

**NEW JERSEY SUSTAINABLE ENERGY JOINT MEETING**  
**CRITERIA FOR SUBMISSION OF QUALIFICATIONS FOR**  
**PROFESSIONAL AND OTHER CONTRACTS UNDER THE**  
**FAIR AND OPEN PROCESS**

NOTICE IS HEREBY GIVEN, for applicants in the position of NJSEM Attorney as included in a notice of publication authorized by the State Executive Committee of the New Jersey Sustainable Energy Joint Meeting by Motion of July 14, 2017, for submission of qualifications that shall take into consideration the following factors which will be weighed by the State Executive Committee of the NJSEM as the basis of an award for professional services most advantageous to the NJSEM:

- I. **SCOPE OF SERVICES.** The successful applicant will provide the NJSEM legal services related to, but not necessarily limited to:
  - a) To provide legal advice to the NJSEM's State Executive Committee.
  - b) To provide reports to the NJSEM's State Executive Committee on such matters and at such times as the NJSEM's State Executive Committee may direct.
  - c) Assist the Executive Director/Administrator and the Energy Consultant in the analysis of procurement of energy, with periodic reports to the NJSEM's State Executive Committee with such recommendations as may, in the opinion of the attorney, assist in the operation of the NJSEM.
  - d) Such other services as may be required by the NJSEM's State Executive Committee, Executive Director/Administrator, the NJSEM Bylaws, and/or the statutes or regulations pertaining to the NJSEM.
  
- II. **SUBMISSION REQUIREMENTS** All applicants for Attorney shall submit to the NJSEM the following:
  1. A resume;
  2. An ownership disclosure statement (attached hereto as Exhibit E);
  3. A copy of the applicant's New Jersey Business Registration Certificate;
  4. An Application Form (attached hereto as Exhibit B);
  5. Documentation that provides evidence of the following for evaluation by the NJSEM State Executive Committee:
    - a. Experience, qualifications and reputation in the field for the position sought.
    - b. Knowledge of the area of expertise for the position of NJSEM Attorney.
    - c. Experience and knowledge of the NJSEM.
    - d. Availability to accommodate any required meeting of the NJSEM.
    - e. Designated professional and support staff and location of firm's offices.
    - f. Identification of any existing or potential conflicts of interest, and disclose any representation of parties or other relationships that might be considered a conflict of interest with regard to this engagement, or the NJSEM.
    - g. References in general and in particular from entities where the professional or contractor has provided similar services as sought in the NJSEM, including contact names, titles, and phone numbers.

6. A Disclosure of Investment Activities in Iran Form (attached hereto as Exhibit F).
7. A Non-Collusion Affidavit (attached hereto as Exhibit G).

All information requested is mandatory. NJSEM reserves the right to waive any technical deficiencies.

III. STATUTORY COMPLIANCE. The successful applicant will be required to comply with requirements of *N.J.S.A. 10:5-31, et seq. (N.J.A.C. 17:27)* (Equal Employment Opportunity), and *N.J.S.A. 52:32-44, et seq.* (Business Registration). (Exhibits C & D).

In addition, the successful applicant's compliance with the New Jersey Pay to Play Law, *N.J.S.A. 19:44A-1 et seq.*, shall be a material term and condition of this RFQ and any contract awarded pursuant thereto and shall be binding upon NJSEM and any individual or entity entering into a contract with the NJSEM. Under the Pay to Play Law, successful applicant or any persons holding 10% or more of the issued and outstanding stock of the successful applicant business entity or entitled to receive the benefit of 10% or more of the revenues and/or profits of the successful applicant business entity shall not have made any reportable contributions pursuant to *N.J.S.A. 19:44A-1 et seq.* that would bar the award of a contract pursuant to this RFQ. This includes any reportable contribution to any official, candidate, joint candidates committee or political party representing elected officials or candidates as defined pursuant to *N.J.S.A. 19:44A-3(p), (q) and (r)* of any member local unit of the NJSEM.

IV. SELECTION PROCESS. The Management Committee shall serve as the "Evaluation Committee" for this RFQ. Selection of the NJSEM Attorney shall be solely on the NJSEM Evaluation Committee's evaluation of the submitted material in the criteria set forth in this document. The NJSEM reserves the right to negotiate the terms and conditions of a contract with the successful applicant to obtain the most advantageous situation for the NJSEM.

A. INTERVIEW. The NJSEM reserves the right, but is not obligated to, interview any or all of the applicants submitting a response to this RFQ. Although interviews may take place, the proposal should be comprehensive and complete on its face. The NJSEM reserves the right to request clarifying information subsequent to submission of the proposal.

B. SELECTION CRITERIA. All proposals will be reviewed to determine responsiveness. Non-responsive proposals will be rejected without evaluation. For applicants that satisfy the minimum requirements, the NJSEM will evaluate proposals based on the following evaluation criteria, separate or combined in some manner, and not necessarily listed in order of significance:

1. The applicant's general approach to providing the services required under this RFQ.

2. The applicant's documented experience in successfully completing contracts of a similar size and scope to the engagement addressed by this RFQ.
3. The qualifications and experience of the applicant's management, supervisory or other key personnel assigned to the engagement, with emphasis on documented experience in successfully completing work on contracts of similar size and scope to the services required by this RFQ.
4. The overall ability of the applicant to mobilize, undertake and successfully complete the engagement within the timeline. This criterion will include, but not be limited to, the following factors: the number and qualifications of management, supervisory and other staff proposed by the applicant to perform the services required by this RFQ; the availability and commitment to the engagement of the applicant's management, supervisory and other staff proposed; the applicant's contract management plan, including the applicant's contract organizational chart.

C. SELECTION AND CONTRACTING. The NJSEM will select the applicant deemed most advantageous to the NJSEM, based on numerous factors considered, as set forth herein. The contract between the NJSEM and the selected applicant(s) shall be comprised the contract attached as Exhibit A, this RFQ, any clarifications or addenda thereto, the selected applicant's proposal, and any changes negotiated by the parties.

V. SUBMISSION PROCEDURE DEADLINE. Submit all materials in a sealed envelope addressed to Jason Thorpe, Account Manager, C/O PERMA, 9 Campus Drive, Suite 216, Parsippany, NJ 07054, to be received on or before 10:00 a.m. on November 3, 2017.

Submit one (1) original paper copy, clearly marked as the "ORIGINAL". We will contact all responders after the deadline to request an electronic copy of the response, via email.

New Jersey Sustainable Energy Joint Meeting  
Attn: Jason Thorpe, Account Manager, C/O Perma  
9 Campus Drive, Suite 216  
Parsippany, NJ 07054  
**RFQ RESPONSE ENCLOSED**  
**NJSEM ATTORNEY**

Faxed or E-Mailed proposals will NOT be accepted.

**NEW JERSEY SUSTAINABLE ENERGY JOINT MEETING**

**Exhibit A**

**SERVICE AGREEMENT**

Between

**The New Jersey Sustainable Energy Joint Meeting** hereinafter the **NJSEM** and

\_\_\_\_\_ hereinafter the **SERVICE PROVIDER**

**NOW, THEREFORE, IT IS AGREED** by and between the **NJSEM** and the **SERVICE PROVIDER** as follows:

**APPOINTMENT:** The SERVICE PROVIDER is hereby appointed and retained as **General Counsel and NJSEM Attorney** for the NJSEM to provide the services detailed in the NJSEM's By-Laws and Joint Contract and as required by the State Executive Committee. The term of this appointment shall commence on January 1, 20xx and continue until December 31, 20xx (hereinafter **Contract Term**). This appointment was made in accordance with a fair and open process pursuant to N.J.S.A. 19:44A-20.4 et. seq.

**STATED OBJECTIVES:** To provide the NJSEM with legal representation and advice in the procurement of energy supplies for the NJSEM members and to provide the NJSEM with legal representation and advice any other legal matter affecting the NJSEM, when requested in writing by the NJSEM Executive Director.

**STANDARD PROVISIONS:** Unless otherwise modified in writing, the contract standard provisions adopted by the NJSEM and included in Exhibit A attached hereto shall apply to this agreement. The Standard Provisions are modified as follows:

**INSURANCE:** SERVICE PROVIDER shall provide, at its own cost and expense, proof of the following minimum insurance to the NJSEM: Professional Liability Insurance: \$1,000,000/\$1,000,000 aggregate. No other insurance is required.

**PAYMENT:** Payment shall be made in accordance with the requirements set forth herein under the heading "Compensation".

**SERVICE PROVIDER REPRESENTATIVES:** The SERVICE PROVIDER's designated representative(s) is \_\_\_\_\_

**NOTICE:** Notices under this Agreement shall be sent to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NJSEM  
c/o PERMA  
9 Campus Drive, Suite 216  
Parsippany, NJ 07054  
Attn: Executive Director

**SCOPE OF SERVICES:** During the Contract Term, the SERVICE PROVIDER will:

- (a) Perform all of the duties of General Counsel for the NJSEM as the same are set forth in the Bylaws, applicable statutes, regulations and policies adopted by the NJSEM State Executive Committee.
- (b) Provide legal advice to the NJSEM's State Executive Committee.
- (c) Provide reports to the NJSEM's State Executive Committee on such matters and at such times as the NJSEM's State Executive Committee may direct.
- (d) Assist the NJSEM's Executive Director and the Energy Consultant in the analysis of procurement of energy and contract negotiation/execution, with periodic reports to the NJSEM's State Executive Committee with such recommendations as may, in the opinion of the attorney, assist in the operation of the NJSEM.
- (e) Attend, through its designated representative, such meetings of the NJSEM's State Executive Committee as may be requested by the NJSEM State Executive Committee and NJSEM Executive Director.
- (f) Represent the NJSEM in claims and actions on behalf of, and in defense of, the NJSEM; and
- (g) To professionally perform such other services as may be required by the NJSEM's State Executive Committee, Executive Director, the NJSEM Bylaws, and/or the statutes or regulations pertaining to the NJSEM.

**COMPENSATION:** During the term of this Agreement, the NJSEM shall pay the SERVICE PROVIDER for general legal administration services for the calendar year based upon the current membership/population participating in the NJSEM, a monthly **NON-REFUNDABLE** retainer fee of \$\_\_\_\_\_ of the current add on fee of \$\_\_\_\_\_ which equates to \_\_\_\_\_% of the total commission dollars collected by NJSEM for Electric Service Supply and a fee of \$\_\_\_\_\_ of the current add on fee of \$\_\_\_\_\_ which equates to \_\_\_\_\_% of the total commission dollars collected by NJSEM for Natural Gas Supply of the revenues paid to the NJSEM as a result of energy procurement auctions or bids or sales ("NJSEM Revenues") not to exceed \$\_\_\_\_\_ total during the Contract Term ("**Retainer Fee**"). Because the exact amount legal services which will be provided to the NJSEM is unknown and an estimate the amount of time which will spend on in providing legal services cannot be ascertained, the non-refundable Retainer Fee is being provided in order to ensure that the SERVICE PROVIDER stands ready to provide representation and legal advice to the NJSEM at any time during the Contract Term.

At each regularly scheduled meeting of the NJSEM's Executive Committee following receipt of the NJSEM Revenues, the NJSEM's Executive Committee shall authorize disbursement of said monies in accordance with this Agreement. Payment of the non-refundable Retainer Fee shall be made by the NJSEM within 20 business days following the meeting of the NJSEM's Executive Committee in which disbursement of the NJSEM Revenues is authorized. This payment schedule is subject to the Rules and Regulations promulgated by the Department of Community Affairs and any other governing regulatory body.

In the event that this Agreement is terminated by either party pursuant to the Standard Provisions of this Agreement, the NJSEM shall have no further obligation to pay the SERVICE PROVIDER any portion of the non-refundable Retainer Fee for any month in the Contract Term in which the SERVICE PROVIDER is no longer obligated to stand ready to provide representation and legal advice. If the Agreement is terminated by either party pursuant to the Standard Provisions of this Agreement in the middle of any month, the SERVICE PROVIDER will refund the pro-rated portion of the non-refundable Retainer fee paid in said month representing the days in which the SERVICE PROVIDER is no longer obligated to stand ready to provide representation and legal advice for said month.

Furthermore, the SERVICE PROVIDER may petition the NJSEM's Executive Committee for additional compensation if the NJSEM experiences a significant growth in its membership during the term of this Agreement, which results in an increase in the services described in this Agreement.

**SPECIAL PROVISIONS RELATING TO COMPENSATION:** The compensation or service fee set forth in this Agreement includes the following special provisions:

(a) The non-refundable retainer fee above includes the following, at not additional cost:

- All administrative staff, including support staff, necessary to perform the duties required hereunder.
- Use of all physical equipment, and there shall be no further charges for rent, light, heat, office equipment or similar items.
- Use of in-house computer services and all software and hardware therefore. In-house computer services and all software and hardware provided by the SERVICE PROVIDER for the NJSEM's use are understood as being, and shall remain the property of the SERVICE PROVIDER. All data and records which pertain to the business and activities of the NJSEM shall, however, be the property of the NJSEM and upon the request of the NJSEM's Executive Committee, Executive Director, the SERVICE PROVIDER shall provide a complete and current copy of all such data and records to the NJSEM's Executive Committee, or Executive Director in either hard copy or on computer tape or disk, or both, as the NJSEM's Executive Committee or Executive Director may specify providing the SERVICE PROVIDER is able to comply with the type of copy request.

- Expenses reasonably incurred in representing the NJSEM's interests, including but not limited to photocopies, long distance telephone charges, telefax charges, court costs and other reasonable expenses necessarily incurred in representation of the NJSEM.
- (b) SERVICE PROVIDER shall take all reasonable steps necessary to safeguard data files, reports or other information from loss, destruction or erasure. Liability for cost or expense of replacing for damages resulting from the loss of such data shall be borne by the SERVICE PROVIDER unless, at the time of loss, said data was in the exclusive custody of the NJSEM.
- (c) The SERVICE PROVIDER acknowledges that the NSEM is relying upon the representations made by the SERVICE PROVIDER's skill and judgment in identifying the work which needs to be performed, and the manner and method in which it should be performed. If there are additional services which would normally be required to necessary to achieve the Stated Objectives, the SERVICE PROVIDER shall be obligated to provide them within the compensation stated in this Agreement, even though said services are not specifically referred to in this Agreement.

**SPECIAL PROVISIONS – PROFESSIONAL SERVICES CONTRACTS:** In addition to the services detailed in the NJSEM's Bylaws and applicable statutes, the following provisions shall apply to this professional services contract:

- (a) The SERVICE PROVIDER's work will be in accordance with the manner, method and techniques normally used by competent professional attorneys in performing the assigned services. All of the SERVICE PROVIDER's work under this Agreement will be in accordance with the standards of its profession and all work performed shall comply with all applicable New Jersey laws and regulations governing the provision of the services set forth in this Agreement.
- (b) The SERVICE PROVIDER represents and warrants that it is competent, knowledgeable and experienced in the type of work to be performed. The SERVICE PROVIDER further represents and warrants that it is familiar with practices in the profession regarding the type of work to be performed under this Agreement and with the laws and regulations which govern the same. The NJSEM has selected the SERVICE PROVIDER based upon the SERVICE PROVIDER's representation of its knowledge and expertise in the area.
- (c) This Agreement is awarded to the SERVICE PROVIDER pursuant to the professional services exception of the Local Public Contracts Law of the State of New Jersey and is subject to compliance with the specific provisions of N.J.S.A. 40A:11-5(a) pertaining to professional service contracts.. The SERVICE PROVIDER will remain, throughout the term of this Agreement authorized to do business in the State of New Jersey. The SERVICE PROVIDER understands that it is unlawful for the NJSEM to make payment for services to any entity, in it is not authorized to do business in the State of New Jersey. A copy of the SERVICE PROVIDER's Business Registration Certificate is attached hereto as Exhibit B.

(d) Throughout the term of this Agreement, the SERVICE PROVIDER shall maintain all professional licenses required of the SERVICE PROVIDER to render services in the State of New Jersey. A copy of the applicable professional license is attached hereto as Exhibit C.

**IN WITNESS WHEREOF**, this Agreement has been executed on this \_\_\_\_\_ day of \_\_\_\_\_, 20xx for the purposes and the term specified herein.

NJSEM

SERVICE PROVIDER.

\_\_\_\_\_

\_\_\_\_\_

Attest:

\_\_\_\_\_



## Exhibit 'a' of the sample contract

### STANDARD PROVISIONS Adopted by the NJSEM on April 1, 2010 Revised by the NJSEM on May 19, 2015

Unless otherwise provided, the following provisions shall apply to the SERVICE AGREEMENT between the SERVICE PROVIDER and the NJSEM.

**INDEMNIFICATION AND HOLD HARMLESS:** SERVICE PROVIDER shall indemnify, defend and hold the NJSEM, its Commissioners, appointed officials and member municipalities harmless from any and all claims or liabilities arising out of the activities of the SERVICE PROVIDER, its employees and agents in connection with all activities undertaken by the SERVICE PROVIDER, pursuant to this Agreement. It is the intention of the parties that any claim for relief of any type being asserted against the NJSEM, its Commissioners, appointed officials and member municipalities, based upon any act or omission of the SERVICE PROVIDER, its affiliates and successors, shall be the responsibility of the SERVICE PROVIDER, and the SERVICE PROVIDER shall hold the NJSEM harmless from same.

**INSURANCE:** SERVICE PROVIDER shall provide, at its own cost and expense, proof of the following minimum insurance to the NJSEM:

Workers' Compensation: Statutory plus \$100,000/\$500,000/\$100,000 for employers' liability:

General Liability: \$1,000,000/\$2,000,000 CSL for bodily injury, property damage, and personal injury:

Automobile Liability: \$1,000,000 CSL covering all owned/non-owned, and hired automobiles:

Professional Liability Insurance: \$1,000,000/\$1,000,000 aggregate:

Bond: If required by the by-laws or pursuant to NJAC 11:15-2 et seq., The SERVICE PROVIDER shall be bonded in a form and amount acceptable to the NJSEM's governing body

Failure by the SERVICE PROVIDER to supply written evidence of these coverages shall result in default. It is required that, wherever possible, the NJSEM be named as an "additional named insured" on any certificate of insurance. The insurance companies for the above coverages must be licensed, solvent and acceptable to the NJSEM. SERVICE PROVIDER shall not take any action to cancel or materially change any of the above insurance required under this Agreement without NJSEM approval. Maintenance of insurance under this section shall not

relieve SERVICE PROVIDER of any liability greater than the insurance coverage.

**POLITICAL CONTRIBUTIONS:** Compliance with the New Jersey Campaign Contributions and Expenditures Reporting Act, N.J.S.A. 19:44A-1 et seq. shall be a material term and condition of this Agreement and shall be binding upon the parties hereto upon execution of this Agreement. The following provision only applies to the SERVICE PROVIDER if the appointment was not made pursuant to a fair and open process in accordance with N.J.S.A. 19:44A-20.4 et seq. By acceptance of this Agreement, the SERVICE PROVIDER certifies that in the one year period preceding the date that this Agreement is legally authorized that neither the SERVICE PROVIDER business entity nor any persons holding 10% or more of the issued and outstanding stock of the SERVICE PROVIDER business entity or entitled to receive the benefit of 10% or more of the revenues and/or profits of the SERVICE PROVIDER business entity have made any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c.19 would bar the award of this Agreement. This includes any reportable contribution to any official, candidate, joint candidates committee or political party representing elected officials or candidates as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r) of any member local unit of the NJSEM. Further, the SERVICE PROVIDER and all persons holding 10% or more of the issued and outstanding stock of the SERVICE PROVIDER business entity or entitled to receive the benefit of 10% or more of the revenues and/or profits of the SERVICE PROVIDER business entity shall not make such contributions during the period of this Agreement. It shall be a breach of this contract for the SERVICE PROVIDER business entity nor any persons holding 10% or more of the issued and outstanding stock of the SERVICE PROVIDER business entity or entitled to receive the benefit of 10% or more of the revenues and/or profits of the SERVICE PROVIDER business entity to engage in any of the prohibited acts set forth in N.J.S.A. 19:44A-20.21 and NJSEM shall be entitled to immediately terminate the Agreement without notice.

**AGREEMENT TERMINATION:** The NJSEM may terminate this Agreement, at any time during the term thereof by the giving of ninety (90) days written notice, setting forth the cause or causes for termination to the SERVICE PROVIDER. The SERVICE PROVIDER shall have the opportunity for a hearing before the NJSEM's State Executive Committee. The NJSEM's State Executive Committee shall

determine whether the reasons for the termination can be amicably and reasonably resolved or whether, in its sole determination, the Agreement shall be terminated. The SERVICE PROVIDER may terminate this Agreement, at any time during the term thereof, by the giving of ninety (90) days written notice.

**OWNERSHIP OF RECORDS:** All records and data of any kind relating to the NJSEM shall belong to the NJSEM, and shall be surrendered to the NJSEM upon expiration or termination of this Agreement. At all times during the term of this Agreement and for a period of five (5) years, from the NJSEM, its appointed officials and other designated representatives, as authorized by the NJSEM, shall have access to records and files maintained by the SERVICE PROVIDER for the NJSEM during normal business hours. Furthermore, such records, books, and files relating to the operation and business of the NJSEM are the property of the NJSEM, regardless of site stored. Information released to the SERVICE PROVIDER by the NJSEM for the purpose of performing the services as outlined herein shall be used only in connection with the performance of said duties. In addition, Records must be made available to the state office of comptroller and any auditor of the NJSEM upon request.

**PAYMENT:** Payment shall be made in monthly installments (unless otherwise specified), provided the SERVICE PROVIDER submits a duly authorized voucher at least 10 days prior to the next regularly scheduled meeting of the NJSEM's governing body. Final Payment will be withheld until the vendor's continued service is determined. If the vendor's Agreement will not be renewed or is terminated – final payment will not be made until all provisions of the Agreement have been satisfied.

This payment schedule is subject to any rules and regulations promulgated by the Department of Banking & Insurance and the Department of Community Affairs.

**SPECIAL PROVISIONS RELATING TO COMPENSATION.** The compensation or service fee set forth in this Agreement includes:

All administrative staff, including support staff, necessary to perform the work required of the SERVICE PROVIDER.

Use of all physical equipment, and there shall be no further charges for rent, light, heat, office equipment or similar items.

In-house computer services including all software and hardware provided by the SERVICE PROVIDER for the NJSEM's use, it being understood that the software and hardware is and shall remain the property of the SERVICE PROVIDER. All data and records which pertain to the business and activities of the NJSEM shall be the property of the NJSEM and upon the request of the NJSEM's Executive Committee or Executive Director/Administrator the SERVICE PROVIDER shall provide a complete and current copy of all such data and records to the NJSEM's Executive Committee or Executive Director/Administrator in either hard copy or on computer tape or disk or both as the NJSEM's Executive Committee or Executive Director/Administrator

may specify providing the SERVICE PROVIDER is able to comply with the type of copy request.

Furthermore, the SERVICE PROVIDER shall take all reasonable steps necessary to safeguard data files, reports or other information from loss, destruction or erasure. Liability for cost or expense of replacing for damages resulting from the loss of such data shall be borne by the SERVICE PROVIDER unless at the time of loss, said data was in the exclusive custody of the NJSEM.

**INDEPENDENT CONTRACTOR STATUS:** The SERVICE PROVIDER at all times shall be an independent Contractor, and employees of SERVICE PROVIDER shall in no event be considered employees of the NJSEM. No agency relationship between the parties, except as expressly provided for herein, shall exist either as a result of the execution of this Agreement or performance there under.

**ENTIRE AGREEMENT:** This instrument contains the entire Agreement of the parties hereto and may not be amended, modified, released or discharged, in whole or in part, except by an instrument in writing signed by the parties hereto.

**NEW JERSEY LAW:** This Agreement shall be governed by, and construed in accordance with, the laws of the State of New Jersey.

**BINDING ON SUCCESSORS AND ASSIGNS:** Except as otherwise provided herein, all terms, provisions and conditions of this Agreement shall be binding on and inure to the benefit of the parties hereto, their respective personal representatives, successors and assigns.

**NO ASSIGNMENT:** The SERVICE PROVIDER shall not assign This Agreement without the specific written consent of the NJSEM.

**MODIFICATION:** No modification of this Agreement shall be valid or binding unless the modification shall be in writing and executed by the NJSEM and the SERVICE PROVIDER.

**NO WAIVER:** No waiver of any term, provision or condition contained in this Agreement, nor any breach of any such term, provision or condition shall constitute a waiver of any subsequent breach of any such term, provision or condition by either party, or justify or authorize the non-observance on any other occasion of the same or any other term, provision or condition of this Agreement by either party.

**PARTIAL INVALIDITY:** If any term, provision or condition contained in this Agreement, or the application thereof to any person or circumstances shall, at any time, or to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which this Agreement is invalid or unenforceable, shall not be affected thereby, and each term, provision or condition contained in this Agreement shall be valid and enforced to the fullest extent permitted by the law provided, however,

that no such invalidity shall in any way reduce services to be performed by the SERVICE PROVIDER to the NJSEM.

**CAPTIONS:** The captions or paragraph headings contained in this Agreement are solely for purpose of convenience and shall not be deemed part of this Agreement for the purpose of construing the meaning thereof or for any other purpose.

**CONFLICT of INTEREST:** This Agreement may be voided by the NJSEM Commissioners if the SERVICE PROVIDER fails to disclose an actual or potential conflict of interest as defined in the NJSEM's Bylaws, or in N.J.S.A. 40A:9-22.1 et. Seq. (the "Local Government Ethics Laws").

**PROPRIETARY INFORMATION:** The SERVICE PROVIDER shall not reveal to any third party any information that the NJSEM has defined as proprietary without the express written consent of the NJSEM. In addition, the SERVICE PROVIDER shall promptly advise the NJSEM upon being interviewed or retained by a prospective new client operating in the field of energy generation services for public entities or public agencies in the State of New Jersey. Failure to comply with these requirements shall represent cause for termination of this agreement, in accordance with THE TERMINATION CLAUSE of this agreement.

**COMPLIANCE WITH LAWS:** The SERVICE PROVIDER agrees to comply with all laws and regulations applicable to the performance of the work authorized in this Agreement.**ELECTRONIC MAIL:** The SERVICE PROVIDER agrees that it shall maintain and utilize the electronic mail systems in order to communicate with other service providers of the NJSEM and to meet reporting requirements of the NJSEM Executive Director/Administrator's office. The SERVICE PROVIDER agrees that all financial and agenda reports shall be submitted in electronic formats established by the NJSEM State Executive Committee via electronic mail. The SERVICE PROVIDER further agrees that all personnel working under this Agreement shall direct access to the SERVICE PROVIDER's electronic mail system and shall have individual electronic mail addresses.

**AFFIRMATIVE ACTION:** During the performance of this Agreement, the SERVICE PROVIDER agrees as follows:

The SERVICE PROVIDER, 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 SERVICE PROVIDER will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such action shall include, but not 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 SERVICE PROVIDER 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 SERVICE PROVIDER, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the SERVICE PROVIDER, 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 SERVICE PROVIDER, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other Agreement or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the SERVICE PROVIDER'S commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

The SERVICE PROVIDER agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, 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 SERVICE PROVIDER agrees to revise any of its testing procedures, if necessary, to assure that all personal testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the applicable employment goals, the SERVICE PROVIDER agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, 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 SERVICE PROVIDER shall submit to the NJSEM, after notification of award but prior to execution of a goods and services Agreement, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval  
Certificate of Employee Information Report  
Employee Information Report Form AA302

The SERVICE PROVIDER shall furnish such reports or other documents to the Division of Agreement Compliance & EEO as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Agreement Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C.17:27.

**Exhibit B**

**APPLICATION FORM**

(Print or Type)

Name and Address of Applicant

In connection with the above-named company, I herewith make representations and supply information about myself as hereinafter set forth. (Attach addendum or separate sheet if space hereon is insufficient to answer any question fully.) IF ANSWER IS "NONE" or "NO EXCEPTION", SO STATE.

1. Affiant's Full Name: \_\_\_\_\_

2. Other Names Used at any Time: \_\_\_\_\_

3. If Individual - Date of Birth: \_\_\_\_\_ Place of Birth: \_\_\_\_\_

4. If Entity – Date of Formation: \_\_\_\_\_ State of Incorporation: \_\_\_\_\_

5. Social Security Number or Tax Identification Number: \_\_\_\_\_

6. For the last 10 years, I have lived at (or if an entity – maintained an office at) the following address or addresses:

ADDRESS	CITY	DATES
_____		
_____		
_____		
_____		

6. Schooling (if an entity – list for each employee who will be performing services):  
College: \_\_\_\_\_  
Graduate: \_\_\_\_\_  
or Professional: \_\_\_\_\_  
Degree (List): \_\_\_\_\_

(ATTACH LIST OF ALL EDUCATIONAL INSTITUTIONS AND LOCATION-CITY AND STATE)

7. Member Of Professional Societies Or Associations (List):  
\_\_\_\_\_  
\_\_\_\_\_

8. I presently hold or have held, in the past, the following professional, occupational, and vocational licenses issued by public or governmental licensing agencies or authorities (state date license issued, issuer of license, date terminated, reason for termination):

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---

9. Present Chief Occupation:

Position or Title: \_\_\_\_\_

Employer's Name: \_\_\_\_\_

Address: \_\_\_\_\_

---

How long in this position? \_\_\_\_\_

How long with this employer? \_\_\_\_\_ Where? \_\_\_\_\_

10. Other jobs, positions, directorates or officerships concurrently held at present.

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11. Complete Employment Record for Past 20 Years (for all employees performing services):

DATES	EMPLOYER AND ADDRESS	TITLE
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12. I control directly or indirectly or own legally or beneficially 10% or more of the outstanding capital stock (in voting power) of the following companies:

---

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12a. If any of the above stock is pledged or hypothecated in any way, please detail fully:

---

---

13. I have never been adjudicated as bankrupt, except as follows:  
\_\_\_\_\_
14. I have never been convicted or had a sentence imposed or suspended, or had pronouncement of a sentence suspended, or been pardoned for conviction of, or pleaded guilty of an nolo contendere to an information an indictment charging a felony for embezzlement, theft or larceny, mail fraud, or violating any corporate securities statute or any insurance law, nor have I been the subject of a cease and desist order or consent order of any federal or state regulatory agency, except as follows: \_\_\_\_\_  
\_\_\_\_\_
15. During the last 10 years, I have neither been refused a professional, occupational vocational license by any public or governmental licensing agency or regulatory authority, nor has such a license held by me ever been suspended or revoked, except as follows: \_\_\_\_\_  
\_\_\_\_\_
16. I have never been an officer, director, key employee or controlling stockholder of a company which, while I occupied any such position or capacity with respect to it, became insolvent or was enjoined from or ordered to cease and desist from violating any law, except as follows: \_\_\_\_\_  
\_\_\_\_\_
17. Neither I nor any company of which I was an officer, director or key management person at the time has ever been subject to any civil action alleging fraud, negligence or violation of any applicable racketeering statutes (state or federal), except as follows:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
18. I am not and none of the employees, officers or directors of: \_\_\_\_\_ (name of company) is an employee, officer or director of any other administrator, program manager, servicing organization or insurance producer of the NJSEM, nor do I or any of the employees, officers or directors of \_\_\_\_\_ (name of company) have a direct or indirect financial interest in any other administrator, program manager, servicing organization or insurance producer of the NJSEM, except as follows:  
\_\_\_\_\_  
\_\_\_\_\_

18a. Any direct or indirect financial interest or any position held as employee, officer or director in any other administrator, program manager, servicing organization, or insurance producer of the NJSEM, as described above, has been disclosed to the NJSEM commissioners or executive committee, as applicable. (Yes/No)

\_\_\_\_\_

19. Identify all professional licenses (including license numbers) held by the Applicant and any employees who will be performing services to the NJSEM: \_\_\_\_\_

\_\_\_\_\_

Dated and signed this \_\_\_\_ day of \_\_\_\_\_ at \_\_\_\_\_.  
I hereby certify under penalty of perjury that the foregoing statements are true and correct to the best of my knowledge and belief and further, by the affixation of my signature hereon, I hereby give my certified consent to the NJSEM to verify the representations and information supplied in response to all questions on this Application Form, with any Federal, State, municipal or other agency which may have knowledge and/or information thereon.

\_\_\_\_\_  
(Signature of Affiant)

State of \_\_\_\_\_

County of \_\_\_\_\_

Personally appeared before me the above named \_\_\_\_\_ personally known to me, who, being duly sworn, deposes and says that affiant executed the above instrument and that the statements and answers contained therein are true and correct to the best of affiant's knowledge and belief.

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_ .

\_\_\_\_\_  
Notary Public

My Commission Expires \_\_\_\_\_

(SEAL)



**APPLICATION FORM SUMMARY**

**YEAR** \_\_\_\_\_

Firm Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone No. \_\_\_\_\_ Fax. No. \_\_\_\_\_

1.) List all parties having or deriving any interest, right or benefit in the firm.

<u>Name</u>	<u>Address</u>	<u>Interest</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

2.) List all senior officers and directors who will be servicing the NJSEM, along with a description of professional qualifications.

<u>Name</u>	<u>Title</u>	<u>Qualifications</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

I hereby certify that the information on this disclosure is accurate and complete, and that I am an officer of the firm and am duly authorized to supply this information on behalf of the firm.

Signature: \_\_\_\_\_ Print: \_\_\_\_\_

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

## Exhibit C


### **“New Jersey Business Registration Requirements”**


The contractor shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the contractor.

Before final payment on the contract is made by the contracting agency, the contractor shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

For the term of the contract, the contractor and each of its affiliates and a subcontractor and each of its affiliates [N.J.S.A. 52:32-44(g)(3)] shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L.2001, c.134 (C.52:32-44 et al.) or subsection e. or f. of section 92 of P.L.1977, c.110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.”

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS		DEPARTMENT OF TREASURY DIVISION OF REVENUE PO BOX 252 TRENTON, N.J. 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		
FORM-BRC(08-01)		
 Act. Director		
This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.		

 STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE	
<b>Taxpayer Name:</b>	TAX REG TEST ACCOUNT
<b>Trade Name:</b>	
<b>Address:</b>	847 ROEBLING AVE TRENTON, NJ 08611
<b>Certificate Number:</b>	1093907
<b>Date of Issuance:</b>	October 14, 2004
<b>For Office Use Only:</b>	
20041014112823533	

**Exhibit D**

**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE  
(N.J.S.A. 10:5-31, et seq., N.J.A.C. 17:27)**

**GOODS, PROFESSIONAL SERVICES AND  
GENERAL SERVICE CONTRACTS**

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

a. 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 all 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.

b. 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.

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

d. 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.

e. The contractor or subcontractor agrees to make good faith efforts to afford equal employment opportunities to minority and women workers consistent with good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2, or

good faith efforts to meet targeted County employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

f. The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, 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.

g. 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.

h. 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, 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.

i. 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

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

NAME OF VENDOR: \_\_\_\_\_

SIGNED BY: \_\_\_\_\_

## **AMERICANS WITH DISABILITIES ACT**

### **EQUAL OPPORTUNITY FOR INDIVIDUALS WITH DISABILITIES**

The Contractor and the Owner do hereby agree that the provisions of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. §12101, *et seq.*), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, 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 the 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 actions available to it under any other provisions of this Agreement or otherwise at law.

NAME OF VENDOR: \_\_\_\_\_

SIGNED BY: \_\_\_\_\_

**EQUAL EMPLOYMENT OPPORTUNITY**  
**QUESTIONNAIRE ON**  
**PROCUREMENT AND SERVICE CONTRACT**

**(THIS FORM IS NOT NECESSARY FOR A CONSTRUCTION CONTRACT)**

**YES OR NO**

1. Our Company has a current federal affirmative action plan approval.  
If yes, please submit a copy of said approval. \_\_\_\_\_
2. Our Company has a New Jersey State Certificate of Employee Information  
Report. If yes, please include copy. \_\_\_\_\_
3. We do not have a current Federal Plan Approval or State Certificate.  
If we are awarded a contract, please send us Form AA-302  
(Employee Information Report) for completion. \_\_\_\_\_

**PLEASE NOTE:**

One of the above **MUST** be submitted **IF YOU ARE THE SUCCESSFUL  
BIDDER AND RECEIVE THE AWARD. THIS IS REGARDLESS OF THE  
NUMBER OF EMPLOYEES YOU HAVE.**

**NAME:** \_\_\_\_\_

**SIGNATURE:** X \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_



**Exhibit E**

**STATEMENT OF OWNERSHIP**

(N.J.S.A. 52:25-24.2)

**PAGE \_\_\_ OF \_\_\_**

The BIDDER/APPLICANT is (check one):

- Individual       Partnership       P.A.     P.C.     L.L.C.     L.L.P.  
 Corporation     Joint Venture     Other (specify): \_\_\_\_\_

I certify that:

No individual person or entity owns a 10% or greater interest in the Bidder/Applicant.

**OR**

The names and addresses of all persons and entities who own a 10% or greater interest in the Bidder/Applicant or any listed entities are as follows:

NAMES:	ADDRESSES:
1. _____	_____
2. _____	_____
3. _____	_____

Check here if additional sheets are attached.

Check here to certify that no person or entity, **except for those already listed above or on any attached sheets**, owns a 10% or greater interest in the bidder/Applicant or any listed entities.

NAME OF BIDDER/APPLICANT: \_\_\_\_\_

SIGNED BY:                    X \_\_\_\_\_

PRINT NAME & TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**NOTE:** If an entity owns a 10% or greater interest in the Bidder/Applicant, list all owners of 10% or greater interest for each such entity. **Repeat the process of disclosure** on the additional sheet(s) provided as necessary for each tier or level of ownership until the name and address of each individual person who owns a 10% or greater interest in each listed entity has been disclosed.

**ADDITIONAL SHEETS FOR STATEMENT OF OWNERSHIP**

**PAGE \_\_\_ OF \_\_\_**

\_\_\_\_\_ own a 10% or greater interest in \_\_\_\_\_ and is (check one):

- Individual     Partnership     P.A.     P.C.     L.L.C.  
 L.L.P.     Corporation     Joint Venture     Other (specify):

I certify that:

No individual person or entity owns a 10% or greater interest in the \_\_\_\_\_.

**OR**

The names and addresses of all persons and entities who own a 10% or greater interest in the \_\_\_\_\_ or any listed entities are as follows:

	NAMES:	ADDRESSES:
1.	_____	_____
2.	_____	_____
3.	_____	_____

Check here if additional sheets are attached.

Check here to certify that no person or entity, **except for those already listed above or on any attached sheets**, owns a 10% or greater interest in \_\_\_\_\_ or any listed entities.

NAME OF BIDDER/APPLICANT: \_\_\_\_\_

SIGNED BY: X \_\_\_\_\_

PRINT NAME & TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**NOTE :** If an entity owns a 10% or greater interest in the Bidder/Applicant, list all owners of 10% or greater interest for each such entity. Repeat the process of disclosure as necessary for each tier or level of ownership until the name and address of each individual person who owns a 10% or greater interest in each listed entity has been disclosed.

## **Exhibit F**

### **DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

#### **PART 1: CERTIFICATION AS TO INVESTMENT ACTIVITIES IN IRAN.**

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that the person or entity, or one of the person or entity's parents, subsidiaries, or affiliates, is not identified on a list created and maintained by the Department of the Treasury as a person or entity engaging in investment activities in Iran. If the NJSEM finds a person or entity to be in violation of the principles which are the subject of this law, it shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the person or entity.

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

- is not providing goods or services of \$20,000,000 or more in the energy sector of Iran, including a person or entity that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran, **AND**
- is not a financial institution that extends \$20,000,000 or more in credit to another person or entity, for 45 days or more, if that person or entity will use the credit to provide goods or services in the energy sector in Iran.

In the event that a person or entity is unable to make the above certification because it or one of its parents, subsidiaries, or affiliates has engaged in the above-referenced activities, a detailed, accurate and precise description of the activities must be provided in part 2 below to the NJSEM under penalty of perjury. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

---

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

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

**PLEASE PROVIDE THOROUGH ANSWERS  
TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES,**

PLEASE ADD ADDITIONAL COPIES OF THIS FORM.

Name: \_\_\_\_\_ Relationship to Bidder/Offeror: \_\_\_\_\_

Description of Activities: \_\_\_\_\_

\_\_\_\_\_

Duration of Engagement: \_\_\_\_\_ Anticipated Cessation Date: \_\_\_\_\_

Bidder/Offeror Contact Name: \_\_\_\_\_ Contact Phone Number: \_\_\_\_\_

**Certification:**

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

**Full Name (Print):** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Title:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Exhibit G**

**NON-COLLUSION AFFIDAVIT**

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

STATE OF \_\_\_\_\_ )

ss:

COUNTY OF \_\_\_\_\_ )

Re: Request for Qualifications for the NJSEM, dated \_\_\_\_\_

I, \_\_\_\_\_ (name)  
of full age, being duly sworn according to law, on my oath depose and say:

I am the \_\_\_\_\_ (title)

of \_\_\_\_\_ (name of vendor),  
the vendor for the above named project, and that I executed the within Application with full authority so to do; that the vendor has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, fair and open contracting in connection with the above named project; and that all statements contained in this Application, the qualifications submitted and in this affidavit are true and correct, and made with full knowledge that the NJSEM relies upon the truth of the statements contained in therein and in the statements contained in this affidavit in awarding a contract for the project.

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

**Signed: X** \_\_\_\_\_

Subscribed and sworn to  
before me this \_\_\_\_\_ day  
of \_\_\_\_\_.

\_\_\_\_\_  
**Notary Public of**

**My commission expires \_\_\_\_\_, 20\_\_\_\_.**

**Exhibit H**

NEW JERSEY SUSTAINABLE ENERGY JOINT MEETING					
QUALIFICATIONS EVALUATION CRITERIA					
	CRITERIA		WEIGHT	ELIGIBLE POINTS	TOTAL POSSIBLE SCORE
1	The vendor's general approach to providing the services required under this RFQ)		25	1, 3 or 5	125
2	The vendor's documented experience in successfully completing contracts of a similar size and scope		25	1, 3 or 5	125
3	The qualifications and experience of the vendor's management		15	1, 3 or 5	75
4	Supervisory or other key personnel assigned to the engagement		10	1, 3 or 5	50
5	The overall ability of the vendor to mobilize, undertake and successfully complete the engagement within the timeline		5	1, 3 or 5	25
6	The availability and commitment of management, supervisory & other staff proposed.		12	1, 3 or 5	60
7	The vendor's contract management plan, including the vendor's contract organizational chart		4	1, 3 or 5	20
8	The vendor's ability to match the SEM's existing reporting capabilities, at minimum		4	1, 3 or 5	20
	<b>TOTAL SCORE</b>		100		500
	<b>RANK</b>				