Prefer with RFP Response.	
C.	**FAILURE TO SUBMIT ANY OF THESE ITEMS AT TIME OF RFP <u>MAY</u> BE CAUSE FOR REJECTION**	
☒	Qualification Statement	
☒	Key Personnel Information	
☒	Three (3) references for similar projects	
☐	Projected project plan and timeline (Gantt Chart)	
☒	USB Flash Drive with PDF of RFP along w/Printed Copies (Ref: Notice of RFP and/or Section 2.2) USB flash drive must be labeled with the respondent's name	
D.	**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 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 (Corporation / Partnership / Individual) 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
Title of Authorized Agent	Date
Telephone Number	Email Address
Fax Number	

County of Somerset New Jersey
PO Box 3000 – 20 Grove Street
COUNTY ADMINISTRATION BUILDING
Somerville, NJ 08876-1262
PHONE: (908) 231-7043 FAX: (908) 575-3917

OWNERSHIP DISCLOSURE FORM

RFP SOLICITATION #: _____ **VENDOR {Respondent}:** _____

PART 1

PLEASE COMPLETE THE QUESTIONS BELOW BY CHECKING EITHER THE "YES" OR THE "NO" BOX. ALL PARTIES ENTERING INTO A CONTRACT WITH THE STATE ARE REQUIRED TO COMPLETE THIS FORM PURSUANT TO N.J.S.A. 52:25-24.2

	YES	NO
1. Are there any individuals, corporations, partnerships, or limited liability companies owning a **10% or greater** interest in the Vendor {Respondent}?	☐	☐
IF THE ANSWER TO QUESTION 1 IS "NO", PLEASE SIGN AND DATE THE FORM. IF THE ANSWER TO QUESTION 1 IS "YES", PLEASE ANSWER QUESTION 2—4 BELOW.		
2. Of those parties owning a **10% or greater** interest in the Vendor {Respondent}, are any of those parties individuals?	☐	☐
3. Of those parties owning a **10% or greater** interest in the Vendor {Respondent}, are any of those parties **corporations, partnerships, or limited liability companies**?	☐	☐
4. If you answer to Question 3 is "YES", are there any parties owning a **10% or greater** interest in the **corporation, partnership, or limited liability company** referenced in Question 3?	☐	☐
5. Is the Vendor {Respondent} incorporated as a not-for-profit organization?	☐	☐
IF THE ANSWER TO THIS QUESTION IS "YES", EXECUTE THE CERTIFICATION SECTION.		

IF ANY OF THE ANSWERS TO QUESTION 2-4 ARE "YES", PLEASE PROVIDE THE REQUESTED INFORMATION IN PART 2 BELOW.

PART 2

PLEASE PROVIDE FURTHER INFORMATION RELATED TO QUESTIONS 2—4 ANSWERED AS "YES".

If you answered "**YES**" for questions 2, 3, or 4, you must disclose identifying information related to the individuals, corporations, partnerships, and/or limited liability companies owning a 10% or greater interest in the Vendor {Respondent}. Further, if one or more of these entities is itself a corporation, partnership, or limited liability company, you must also disclose all parties that own a 10% or greater interest in that corporation, partnership, or limited liability company. This information is required by statue.

INDIVIDUALS

NAME				
ADDRESS 1				
ADDRESS 2				
CITY	**STATE**		**ZIP**	

NAME				
ADDRESS 1				
ADDRESS 2				
CITY	**STATE**		**ZIP**	

NAME				
ADDRESS 1				
ADDRESS 2				
CITY	**STATE**		**ZIP**	

NAME				
ADDRESS 1				
ADDRESS 2				
CITY	**STATE**		**ZIP**	

Attach Additional Sheets If Necessary

PART 2 continued

PARTNERSHIPS / CORPORATIONS / LIMITED LIABILITY COMPANIES

ENTITY NAME					
PARTNER NAME					
ADDRESS 1					
ADDRESS 2					
CITY		**STATE**		**ZIP**	

ENTITY NAME					
PARTNER NAME					
ADDRESS 1					
ADDRESS 2					
CITY		**STATE**		**ZIP**	

ENTITY NAME					
PARTNER NAME					
ADDRESS 1					
ADDRESS 2					
CITY		**STATE**		**ZIP**	

Attach Additional Sheets If Necessary

In the alternative, to comply with the ownership disclosure requirement, a Vendor {Respondent} with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10 percent or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10 percent or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10 percent or greater beneficial interest. N.J.S.A. 52:25-24.2.

PART 3

PUBLICLY TRADED PARENT COMPANY DISCLOSURE

Ownership disclosure (name and address) can be met by submitting the last annual filing of an SEC or similar foreign regulator document or providing the website link to such documents, and include relevant page numbers. See N.J.S.A 52:25-24.2.

TITLE OF ATTACHED DOCUMENTS OR WEBLINK	PAGE #

Attach Additional Sheets if Necessary

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor {Respondent}, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the County of Somerset, NJ is relying on the information contained herein, and that the Vendor {Respondent} is under a continuing obligation from the date of this certification through the completion of any contract(s) with the County to notify the County in writing of any changes to the information contained herein; that I am aware that is a criminal office to make false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of my agreement(s) with the County, permitting the County to declare any contracts(s) resulting from this certification void and unenforceable.

_____ _____

Signature (Do not enter Vendor ID as a signature) *Date*

_____

Print Name and Title

_____

FEIN/SSN

COUNTY OF SOMERSET, NEW JERSEY
NON-COLLUSION AFFIDAVIT
(N.J.S.A. 52:34-15)

State of _____

County of _____

I, _____ residing in _____
(Name of Affiant) (Name of Municipality)

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

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

I am _____ of the Company of _____
(Title or Position) (Name of Firm/Company)

the Bidder/Respondent making this Proposal for the Bid/RFP numbered _____ ,
(Contract #)

and that I executed the said Proposal with full authority to do so; that said Bidder/Respondent 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 numbered 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. 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 Firm/Company)

_____
(Signature of Affiant)

_____
(Type of Print Name of Affiant)

COUNTY OF SOMERSET, NEW JERSEY
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 respondents 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 successful vendor(s) must submit the AA302 Report to the Division of Public Contracts Equal Employment Opportunity Compliance, with a copy to Public Agency.

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

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

COMPANY: _____ SIGNATURE: _____

PRINT NAME:_____TITLE: _____

DATE: _____

COUNTY OF SOMERSET, NEW JERSEY
EXHIBIT A
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27
GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

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

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

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

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

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

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

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

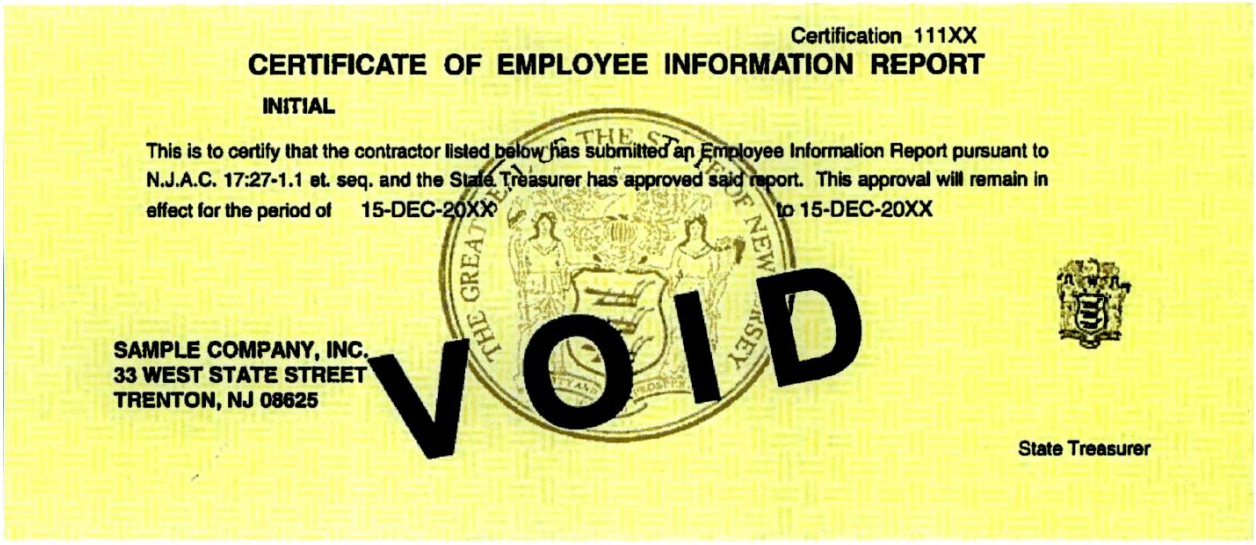
In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional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

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

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

The contractor and its subcontractors shall furnish such reports or other documents to the Division of 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

VOID

State Treasurer

COUNTY OF SOMERSET, NEW JERSEY
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 II of the Americans With Disabilities Act of 1990 (the "Act") *(42 U.S.C. S121 01* et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

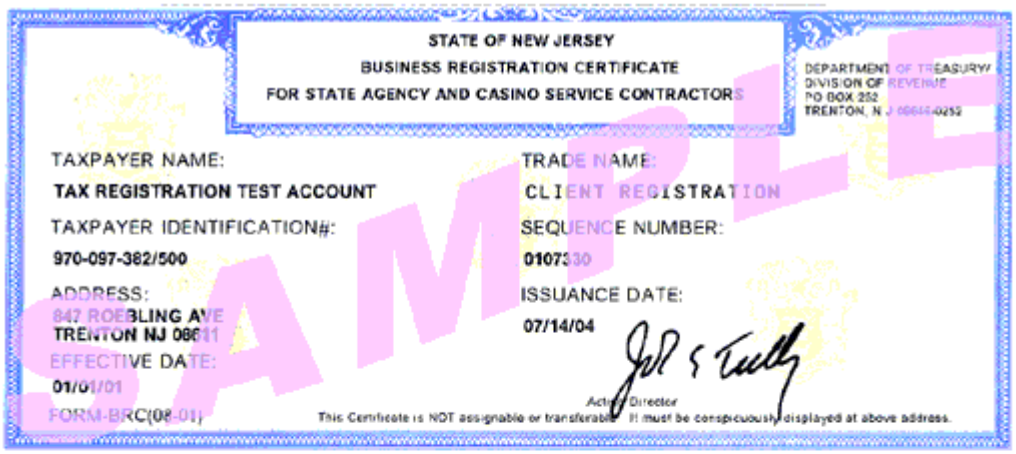
It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

COUNTY OF SOMERSET, NEW JERSEY

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

BUSINESS REGISTRATION CERTIFICATES

PREFER 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, NJ 08646-0252

TAXPAYER NAME:
TAX REGISTRATION TEST ACCOUNT

TRADE NAME:
CLIENT REGISTRATION

TAXPAYER IDENTIFICATION#:
970-097-382/500

SEQUENCE NUMBER:
0107330

ADDRESS:
847 ROEBLING AVE
TRENTON NJ 08611

ISSUANCE DATE:
07/14/04

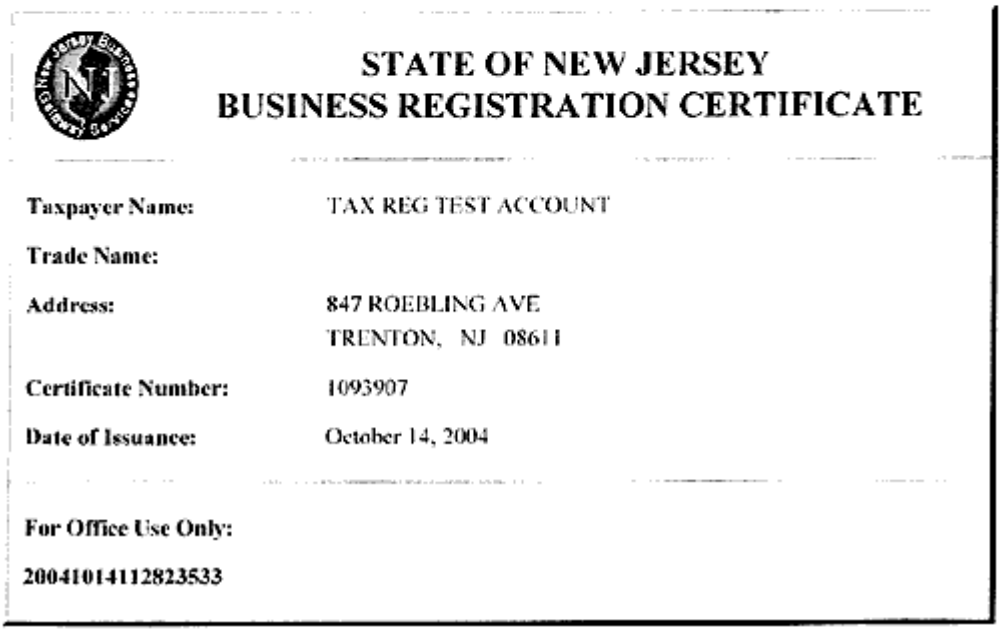
EFFECTIVE DATE:
01/01/01

Acting Director

FORM-BRC(08-01)

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

SAMPLE



STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: TAX REG TEST ACCOUNT

Trade Name:

Address: 847 ROEBLING AVE
TRENTON, NJ 08611

Certificate Number: 1093907

Date of Issuance: October 14, 2004

For Office Use Only:

20041014112823533

COUNTY OF SOMERSET, NEW JERSEY

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

The undersigned Respondent hereby acknowledges receipt of the following Addenda:

ADDENDUM NUMBER	DATE	ACKNOWLEDGE RECEIPT (Initial)

Acknowledged for: _____
(Name of Respondent)

By: _____
(Signature of Authorized Representative)

Name: _____
(Print or Type)

Title: _____

Date: _____

FORM NOT REQUIRED IF NO ADDENDA ISSUED

County of Somerset, New Jersey

Disclosure of Investment Activities in Iran

Respondent Name:	

Part 1: Certification

*RESPONDENTS ARE TO COMPLETE PART 1 BY CHECKING **EITHER BOX.***

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

Check the Appropriate Box

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

OR

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

Part 2 – Additional Information

PLEASE PROVIDE FURTHER INFOMRATION RELATED TO INVESTEMENT ACTIVITIES IN IRAN. You must provide a detailed, accurate and precise description of the activities of the responding person/entity, or one of its parents, subsidiaries or affiliated, engaging in the investment activities in Iran on additional sheets provided by you.

Part 3: Certification

I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments there to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the County of Somerset 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 of Somerset to notify the County of Somerset 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 the County of Somerset and that the County of Somerset at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):		**Title:**	
Signature:		**Date:**	

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

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

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

(Check the Appropriate Box)

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

OR

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

OR

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

_____

_____

_____

_____

_____

_____

(Attach Additional Sheets If Necessary.)

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

[i] Vendor means: (1) A natural person, corporation, company, limited partnership, limited liability partnership, limited liability company, business association, sole proprietorship, joint venture, partnership, society, trust, or any other nongovernmental entity, organization, or group; (2) Any governmental entity or instrumentality of a government, including a multilateral development institution, as defined in Section 1701(c)(3) of the International Financial Institutions Act, 22 U.S.C. 262r(c)(3); or (3) Any parent, successor, subunit, direct or indirect subsidiary, or any entity under common ownership or control with, any entity described in paragraph (1) or (2). NJ Rev. 1.22.2024