

Monroe Township

Joint Solar Initiative



Request for Professional Services Solar Photovoltaic System

**Qualified Solar Provider
April 22, 2020 10:00 A.M.**

*Township of Monroe
125 Virginia Avenue
Williamstown, NJ 08094*

Township of Monroe
Notice of Request for Proposals
SOLAR PHOTOVOLTAIC SYSTEM
Under the Fair and Open Process

Pursuant to the Fair and Open Process and in accordance with *N.J.S.A. 40A:11-1 et. seq.*, proposals are requested by the Township of Monroe at its offices at 125 Virginia Avenue, Williamstown, NJ 08094 on **April 22, 2020 at 10:00 A.M.** for:

Qualified Solar Provider

The purpose of this request is to enter into a contract with the most responsive and qualified solar providers (Providers) that are capable of engineering, financing, constructing, implementing, operating, maintaining and monitoring solar photovoltaic systems as described within this Request for Professional Services (RFPS) at Williamstown High School, Williamstown Middle School, Radix Elementary School, Monroe Township Municipal Building, Monroe Township Public Library and the Municipal Utility Authorization storage tank location at 1935 S Black Horse Pike. A qualified business entity will be selected through a competitive, quality-based, fair and open process, conditions, and services with any or all business entities responding to the request. The Township, as permitted by law, may at its sole discretion decide not to proceed at all or to proceed with a portion of that work. The Township reserves the right to interview any or all proposers.

Full copies of the Notice of Request for Proposals are available on the Township's website www.monroetownshipnj.org and from the Municipal Clerk at 125 Virginia Avenue, Williamstown, NJ 08094.

All questions regarding the Request should be made in writing via email to the Municipal Clerk, Aileen Chiselko at AChiselko@monroetownshipnj.org

Aileen Chiselko, RMC
Municipal Clerk

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General Information

Monroe Township's Joint Solar Initiative is requesting responses from qualified solar providers (Providers) that are capable of engineering, financing, constructing, implementing, operating, maintaining and monitoring solar photovoltaic systems as described within this Request for Professional Services (RFPS) at Williamstown High School, Williamstown Middle School, Radix Elementary School, Monroe Township Municipal Building, Monroe Township Public Library and the Municipal Utility Authorization storage tank location at 1935 S Black Horse Pike.

Monroe Township seeks a solar partner who will expertly manage all aspects of the solar project integration, including but not limited to design, permitting, installation, interconnection, financing, and long-term operations, maintenance and monitoring, without any disruptions to facility operations.

Monroe Township's goal with this project is to purchase solar output from the lowest cost Power Purchase Agreement (PPA) provider who provides a technically comprehensive solar installation strategy. The PPA pricing should be one aggregate price for all six installations, and the ability to perform will be a major consideration in the final selection of a solar partner.

Responses shall be in accordance with the "Response Requirements" as set forth below and must be submitted no later than **10:00 A.M. on Wednesday, April 22, 2020.**

Monroe Township reserves the right to prequalify firms to ensure all firms meet key criteria such as number of commercial projects, total MW's installed or proven experience within New Jersey and Atlantic City Electric (ACE) service territory.

Facility Electricity Usage Information

The facility location, rate information, and annual usage profile for the electricity accounts at the each of the locations are outlined below:

**Monroe Twp BD of Ed Williamstown High School
700 N Tuckahoe Rd # School
Williamstown, NJ 08094**

Atlantic City Electric
Rate: Annual General Service Secondary (AGSS)
Account # 5501 1059 148
Service Number 0550 1105 9148 7001 0294 14

Capacity Transmission Peak Load Contribution 1,260.19 kW/1,217.34 kW
Expected Annual Usage: 5,654,850 kWh

**Monroe Twp BD of Ed (Williamstown Middle School)
561 Clayton Rd
Williamstown, NJ 08094**

Atlantic City Electric
Rate: Annual General Service Secondary (AGSS)
Account # 5500 3051 533
Service Number 0550 0305 1533 7001 8547 14

Capacity Transmission Peak Load Contribution 848.12 kW/868.87 kW
Expected Annual Usage: 3,469,480 kWh

**Monroe Twp BD of Ed Williamstown Middle School
561 Clayton Rd # School
Williamstown, NJ 08094**

Atlantic City Electric
Rate: Annual General Service Secondary (AGSS)
Account # 5500 1647 613
Service Number 0550 0164 7613 7000 9089 80

Capacity Transmission Peak Load Contribution 118.86 kW/128.11 kW
Expected Annual Usage: 995,000 kWh

**Monroe Twp BD of Ed Radix Elem School
363 Radix Rd
Williamstown, NJ 08094**

Atlantic City Electric
Rate: Annual General Service Secondary (AGSS)
Account # 5500 0739 916
Service Number 0550 0073 9916 7001 0118 36

Capacity Transmission Peak Load Contribution 247.39 kW/261.38 kW
Expected Annual Usage: 1,226,100 kWh

Monroe Twp (Municipal Building)
125 Virginia Ave
Williamstown, NJ 08094

Atlantic City Electric
Rate: Annual General Service Secondary (AGSS)
Account # 5501 0739 864
Service Number 0550 1073 9864 7000 8829 54

Capacity Transmission Peak Load Contribution 103.75 kW/114.79 kW
Expected Annual Usage: 450,000 kWh

Monroe Twp (Public Library)
713 Marsha Ave Unit A
Williamstown, NJ 08094

Atlantic City Electric
Rate: Monthly General Service Secondary (MGSS)
Account # 5500 1513 922
Service Number 0550 0151 3922 7000 5683 99

Capacity Transmission Peak Load Contribution 90.61 kW/97.57 kW
Expected Annual Usage: 495,920 kWh

Monroe MUA (Storage Tank)
1935 S Black Horse Pike
Williamstown, NJ 08094

Atlantic City Electric
Rate: Monthly General Service Secondary (MGSS)
Account # 5501 0809 907
Service Number 0550 1080 9907 7001 9735 40

Capacity Transmission Peak Load Contribution 24.33 kW/25.91 kW
Expected Annual Usage: 108,540 kWh

Estimated Project Commencement Date

Solar project commencement is expected by June 2021.

System Size and Type

Rooftop, Ground Mounted, and Parking Canopy Systems. The final system size should be designed to minimize the PPA price while remaining below the maximum annual usage provided for each location.

System Siting

Please see the site maps for the system siting preferences at six locations.

HIGH SCHOOL 700 N TUCKAHOE ROAD



The flat roof at the High School will be replaced prior to solar installation.

Solar installation at this location should include parking canopies in the lots to the north and east of the building. The southwest lot in the front of the school is not available for a solar installation due to bus traffic.

Both the southern exposure of the standing seam metal roof and the flat roof will be available for solar installation.

High School system total output not to exceed 4,500,000 kWh annually.

MIDDLE SCHOOL 561 CLAYTON ROAD



The flat roof at the Middle School will be replaced prior to solar installation.

Solar installation at this location should include parking canopies in the lots to the north and south side of the school. The parking lot on the east side of the school is not available for a solar installation.

The flat roof will be available for solar installation.

Middle School system total output not to exceed 3,500,000 kWh annually.

RADIX ELEMENTARY SCHOOL

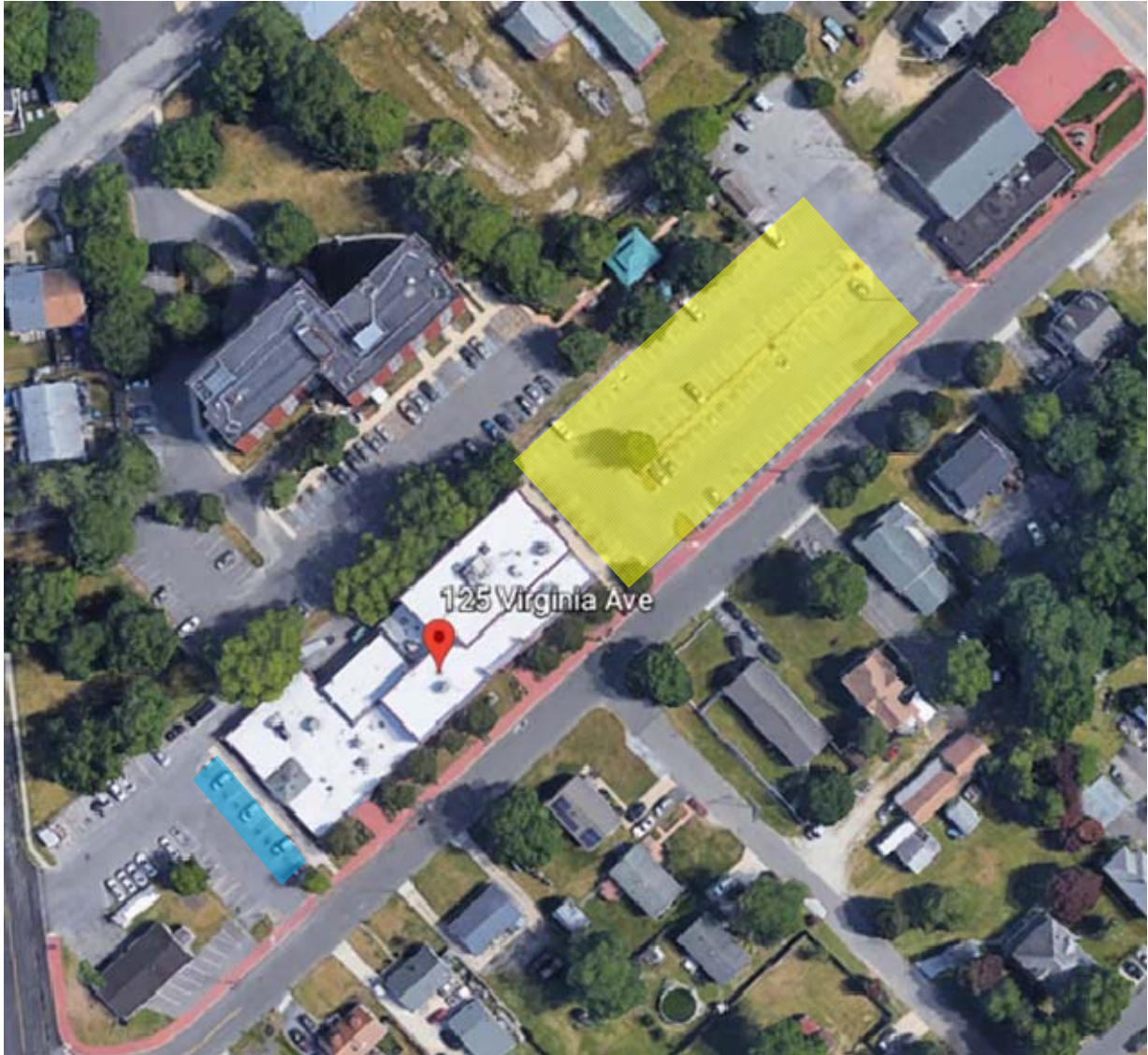
363 RADIX ROAD



Solar installation at this location is limited to the field located on the rear southern side of the school. The field that is located on the eastern side of the school entry road is not available for solar installation.

Radix Elementary School system total output not to exceed 1,000,000 kWh annually.

MONROE TOWNSHIP MUNICIPAL BUILDING 125 VIRGINIA AVENUE

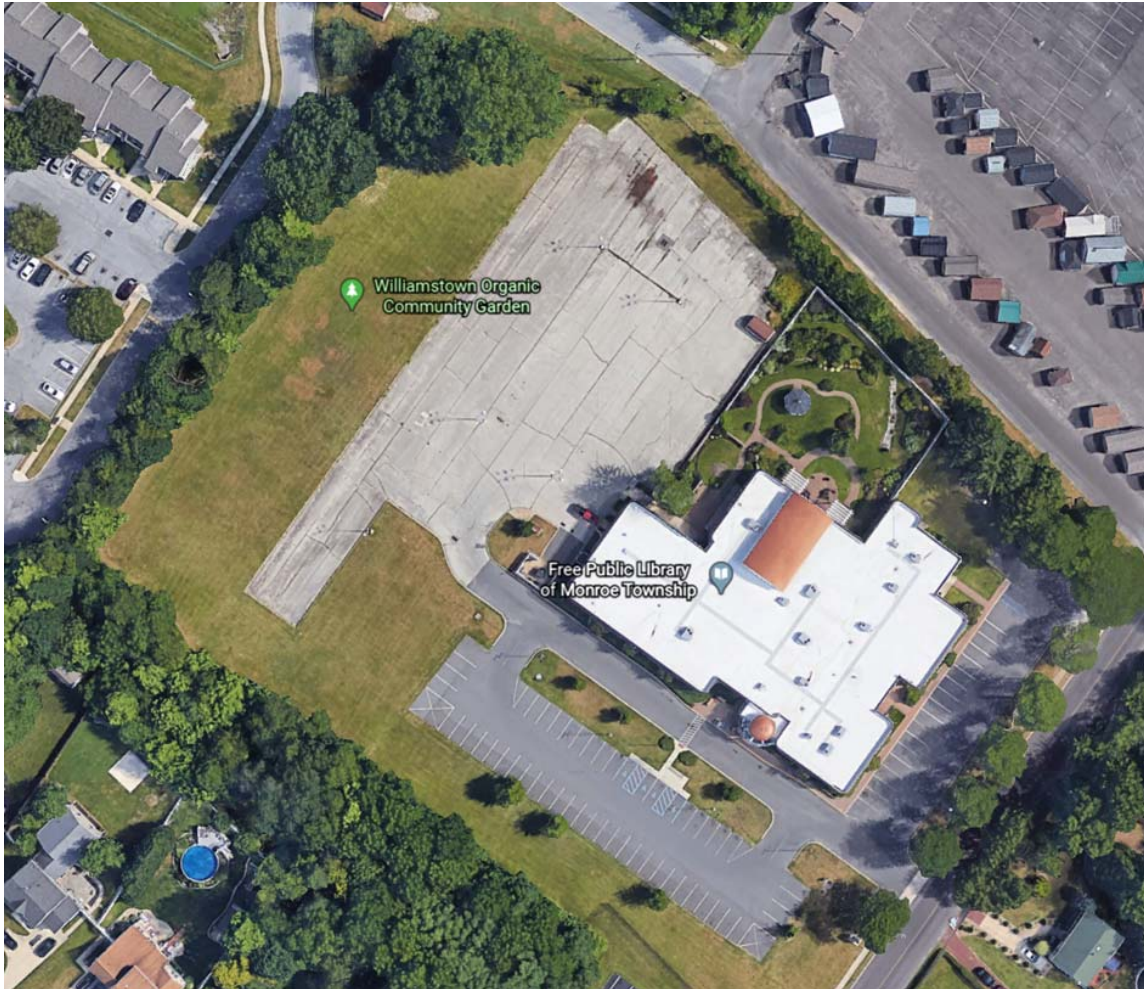


Solar installation at this location should include parking canopies in the main parking lot to the northeast of the Municipal Building, highlighted in yellow. These canopies will need to be 12' to 15' in height to accommodate vehicle traffic for the fire station.

A one row parking canopy should also be included in the design for the police station at the southwestern side of the building, highlighted in blue.

The Municipal Building system total output not to exceed 400,000 kWh annually.

MONROE TOWNSHIP PUBLIC LIBRARY 713 MARSHA AVENUE



Solar installation at this location is limited to the parking lot on the northwestern side of the library, and it should not include the community garden area to the west of the lot. This lot is not used for parking so it is possible to install ground mounted solar at this location. The lot on the southern side of the library is not available for solar installation.

The Library system total output not to exceed 450,000 kWh annually.

MONROE MUA STORAGE TANK 1935 S BLACK HORSE PIKE



Solar installation at this location is limited to the field located on the southwestern side of the storage tank, highlighted in yellow.

The MUA Storage Tank system total output not to exceed 100,000 kWh annually.

Project Financing Structure

Monroe Township wishes to receive offers for a Power Purchase Agreement (PPA) structured contract. Under the PPA option, Monroe Township shall not be responsible for any out of pocket costs, on-going operations and maintenance responsibilities or liabilities. Monroe Township will only pay for each kWh of solar energy delivered at the electricity rate specified in the PPA schedule. Please include initial \$/kWh charge and any annual \$/kWh escalators during the term of the PPA Agreement. Please also include a description of any Performance Guarantees included with the PPA structure.

Monroe Township would like to consider both 15-year and 20-year supply terms on a PPA option. Please provide pricing for both options.

Monroe Township would like to consider both 0% and 2% annual \$/kWh price escalators on a PPA option. Please provide pricing for both options.

Project Scope

The successful solar partner will have the proven capability to develop and manage rooftop, ground mounted, and carport solar photovoltaic projects of equal or greater size and complexity as the one being proposed by the Monroe Township Joint Solar Initiative.

Following project award, the selected provider will be responsible for the following activities:

- 1) Solar System Design
- 2) System Engineering
- 3) All permitting and required environmental studies
- 4) Interconnection
- 5) All equipment needed to deliver a turnkey solar solution
- 6) Construction
- 7) Project Management
- 8) Financing of PPA option
- 9) System operations and maintenance
- 10) Monitoring and reporting of system output
- 11) Meeting attendance as needed

Response Requirements & Checklist

The following are required and must be submitted with your firm's response:

Cover Letter

Please include a discussion of the impact of recent New Jersey TREC renewable energy changes on your recommendations for the Monroe Township Solar Initiative.

Company Profile

- 1) Year Founded
- 2) Corporate structure (public or privately held)
- 3) Proof of Business Registration
- 4) Total number of employees
- 5) Number of solar projects under contract
- 6) Total MW of solar projects deployed
- 7) Number of PPA contracts executed
- 8) List of PPA contracts terminated prior to project completion
- 9) Detailed explanation of financing partnerships and their solar experience
- 10) Client percentage by industrial, commercial, institutional, and residential categories
- 11) List of repeat clients with completed projects
- 12) Local solar experience in New Jersey and in ACE territory

Company Logistics

- 1) Location of regional offices
- 2) Describe fleet of installation and maintenance vehicles
- 3) Number of regional employees dedicated to solar installations
- 4) List of subcontractors who will be asked to participate on this project
- 5) Previously completed projects with these subcontractors
- 6) Experience obtaining local permits and interconnection approvals
- 7) Describe your in-house Solar Design and Engineering Capabilities

System Design

- 1) Describe your approach to the system design for each of the six locations
- 2) Provide a list of all contractor's licenses, including classification and number

References (including Customer Location, Project Size, Contact Person and Information)

- 1) Two solar photovoltaic Client Ownership references
- 2) Two solar photovoltaic PPA references
- 3) Two solar photovoltaic New Jersey references

Solar Financing Capabilities

- 1) Provide an overview of your firm's available funds for projects of this type.
- 2) Describe your firm's approach to financing the proposed solar photovoltaic systems
- 3) Provide your firm's standard Power Purchase Agreement contract

Project Management

- 1) Describe your firm's approach to locally managing the project.
- 2) If this project is to be managed and/or administered by a different office location, provide the location of the office(s) that will manage the project, along with their areas of responsibility, and the division of duties.
- 3) Include your firm's Safety Procedures and Protocols

Technical Information

- 1) Describe the photovoltaic technologies proposed and reason for project design.
 - a. Include module type (brand name, model number and technology)
 - b. Include inverter details (brand name, type and efficiency)
 - c. Provide panel efficiency rates and panel degradation rates
 - d. Indicate if multiple brands will be installed
 - e. Describe product and workmanship warranties
 - f. Provide life expectancy for each technology used in project design
- 2) Provide a project layout with the MW DC size, configuration, azimuth, and tilt angle of the proposed systems
- 3) Provide a sample project schedule which includes milestones for design, permitting, material delivery, installation, and commercial operation. Assume a project commencement date of June 1, 2021
- 4) Provide a monthly energy estimate. Describe the methodology used for the estimate, including the weather data set.
- 5) Provide an estimate of lifetime output of the system in kWh

Solar Photovoltaic System Pricing

Power Purchase Agreement (PPA) Specifications:

1. Contract term: option for both 15 years and 20 years
2. PPA Price: \$/kWh in aggregate for all six locations
3. Annual PPA escalator: option for both 0% and 2% annual increase
4. Year 1 solar kWh production estimate by location: in kWh
5. Payment Terms
6. Billing administration processes (electronic payment, mail payment, on-line billing options)
7. Provide all assumptions for TREC value included in the proposed PPA pricing

Required Proposal Forms

1. Stockholder Disclosure Certification
2. Non-Collusion Affidavit
3. Affirmative Action Compliance Notice
4. Appendix A – Mandatory Equal Employment Opportunities & Affidavit
5. Appendix B – Americans with Disabilities Act

Insurance & Indemnity

1. Liability Insurance. Provider shall maintain comprehensive, public liability insurance with respect to the facility location(s) in the amount of Five Hundred Thousand Dollars (\$500,000.00) per occurrence and One Million dollars (\$1,000,000) in the aggregate per annum with responsible companies qualified to do business in the state of New Jersey and in good standing therein insuring each facility location owner as additional insured against injury to persons or damage to property as provided. Each facility location owner shall maintain insurance coverage of such types and amounts as may be customary and reasonable in light of the entity's ownership of and activities conducted on the facility location(s) and reasonably acceptable to Provider, naming Provider as additional insured. The Parties shall provide each other with certificates for such insurance at or prior to the commencement of Provider's conduct of any physical activities on the facility location(s), and thereafter within thirty (30) days prior to the expiration of any such policies.

2. Property Insurance. Except for personal property related to the facility location(s) and the operations related thereto, each facility location owner and Provider shall each maintain on their respective personal property on or about the facility location(s) a policy of "all risk" property insurance, with vandalism and malicious mischief endorsements, to the extent of at least one hundred percent (100%) of full replacement value of its personal property.

3. Waiver of Subrogation. Each facility location owner and Provider each hereby release the other from any and all liability or responsibility to the other, or any one claiming through or under them, by way of subrogation or otherwise for any loss or damage to property caused by fire or any of the extended coverage or supplementary contract casualties contained in or covered under the insurance policies carried by the releasing Party, provided, however, that this release shall be applicable and in force and effect only with respect to loss or damage occurring during such time as, and to the extent that, the releasor's policies contain a clause or endorsement to the effect that any such release shall not adversely affect or impair said policies or prejudice the right of the releasor to recover under them. Each facility location owner and Provider shall request their respective insurance carriers to include a waiver of subrogation clause to the above effect in each insurance policy issued to them during the Term. If extra cost shall be charged therefor, the Party

required to pay such cost shall advise the other thereof and of the amount of the extra cost, and said other Party, at its election, may pay the extra cost, but neither Party shall be obligated to do so, so that if both Parties shall decline to pay the extra cost, or if either Party is unable to purchase said waiver of subrogation clause or endorsement at any price, this Section shall be null and void and of no further effect so long as the impediment to purchase shall last.

4. General Indemnity. Each Party shall indemnify, defend and hold harmless the other Party and its trustees, shareholders, members, managers, officers, employees, agents, representatives and independent contractors, from and against any and all costs, claims, liabilities, damages, expenses (including reasonable attorneys' fees), causes of action, suits or judgments ("**Losses**"), incurred by or on behalf of any of the foregoing indemnified parties in connection with or arising from (i) the activities of the indemnifying Party on the facility location(s), (ii) any claim by a third party for physical damage to or physical destruction of property, or death of or bodily injury to any Person, but only to the extent caused by the negligence or intentional tortious acts or omissions of the indemnifying Party, the indemnifying Party's employees acting within the scope of their employment, and any other Person for whom or which the indemnifying Party is legally liable, or (iii) any material breach by the indemnifying Party of this Lease. Nothing in this Section shall relieve the facility location owner(s) and Provider of any liability to the other for any breach of this Agreement. This indemnification obligation shall apply notwithstanding any negligent or intentional acts, errors or omissions of the indemnitees but the indemnifying Party's liability to pay damages to the indemnified Party shall be reduced in proportion to the percentage by which any indemnitee's negligent or intentional acts, errors or omissions caused the Losses. Neither Party shall be indemnified for its Losses resulting from its sole negligence or intentional wrongful acts. These indemnity provisions shall not be construed to relieve any insurer of its obligations to pay claims consistent with the provisions of a valid insurance policy. This indemnification provision shall survive the expiration or termination of any underlying Agreement relating to this Project.

5. Environmental Indemnity. Each facility location owner shall indemnify, defend and hold harmless the Provider and its trustees, shareholders, members, managers, officers, employees, agents, representatives and independent contractors from and against Losses arising from or out of any environmental condition on or under the facility location(s), including, without limitation, the Landfill and presence of Hazardous Substances on the facility location(s) and any pollution or contamination that violates any Environmental Laws, that existed or exists prior to, on or after the Effective Date. Provider shall indemnify, defend and hold harmless each facility location owner and its trustees, shareholders, members, managers, officers, employees, agents, representatives and independent contractors from and against Losses arising from or out of any environmental condition on the facility location(s) that is caused by Provider or any of its employees, invitees, agents, contractors or subcontractors, including the use or handling of Hazardous Substances onto the facility location(s) after the Effective Date of any underlying Agreement relating to this Project.

6. Survival. The Parties' insurance obligations hereunder shall continue throughout the Term and the Decommissioning Period and the Parties' indemnity obligations hereunder shall survive the expiration or earlier termination of any underlying Agreement relating to this Project.

Confidentiality

All information received by the Provider shall be treated as Confidential. Provider agrees not to permit any of such drawings, specifications, technical or commercial information to be shown or disclosed to anyone other than those who need it in connection with the work involved or to use the same for any other purpose other than performance of this project. Provider further agrees to require similar terms on the part of any suppliers or subcontractors to whom any drawings, specifications and technical information is shown or disclosed. Without limiting foregoing, the recipient acknowledges and agrees that: (1) Monroe Township will not be subject to any liability based on the information contained in this RFPS, errors therein or omissions therefrom, whether or not any such errors or omissions were known or should have been known, or was responsible for or participated in its inclusion in or omission from this RFPS; (2) the recipient will not copy, reproduce or distribute to any third party this RFPS in whole or in part; (3) if the recipient does not wish to pursue a transaction, it will return this RFPS to Monroe Township as soon as practicable, together with any other material relating to Monroe Township; (4) any proposed actions by the recipient which are inconsistent in any manner with the foregoing agreement will require the prior written consent of Monroe Township

Response Submittal

Providers shall submit their responses to the Township of Monroe at its offices at 125 Virginia Avenue, Williamstown, NJ 08094.

The issuance of this RFPS does not obligate Monroe Township to accept any of the resulting responses. Monroe Township makes no commitments, implied or otherwise, that this RFPS process will result in a business transaction with one or more of the Providers. The Provider shall bear all costs associated with the preparation and submission of its response, and Monroe Township will in no case be responsible or liable of those costs, regardless of the conduct or outcome of the bidding process. Any Provider planning to submit a response is responsible for examining with appropriate care the complete Request for Professional Services, and for informing itself with respect to all conditions that might in any way affect the cost or the performance of any work. Failure to do so will be at the sole risk of the Provider, who is deemed to have included all costs for performance of the work in its response, and no relief can be given for errors or omissions by the Provider. Should the Provider find discrepancies in, or omissions from, the Request for Professional Services, or should their intent or meaning

appear unclear or ambiguous, or should any other question arise relative to the Request for Professional Services, the Provider shall promptly notify Monroe Township in writing.

RFPS Questions

Any questions regarding this RFPS should be in writing and directed via email to:

Municipal Clerk, Aileen Chiselko
AChiselko@monroetownshipnj.org

RFPS Schedule

In accordance with this RFPS, Providers shall submit their responses to the Township of Monroe at its offices at 125 Virginia Avenue, Williamstown, NJ 08094 no later than **10:00 A.M. on Wednesday, April 22, 2020.**

Response Evaluation & Criteria

Monroe Township will examine the responses to determine whether they are complete and accurate. After reviewing the information provided, Monroe Township may or may not choose to conduct on-site presentations and continue further contract discussions with any of the Providers. The Selection Criteria used to evaluate the responses will be the following:

1. Ability to Deliver turnkey Solar Projects in timely and professional manner
2. Past Performance in Delivering projects
3. Technical Expertise
4. PPA Pricing
5. Experience with working with Atlantic City Electric Company
6. Proof of Quality of Solar Equipment and Workmanship

STOCKHOLDER DISCLOSURE CERTIFICATION

This Statement Shall Be Included with Bid Submission

Name of Business _____

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.

OR

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 organization:

- Partnership Corporation Sole Proprietorship
 Limited Partnership Limited Liability Corporation Limited Liability Partnership
 Subchapter S Corporation Other _____

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: _____

Name: _____

Home Address: _____

Home Address: _____

Name: _____

Name: _____

Home Address: _____

Home Address: _____

Name: _____

Name: _____

Home Address: _____

Home Address: _____

Subscribed and sworn before me this ____ day of

_____, 2 ____.

(Notary Public)

My Commission expires:

(Affiant)

(Print name & title of affiant)

(Corporate Seal)

NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY
TOWNSHIP OF _____ ss:

I certify that I am _____ of _____
the Bidder making the Proposal for the above named project, and that I executed the said Proposal with full authority to do so; that said Bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named Project; and that all statements contained in said Proposal and in this affidavit are true and correct, and made with full knowledge that the Township of Monroe relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for the said Project.

I further warrant that no person or selling agency has been employed 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 (N.J.S.A. 52: 34-25)

(NAME OF CONTRACTOR)

Subscribed and sworn
Before me this _____ day of
_____ 20 _____.

Notary Public of _____

My Commission Expires _____, 20 _____.

Required Proposal forms – All Bidders must submit with their Proposal

AFFIRMATIVE ACTION COMPLIANCE NOTICE

**N.J.S.A. 10:5-31 and N.J.A.C. 17:27
GOODS AND SERVICES CONTRACTS
(INCLUDING PROFESSIONAL SERVICES)**

This form is a summary of the successful bidder's requirement to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

The successful bidder shall submit to the public agency, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

(a) A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

(b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

OR

(c) A photocopy of an Employee Information Report (Form AA302) electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance in accordance with N.J.A.C. 17:27-4.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours.

The successful vendor(s) must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the vendor copy is retained by the vendor.

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

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

COMPANY: _____

SIGNATURE: _____

PRINT NAME: _____

TITLE: _____

DATE: _____

NOTE:

NO CONTRACT CAN BE AWARDED WITHOUT THE SUBMISSION OF ONE OF THE ABOVE ITEMS FOR PROOF OF AFFIRMATIVE ACTION PLAN, COMPLETED AND SUBMITTED TO THE DEPARTMENT OF PURCHASING.

A CONTRACTOR'S BID MUST BE REJECTED AS NON-RESPONSIVE IF A CONTRACTOR FAILS TO COMPLY WITH REQUIREMENTS OF P.L. 1975, C. 127, WITHIN THE TIME FRAME.

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

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

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

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

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

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act. The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

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

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

Required Proposal forms – All Bidders must submit with their Proposal

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

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

COMPANY: _____

SIGNATURE: _____

PRINT NAME: _____

TITLE: _____

DATE: _____

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

The contractor and the Township of Monroe, (hereafter “owner”) do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (*42 U.S.C. §12101 et seq.*), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner’s grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

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

_____ (Initial and Date)

Required Proposal forms – All Bidders must submit with their Proposal

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127. As amended and supplemented from time to time or in accordance with a binding termination of the applicable county employment goals determined by the Div. of Contract Compliance & EEO pursuant to N.J.A.C. 17:27-5-2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, 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 personal testing conforms with the principals 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.

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

The contractor and its subcontractor shall furnish such reports or other documents to the Div. of Contract Compliance & EEO as may be requested by the office from time to time in order to carry out the purpose of these regulations, and public agencies shall furnish such information as may be requested by the Div. of Contracts Compliance & EEO for documenting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27-1, et seq.)

COMPANY: _____

SIGNATURE: _____

PRINT NAME: _____

TITLE: _____

DATE: _____

Subscribed and sworn before me this ___ day of

_____, 20__.

(Notary Public)

My Commission expires: