

NOTE: The East Brunswick Sewerage Authority will consider proposals only from firms or organizations that have demonstrated the capability and willingness to provide high quality services in the manner described in this Request for Qualifications.

REQUEST FOR QUALIFICATIONS
FOR THE PROVISION OF LEGAL SERVICES -
SEWERAGE AUTHORITY SOLICITOR

ISSUE DATE: JANUARY 6, 2010

DUE DATE: FEBRUARY 10, 2010 TIME: 4:00 PM

Issued by:

East Brunswick Sewerage Authority
25 Harts Lane, P.O. Box 1065
East Brunswick, NJ 08816
Tel. (732) 257-8313
Fax. (732) 257-0605
www.eastbrunswick.org/municipal/sewage_authority.asp

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GLOSSARY

The following definitions shall apply to and are used in this Request for Qualifications:

"Authority" - refers to the East Brunswick Sewerage Authority.

"Qualification Statement" - refers to the complete responses to this RFQ submitted by the Respondents.

"Qualified Respondent" - refers to those Respondents who (in the sole judgment of the Authority) have satisfied the qualification criteria set forth in this RFQ.

"RFQ" - refers to this Request for Qualifications, including any amendments thereof or supplements thereto.

"Respondent" or "Respondents" - refers to the interested firm(s) that submit a Qualification Statement.

SECTION 1 INTRODUCTION AND GENERAL INFORMATION

1.1. **Introduction and Purpose.**

The Authority is soliciting **sealed** Qualification Statements from interested persons and/or firms for the provision of professional services, as more particularly described herein. Through a Request for Qualification process described herein, persons and/or firms interested in assisting the Authority with the provision of such services must prepare and submit a **sealed** Qualification Statement in accordance with the procedure and schedule in this RFQ. The Authority will review Qualification Statements only from those firms that submit a **sealed** Qualification Statement which includes all the information required to be included as described herein. The Authority intends to qualify person(s) and/or firm(s) that, in its sole judgment, (a) possess the professional, financial and administrative capabilities to provide the proposed services, and (b) the terms and conditions determined by the Authority to provide the greatest benefit to the rate payers of East Brunswick, as per Appendix C.

1.2. **Procurement Process and Schedule.**

The selection of Qualified Respondents is not subject to the provisions of the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq. The selection is subject to the "New Jersey Local Unit Pay-to-Play" Law, N.J.S.A. 19:44A-20.4 et seq., however. The Authority has structured a procurement process that seeks to obtain the desired results described above, while establishing a competitive process to assure that each person and/or firm is provided an equal opportunity to submit a **sealed** Qualification Statement in response to the RFQ. **Sealed** Qualification Statements will be evaluated in accordance with the criteria set forth in Section 2 of this RFQ, which will be applied in the same manner to each Qualification Statement received.

Sealed Qualification Statements will be reviewed and evaluated by the Authority and its legal and/or financial advisors (collectively, the "Review Team"). The Qualification Statements will be reviewed to determine if the Respondent has met the minimum professional, administrative and financial areas described in this RFQ. Under no circumstances will a member of the review team review responses to an RFQ for a job which they or their firm submitted a response. Based upon the totality of the information contained in the Qualification Statement, including information about the reputation and experience of each Respondent, the Authority will, in its sole judgment, determine which Respondents are qualified (from professional, administrative and financial standpoints). Each Respondent that meets the requirements of the RFQ (in the sole judgment of the Authority) will be designated as a Qualified Respondent and will be considered in the selection process determined by the Authority.

The RFQ process commences with the issuance of this RFQ. The steps involved in the process and the anticipated completion dates are set forth in Table 1, Procurement Schedule. The Authority reserves the right to, among other things, amend, modify or alter the Procurement Schedule upon notice to all potential Respondents.

All communications concerning this RFQ or the RFQ process shall be directed to the Authority's Designated Contact Person, in writing.

Designated Contact Person:

**Mr. Gary Marshall, Executive Director
East Brunswick Sewerage Authority
25 Harts Lane, P.O. Box 1065
East Brunswick, NJ 08816**

Sealed Qualification Statements must be submitted to, and be received by, the Authority, via mail or hand delivery, by 4:00 p.m. Prevailing Time on February 10, 2010. Qualification Statements will not be accepted by facsimile transmission or email.

Subsequent to issuance of this RFQ, the Authority may modify, supplement or amend the provisions of this RFQ in order to respond to inquiries received from prospective Respondents or as otherwise deemed necessary or appropriate by and in the sole judgment of the Authority. **The Authority will post addenda of this RFQ on the Authority's website. The Authority will not send direct notices to Respondents. All Respondents are advised to visit the Authority's website on a daily basis to check for any addenda posted by the Authority in connection with this RFQ.**

TABLE 1		
ANTICIPATED PROCUREMENT SCHEDULE		
	ACTIVITY	DATE
1.	Issuance of Request for <u>Sealed</u> Qualifications	January 6, 2010
2.	Receipt of <u>Sealed</u> Qualification Statements	February 10, 2010
3.	Opening of <u>Sealed</u> Qualification Statements	February 11, 2010

Section 1.3. Conditions Applicable to RFQ.

Upon submission of a Qualification Statement in response to this RFQ, the Respondent acknowledges and consents to the following conditions relative to the submission and review and consideration of its Qualification Statement:

- This document is an RFQ and does not constitute an RFP.
- This RFQ does not commit the Authority to issue an RFP.
- All costs incurred by the Respondent in connection with responding to this RFQ shall be borne solely by the Respondent.
- The Authority reserves the right in its sole judgment to reject for any reason any and all responses and components thereof and to eliminate any and all Respondents responding to this RFQ from further consideration for this procurement.
- The Authority reserves the right in its sole judgment to reject any Respondent that submits incomplete responses to this RFQ, or a Qualification Statement that is not responsive to the requirements of this RFQ.
- The Authority reserves the right, without prior notice, to supplement, amend, or otherwise modify this RFQ, or otherwise request additional information.
- All Qualification Statements shall become the property of the Authority and will not be returned.
- All Qualification Statements will be made available to the public at the appropriate time, as determined by the Authority in the exercise of its sole discretion in accordance with law.
- The Authority may request Respondents to send representatives to the Authority for interviews.
- Any and all Qualification Statements not received by the Authority by 4:00 p.m. Prevailing Time on February 10, 2010 will be rejected.

- Neither the Authority, nor their respective staffs, consultants or advisors (including but not limited to the Review Team) shall be liable for any claims or damages resulting from the solicitation or preparation of the Qualification Statement, nor will there be any reimbursement to Respondents for the cost of preparing and submitting a Qualification Statement or for participating in this procurement process.

Section 1.4. Rights of Authority.

The Authority, through its Review Team, reserves, holds and may exercise, at its sole discretion, the following rights and options with regard to this RFQ and the procurement process in accordance with the provisions of applicable law:

- To determine that any Qualification Statement received complies or fails to comply with the terms of this RFQ.
- To supplement, amend or otherwise modify the RFQ through issuance of addenda which shall be posted on the Authority's website.
- To waive any technical non-conformance with the terms of this RFQ.
- To change or alter the schedule for any events called for in this RFQ upon the issuance of notice which shall be posted on the Authority's website.
- To conduct investigations of any or all of the Respondents, as the Authority deems necessary or convenient, to clarify the information provided as part of the Qualification Statement and to request additional information to support the information included in any Qualification Statement.
- To suspend or terminate the procurement process described in this RFQ at any time (in its sole discretion.) If terminated, the Authority may determine to commence a new procurement process or exercise any other rights provided under applicable law without any obligation to the Respondents.

The Authority shall be under no obligation to complete all or any portion of the procurement process described in this RFQ.

1.5 Addenda or Amendments to RFQ.

During the period provided for the preparation of responses to the RFQ, the Authority may issue addenda, amendments or answers to written inquiries. Those addenda will be noticed on the official Authority website by the Authority and will constitute a part of the RFQ. All responses to the RFQ shall be prepared with full consideration of the addenda issued prior to the proposal submission date.

1.6 Cost of Proposal Preparation.

Each proposal and all information required to be submitted pursuant to the RFQ shall be prepared at the sole cost and expense of the respondent. There shall be no claims whatsoever against the Authority, its staff or consultants for reimbursement for the payment of costs or expenses incurred in the preparation of the Qualification Statement or other information required by the RFQ.

1.7 Proposal Format.

Responses should cover all information requested in the Questions to be answered in this RFQ.

Responses which in the judgment of the Authority fail to meet the requirements of the RFQ or which are in any way conditional, incomplete, obscure, contain additions or deletions from requested information, or contain errors may be rejected.

SECTION 2

SCOPE OF SERVICES

It is the intent of the Authority to solicit **sealed** Qualification Statements from Respondents that have expertise in the provision of Legal Services - SEWERAGE AUTHORITY SOLICITOR. Firms and/or persons responding to this RFQ shall be able to demonstrate that they will have the continuing capabilities to perform these services.

SECTION 3

SUBMISSION REQUIREMENTS

Section 3.1 General Requirements.

The sealed Qualification Statement submitted by the Respondent must meet or exceed the professional, administrative and financial qualifications set forth in this Section 3 and shall incorporate the information requested below.

In addition to the information required as described below, a Respondent may submit supplemental information that it feels may be useful in evaluating its Qualification Statement. Respondents are encouraged to be clear, factual, and concise in their presentation of information.

Section 3.2 Administrative Information Requirements.

The Respondent shall, as part of its Qualification Statement, provide the following information:

1. An executive summary (not to exceed two (2) pages) of the information contained in all the other parts of the Qualification Statement.
2. An executed Letter of Qualification (See Appendix A to this RFQ).
3. Name, address and telephone number of the firm or firms submitting the Qualification Statement pursuant to this RFQ, and the name of the key contact person.
4. A description of the business organization (i.e., corporation, partnership, joint venture, etc.) of each firm, its ownership and its organizational structure.
 - (a) Provide the names and business addresses of all Principals of the firm or firms submitting the Qualification Statement. For purposes of this RFQ, "Principals" means persons possessing an ownership interest in the Respondent. If the Respondent is a corporation, "Principals" shall include each investor who would have any amount of operational control over the Respondent and every stockholder having an ownership interest of 10% or more in the firm.

- (b) If a firm is a partially owned or a fully-owned subsidiary of another firm, identify the parent company and describe the nature and extent of the parents' approval rights over the activities of the firm submitting a Qualification Statement. Describe the approval process.
 - (c) If the Respondent is a partnership or a joint venture or similar organization, provide comparable information as required in (a) above for each member of the partnership, joint venture or similar organization.
5. An executed Letter of Intent (See Appendix B).
 6. The number of years your organization has been in business under the present name.
 7. The number of years the business organization has been under the current management.
 8. A statement that the Respondent is in compliance with all applicable affirmative action (or similar) requirements with respect to its business activities, together with evidence of such compliance.
 9. Any judgments within the last three (3) years in which Respondent has been adjudicated liable for professional malpractice. If yes, please explain.
 10. Whether the business organization is now or has been involved in any bankruptcy or re-organization proceedings in the last ten (10) years. If yes, please explain.
 11. Confirm appropriate federal and state licenses to perform activities.
 12. An executed copy of the approved Rate Schedule agreeing to the conditions and amounts (See Appendix C).
 13. An executed copy of the checklist of necessary document submission required prior to entering into a contract (See Appendix D).

Section 3.3 Professional Information Requirements.

a. Respondent shall submit a description of its overall experience in providing the type of services sought in the RFQ. At a minimum, the following information on past experience should be included as appropriate to the RFQ:

1. Description and scope of work by Respondent
2. Name, address and contact information of references
3. Explanation of perceived relevance of the experience to the RFQ

b. Describe the services that Respondent would perform directly.

c. Describe those portions of the Respondent's services, if any, that are sub-contracted out. Identify all subcontractors the Respondent anticipates using in connection with this project.

d. Does the Respondent normally employ union or non-union employees?

e. Resumes of key employees

f. A narrative statement of the Respondent's understanding of the Authority's needs and goals.

g. List all immediate relatives of Principal(s) of Respondent who are Authority employees or elected officials of the Authority. For purposes of the above, "immediate relative" means a spouse, parent, stepparent, brother, sister, child, stepchild, direct-line aunt or uncle, grandparent, grandchild, and in-laws by reason of relation.

SECTION 4

INSTRUCTIONS TO RESPONDENTS

4.1 **Submission of Qualification Statements.**

Respondents must submit an original and five (5) copies of their **sealed** Qualification Statement to the Designated Contact Person:

**Mr. Gary Marshall, Executive Director
East Brunswick Sewerage Authority
25 Harts Lane, P.O. Box 1065
East Brunswick, NJ 08816**

Sealed Qualification Statements must be received by the Authority no later than 4:00 p.m. (prevailing time) on February 10, 2010. **Qualification Statements forwarded by facsimile or e-mail will not be accepted.**

The front of the envelope shall be clearly marked "QUALIFICATION STATEMENT – SOLICITOR".

To be responsive, **sealed** Qualification Statements must provide all requested information and must be completed in conformance with the instructions set forth herein.

Note: All Respondents are advised of their responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-20.13 (P.L. 2005, c.271, s.3) if the Respondent receives contracts in excess of \$50,000 from public entities in a calendar year. It is the Respondent's responsibility to determine if filing is necessary. Additional information on this requirement may be obtained from the New Jersey Election Law Enforcement Commission.

SECTION 5

EVALUATION

The Authority's objective in soliciting **sealed** Qualification Statements is to enable it to select a firm or organization that will provide high quality and cost effective services to the citizens of East Brunswick. The Authority will consider **sealed** Qualification Statements only from firms or organizations that, in the Authority's judgment, have demonstrated the capability and willingness to provide high quality services to the citizens of the County in the manner described in this RFQ.

Proposals will be evaluated by the Authority on the basis of the most advantageous to the Authority with all relevant factors considered. The evaluation will consider:

- (a) Experience and reputation in the field;
- (b) Knowledge of the East Brunswick Sewerage Authority in relation to the subject matter to be addressed under the contract;
- (c) Availability to accommodate any required meetings of the East Brunswick Sewerage Authority;
- (d) Number of years practicing in the field;
- (e) Familiarity with the East Brunswick Sewerage Authority;
- (f) Availability of personnel, facilities, equipment and other resources; and
- (g) Other factors determined by the Commissioners to be in the best interest of the East Brunswick Sewerage Authority

The East Brunswick Sewerage Authority reserves the right to interview applicants prior to the award of contract. The East Brunswick Sewerage Authority reserves the right to reject all or part of the proposals and to request additional proposals as the need for services arise.

After thorough review and analysis the Authority Review Team shall recommend the most qualified applicant to the Commissioners of the Authority for consideration prior to the award of contract.

All contract awards shall be made by the Authority Commissioners by resolution, without a public reading of all proposals. If there are multiple proposals, the analysis that led to the award will be formally memorialized by resolution and made part of the record.

APPENDIX A

LETTER OF QUALIFICATION

(Note: To be typed on Respondent's letterhead. No modifications may be made to this letter)

[insert date]

**Mr. Gary Marshall, Executive Director
East Brunswick Sewerage Authority
25 Harts Lane, P.O. Box 1065
East Brunswick, NJ 08816**

Dear Mr. Marshall:

The undersigned have reviewed our Qualification Statement submitted in response to the Request for Qualifications (RFQ) issued by the East Brunswick Sewerage Authority ("Authority"), dated January 6, 2010, in connection with the Authority's need for Legal Services - SEWERAGE AUTHORITY SOLICITOR.

We affirm that the contents of our Qualification Statement (which Qualification Statement is incorporated herein by reference) are accurate, factual and complete to the best of our knowledge and belief and that the Qualification Statement is submitted in good faith upon express understanding that any false statement may result in the disqualification of (Name of Respondent), (Respondent shall sign and complete the spaces provided below. If a joint venture, appropriate officers of each company shall sign.)

(Signature of Chief Executive Officer or Managing Individual)	
(Typed Name and Title)	
(Type Name of Firm)	
Dated:	

APPENDIX B

LETTER OF INTENT

(Note: To be typed on Respondent's Letterhead. No modifications may be made to this letter)

[insert date]

**Mr. Gary Marshall, Executive Director
East Brunswick Sewerage Authority
25 Harts Lane, P.O. Box 1065
East Brunswick, NJ 08816**

Dear Mr. Marshall:

The undersigned, as Respondent, has (have) submitted the attached Qualification Statement in response to a Request for Qualifications (RFQ), issued by the East Brunswick Sewerage Authority ("Authority"), dated [insert date]. in connection with the Authority's need for Legal Services - SEWERAGE AUTHORITY SOLICITOR.

(Name of Respondent) HEREBY STATES:

1. The Qualification Statement contains accurate, factual and complete information.
2. (Name of Respondent) agrees (agrees) to participate in good faith in the procurement process as described in the RFQ and to adhere to the Authority's procurement schedule.
3. (Name of Respondent) acknowledges (acknowledge) that all costs incurred by it (them) in connection with the preparation and submission of the Qualification Statement and any proposal prepared and submitted in response to the RFP, or any negotiation which results therefrom shall be borne exclusively by the Respondent.
4. (Name of Respondent) hereby declares (declare) that the only persons participating in this Qualification Statement are named herein and that no person (i.e. subcontractor, subsidiary or like entity) other than those herein mentioned has any participation in this Qualification Statement or in any contract to be entered into with respect thereto. Additional persons may subsequently be included as participating, but only if acceptable to the

Authority. (Name of Respondent) declares that this Qualification Statement is made without connection with any other person, firm or parties who has submitted a Qualification Statement, except as expressly set forth below and that it has been prepared and has been submitted in good faith and without collusion or fraud.

6. (Name of Respondent) acknowledges and agrees that the Authority may modify, amend, suspend and/or terminate the procurement process (in its sole judgment). In any case, the Authority shall have any liability to the Respondent for any costs incurred by the Respondent with respect to the procurement activities described in this RFQ.

7. (Name of Respondent) acknowledges that any contract executed with respect to the provision of (insert services] must comply with all applicable affirmative action and similar laws. Respondent hereby agrees to take such actions as are required in order to comply with such applicable laws.

(Respondent shall sign and complete the space provided below. If a joint venture, appropriate officers of each company shall sign.)

(Signature of Chief Executive Officer or
Managing Individual)

_____ (Typed Name and Title)

_____ (Type Name of Firm)*

Dated: _____

APPENDIX C

Payment Conditions and Proposed Rate Schedule

1. All services outlined shall be billed at a blended hourly rate of:
\$_____ for partners and associates, a blended hourly rate of:
\$_____ for clerks and paralegals
Travel, and reimbursements as described below; for a total authorization not to exceed \$30,000.00 for calendar year 2010.
2. Vouchers or invoices may be rendered monthly for services performed. Such billings shall be due when rendered.
3. Direct charges include disbursements that are actual expenses incurred by the Professional and/or his associated firm in connection with the project may be reimbursed for:
 - a. Out-of-State transportation and subsistence for professional and technical staff.
 - b. Furnishing and maintaining field office facilities when same are authorized and approved by East Brunswick.
 - c. Telegrams and long distance (out-of-State) telephone calls.
 - d. Payment of permit fees, application fees, review fees and similar charges.
 - e. Computer expenses including time and proprietary program charges.
 - f. Outside printing, reproduction, binding, collating and other graphic services.
 - g. Messenger service, postage and handling of drawing and specifications, reports, contracts and other bulky items.

Signature: The undersigned hereby acknowledges and accepts the established payment terms.

Name of Respondent/Firm: _____

Print Name and Title: _____

Signature: _____

Date: _____

ATTEST:

Witness

APPENDIX D

Documents that will be required Prior to a Contract Execution

		Checklist for Items that will be required
1	Business Entity Disclosure Certification	
2	Business Registration Certificate (BRC) from the State of New Jersey Department of Treasury, Division of Revenue)	
3	Required Insurance Documentation	
4	Non-Collusion Affidavit	
5	Mandatory Affirmative Action Language	
6	Mandatory Language: American Disabilities Act	

Signature: The undersigned hereby acknowledges and will submit the above listed requirements prior to execution of contract.

Name of Respondent/Firm: _____

Print Name and Title: _____

Signature: _____

Date: _____

(REVISED 10/08)

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

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

The contractor or subcontractor agrees to make good faith efforts to 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.

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.

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, 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

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

NEW JERSEY BUSINESS REGISTRATION REQUIREMENTS

The contractor must include proof of its own business registration and proofs of business registration of those subcontractors required to be listed in the contractor's submission (i.e., "named subcontractors"). The proof of business registration shall be provided at the time the bid or proposal is officially received and opened by the Authority.

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.

Signature of Chief Executive Officer or Managing Individual

Name and Title:

Firm Name:

Dated:

BUSINESS ENTITY DISCLOSURE CERTIFICATION

_____ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

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

Check the box that represents the type of business entity:

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

Please provide names and business address of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned:

1. Name:
 Business Address:

2. Name:
 Business Address:

3. Name:
 Business Address:

4. Name:
 Business Address:

5. Name:
 Business Address:

6. Name:
Business Address:

7. Name:
Business Address:

8. Name:
Business Address:

9. Name:
Business Address:

10. Name:
Business Address:

Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or business entity, will be liable for any penalty permitted under law.

Signature of Chief Executive Officer or Managing Individual

Name and Title:

Firm Name:

Dated:

Subscribed and sworn to before

me this _____ day of

_____ 2010

Notary Public of New Jersey

AMERICANS WITH DISABILITIES ACT OF 1990
EQUAL OPPORTUNITY FOR INDIVIDUALS WITH DISABILITY

The CONTRACTOR and the EAST BRUNSWICK SEWERAGE AUTHORITY (herein referred to as the AUTHORITY) do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S12101 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 AUTHORITY pursuant to this contract, the CONTRACTOR agrees that the performance shall be in strict compliance with the Act. In the event 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 AUTHORITY in any action or administrative proceeding commenced pursuant to this Act. The CONTRACTOR shall indemnify, protect, and save harmless the AUTHORITY, 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 AUTHORITY'S grievance procedure, the CONTRACTOR agrees to abide by any decision of the AUTHORITY, which is rendered pursuant to, said grievance procedure. If any action or administrative proceeding results in an award of damages against the AUTHORITY or if the AUTHORITY 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 AUTHORITY 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 AUTHORITY or any of its agents, servants, and employees, the AUTHORITY shall expeditiously forward or have forwarded to the CONTRACTOR every demand, complaint, notice, summons, pleading, or other process received by the AUTHORITY or its representatives.

It is expressly agreed and understood that any approval by the AUTHORITY 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 AUTHORITY pursuant to this paragraph.

It is further agreed and understood that the AUTHORITY 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 AUTHORITY from taking any other actions available to it under any other provisions of this Agreement or otherwise at law.

INSURANCE REQUIREMENTS AND ACKNOWLEDGMENT FORM

Certificate(s) of Insurance shall be filed with the Authority upon award of contract by the Authority.

The minimum amount of insurance to be carried by the Professional Service Entity shall be as follows:

PROFESSIONAL LIABILITY INSURANCE

Limits shall be a minimum of \$1,000,000.00 for each claim and \$1,000,000.00 aggregate each policy period.

Acknowledgment of Insurance Requirement:

Signature of Chief Executive Officer or Managing Individual

Name and Title:

Firm Name:

Dated: