NOTICE OF REQUEST FOR PROPOSALS

The Borough of Watchung is soliciting proposals through a fair and open process in accordance with N.J.S.A. 19:44A-20.5 et seq.

Sealed Request For Proposal (RFP) responses will be received by the Borough Clerk on December 15, 2016 at 10:00 am in the Office of the Borough Clerk, Watchung Municipal Building, 15 Mountain Boulevard, Watchung, New Jersey, at which time and place responses will be opened for:

Borough Attorney
Labor Attorney
Bond Counsel
Planning Board Attorney
Board of Adjustment Attorney
Prosecutor
Municipal Auditor
Consulting Borough Engineer / Professional Planner
Planning Board Engineer
Board of Adjustment Engineer / Professional Planner

Specifications and instructions may be obtained at the Office of the Borough Clerk, Municipal Building, 15 Mountain Blvd., Watchung, New Jersey or at the Borough website, www.watchungnj.com.

Respondents shall comply with the requirements of P.L. 1975 c. 127 (NJAC 17:27 et seq). A copy of your New Jersey Business Registration Certificate shall be included in your proposal.

Michelle DeRocco, RMC
Borough Clerk
November 16, 2016

Introduction

This contract is to furnish and deliver professional services for the Borough of Watchung through a fair and open process in accordance with N.J.S.A. 19:44A-20.5 et seq.

Administrative Conditions and Requirements

The following items express the administrative conditions and requirements of this RFP. Together with the other RFP sections, they will apply to the RFP process, the subsequent contract and project production. Any proposed change, modification, or exception to these conditions and requirements may be the basis for the Borough of Watchung, hereinafter referred to as Owner, to determine the proposal as non-responsive to the RFP and will be a factor in the determination of an award of a contract. The contents of the proposal of the successful Respondent, as accepted by the Owner, will become part of any contract awarded as a result of this RFP.

Schedule

The dates established for the procurement are:

Release of RFP	November 16, 2016
Proposal Due Date	December 15, 2016
Governing Body Action	January 2017

Proposal Submission Information

Submission Date and Time:

December 15, 2016, 10:00 AM
One (1) original and three (3) copies.

Submission At:
Clerk's Office, Watchung Municipal Building
15 Mountain Blvd., Watchung, NJ 07069

Clearly mark the submittal package with the title of the RFP and the name of the responding firm, addressed to the Borough Clerk. The original proposal shall be marked to distinguish it from the three (3) copies. Submissions will be opened and read in the Council Chambers at the Watchung Municipal Building on the date and time noted above.

Only those RFP responses received prior to or on the submission date will be considered. Responses delivered before the submission date and time specified above may be withdrawn upon written application of the Respondent who shall be required to produce evidence

showing that the individual is or represents the principal or principals involved in the proposal. After submission date and time specified above, responses must remain firm for a period of sixty (60) days.

Using Department Information

The Using Departments for these services are the Borough Council, the Borough Clerk, the Administrator, Planning Board, Board of Adjustment, and all other departments, boards, commissions, and agencies of the Borough of Watchung.

Borough Representative for this RFP

Please direct all questions in writing to:

Michelle DeRocco, RMC
Borough Clerk
(908) 756-0080
Fax: (908) 757-7027
Email: mderocco@watchungnj.gov

Interpretations and Addenda

Respondents are expected to examine the RFP with care and observe all its requirements. All questions about the meaning or intent of this RFP, all interpretations and clarifications considered necessary by the Owner's representative in response to such comments and questions will be issued by Addenda posted on the Borough of Watchung website, www.watchungnj.com. Only comments and questions responded to by formal written Addenda will be binding. Oral interpretations, statements or clarifications are without legal effect.

Cost Liability and Additional Costs

The Owner assumes no responsibility and liability for costs incurred by the Respondents prior to the issuance of an agreement. The liability of the Owner shall be limited to the terms and conditions of the Contract.

Respondents will assume responsibility for all costs not stated in their proposals. All unit rates either stated in the proposal or used as a basis for its pricing are required to be all-inclusive. Additional charges, unless incurred for additional work performed by request of the Owner, are not to be billed and will not be paid.

Statutory and Other Requirements

Compliance with Laws

The Respondent must agree to comply with the non-discrimination provisions and all other laws and regulations applicable to the performance of services there under. The Respondent shall sign and acknowledge such forms and certificates as may be required by this section.

Mandatory Affirmative Action Compliance

No firm may be issued a contract unless it complies with the Affirmative Action requirements of P. L. 1975, C. 127 as identified in the documents attached hereto.

Americans with Disabilities Act of 1990

Discrimination on the basis of disability in contracting for the delivery of services is prohibited. Respondents are required to read the American with Disabilities language that is part of the documents attached hereto and agree that the provisions of Title II of the Act are made part of the contract. The Respondent is obligated to comply with the Act and hold the Owner harmless.

Stockholder Disclosure

No corporation or partnership shall be awarded any contract for the performance of any work or the furnishing of any goods, unless, with receipt of the proposal of said corporation or partnership, there is submitted a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own ten (10) percent or greater interest therein. The Respondent shall complete and submit the form of statement that is included in this RFP.

Non-Collusion Affidavit

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

N.J. Business Registration Certificate

Certificate required pursuant to C57, PL2004.

Insurance and Indemnification

If it becomes necessary for the successful Respondent, either as principal or by agent or employee, to enter upon the premises or property of the Owner, the successful Respondent hereby covenants and agrees to take use, provide and make all proper, necessary and sufficient precautions, safeguards, and protection against the occurrence of happenings of any accident, injuries, damages, or hurt to person or property during the course of the work herein covered and his/her sole responsibility.

The successful Respondent further covenants and agrees to indemnify and save harmless the owner from the payment of all sums of money or any other consideration(s) by reason of any, or all, such accidents, injuries, damages, or hurt that may happen or occur upon or about such work and all fines, penalties and loss incurred for or by reason of the violation of any owner regulation, ordinance or the laws of the State, or the United States while said work is in progress.

The successful Respondent shall maintain sufficient insurance to protect against all claims under Workers Compensation, General Liability and Automobile and shall be subject to approval for adequacy of protection and certificates of such insurance shall be provided. The minimum amount of insurance to be provided by the successful Respondent shall be $1,000,000.00 for each claim and $1,000,000.00 aggregate each policy period.

Multiple Proposals Not Accepted

More than one proposal from an individual, a firm or partnership, a corporation or association under the same or different names shall not be considered.

Failure to Enter Contract

Should the Respondent, to whom the contract is awarded, fail to enter into a contract within ten (10) days, Sundays and holidays excepted, the Owner may then, at its option, accept the proposal of another Respondent.

Commencement of Work

The successful Respondent agrees to commence work after the date of award by the Owner and upon notice from the Using Department.

Termination of Contract

If, through any cause, the successful Respondent shall fail to fulfill in a timely and proper manner obligations under the Contract or if the successful Respondent violates any

requirements of the Contract, the Owner shall thereupon have the right to terminate the Contract by giving written notice to the contractor of such termination at least thirty (30) days prior to the proposed effective date of the termination. Such termination shall relieve the Owner of any obligation for the balances to the successful Respondent of any sum or sums set forth in the Contract.

Payment

Invoices shall specify, in detail, the period for which payment is claimed, the services performed during the prescribed period, and the amount claimed for services performed.

The Owner may withhold all or partial payments on account of subsequently discovered evidence including but not limited to the following:

Deliverables not complying with the project specification;
Claims filed or responsible evidence indicating probability of filing claims;
A reasonable doubt that the Contract can be completed for the balance then unpaid.

When the above grounds are removed, payment shall be made for amounts withheld because of them.

Ownership of Material

The Owner shall retain all of its rights and interest in any and all documents and property both hard copy and digital furnished by the Owner to the successful Respondent for the purpose of assisting the successful Respondent in the performance of this Contract. All such items shall be returned immediately to the Owner at the expiration or termination of the Contract or completion of any related services, pursuant thereto, whichever comes first. None of the documents and/or property shall, without the written consent of the Owner, be disclosed to others or used by the successful Respondent or permitted by the successful Respondent to be used by their parties at any time except in the performance of the resulting Contract.

Ownership of all data, materials and documentation originated and prepared for the Owner pursuant to this Contract shall belong exclusively to the Owner. All data, reports, computerized information, programs and materials shall be delivered to and become the property of the Owner upon completion of the project. The successful Respondent shall not have the right to use, sell, or disclose the total of the interim or final work products, or make available to third parties, without the prior written consent of the Owner. All information supplied to the Owner may be required to be supplies on CD-ROM media compatible with the Owner's computer operating system, windows based, Microsoft Office Suite 2000.

Scope of Work

If a firm or company is the entity submitting a proposal, at least one of the principals must meet the requirement listed below.

Borough Attorney

Professional legal services for the Borough Committee, Borough Administrator/Clerk, and other departments, offices, agencies, boards and commissions within the Borough of Watchung.

The following are the minimum threshold requirements that will be utilized for solicitation of persons and/or firms to be considered for the above:

1. Admission to the New Jersey Bar for a minimum of ten (10) years.
2. Has a multi-disciplinary law practice in the area of civil matters for a minimum of ten (10) years.
3. Has experience in appearing before administrative agencies and the courts.
4. Has demonstrable experience in the representation of public bodies, including but not limited to, Counties, Municipalities, State of New Jersey or Boards or instrumentalities of the County and the State.
5. Has experience with real estate closings and obtaining reimbursement from Green Acres funding, Planning Incentive Grants and other similar funding programs.
6. Has experience in condemnation matters, land use matters, real estate tax appeals, and environmental matters.

Labor Attorney

For the purpose of undertaking negotiations of uniformed and non-uniformed collective bargaining units within the Borough of Watchung and to provide advice and assistance concerning various labor matters and issues to the Borough of Watchung, the Borough Administrator and the Borough Council, as well as all litigation/quasi-litigation before Federal and State courts, Public Employee Relations Commission, and other Federal/State agencies.

The following are the minimum threshold requirements that will be utilized in the solicitation of persons and/or firms to be considered for the above:

1. Admission to the New Jersey Bar for a minimum of ten (10) years.

2. Has a concentrated law practice in the field of State and Federal Labor Law for a minimum of ten (10) years.
3. Can demonstrate experience and representation of governmental entities in all labor-related matters, including negotiations for at least five (5) years.
4. Has a minimum of five (5) years experience in appearing before the Public Employee Relations Commission and the Office of Administrative Law and Superior Court in labor matters.

The Labor Relations Counsel shall be a licensed attorney at law of New Jersey, but need not be a resident of the Borough of Watchung. Upon assignment, the Attorney shall represent the Borough in judicial and administrative labor relations proceedings in which the Borough or any of its officers or agencies may be a party or have an interest. The Attorney shall give legal counsel and advice as it relates to matters of labor law and bargaining unit agreements, in particular with regard to Police and Dispatch unions and demonstrate their experience in these particular areas by providing a listing of each police and/or dispatch collective bargaining agreement the attorney has negotiated. The Attorney shall give legal counsel and advice as it relates to matters of general labor law and employee practices and policies, where required by the Borough. The Counsel shall draft or approve as to form and sufficiency all labor-related legal documents and contracts, executed or adopted by or on behalf of the Borough. With appropriate approval, conduct appeals from orders, decisions or judgments affecting any labor interest of the Borough. Render opinions in writing upon any question of law submitted to the Attorney by the Mayor, or the Administrator or department heads working in conjunction with aforesaid municipal officials.

Bond Counsel

Providing all professional legal services necessary for the issuance of bonds and/or notes for the municipality and all legal services preparation work that is required, providing advice to the Borough Council, Borough Administrator, Chief Financial Officer, and Borough Attorney of all proceedings necessary for the issuance of bonds and/or notes and coordination of legal activities required for the completion of such work.

The following minimum threshold requirements that will be utilized in the solicitation of persons and/or firms to be considered for the above:

1. Admission to the New Jersey Bar for a minimum of ten (10) years.
2. Ten (10) years experience in practice as Bond Counsel to New Jersey Municipalities.
3. Experience in federal tax matters that govern municipal obligations.

Planning Board Attorney

Professional legal services as counsel to the Watchung Planning Board and to provide legal services to the Planning Board and the Planner.

The following are the minimum threshold requirements that will be utilized for solicitation of persons and/or firms to be considered for the above:

1. Admission to the New Jersey Bar for a minimum of ten (10) years.
2. Has a multi-disciplinary law practice in the area of civil matters for a minimum of ten (10) years.
3. Has experience in the representation of County and/or Municipal Planning Boards for a minimum of (5) years and knowledge of the Municipal Land Use Law (MLUL) and Borough of Watchung land use ordinances, regulations and procedures..
4. Has demonstrable experience in the representation of public bodies, including but not limited to, Counties, Municipalities, State of New Jersey or Boards or instrumentalities of the County and the State.

Board of Adjustment Attorney

Professional legal services as counsel to the Watchung Borough Zoning Board of Adjustment and to provide legal services to the Zoning Board of Adjustment and the Borough Zoning Office.

The following are the minimum threshold requirements that will be utilized for solicitation of persons and/or firms to be considered for the above:

1. Admission to the New Jersey Bar for a minimum of ten (10) years.
2. Knowledge of the Municipal Land Use Law (MLUL) and Borough of Watchung land use ordinances, regulations and procedures..
3. At least five (5) years experience in municipal zoning and land use matters.

Prosecutor

For professional legal services as Prosecutor in the Municipal Court.

The following minimum threshold requirements that will be utilized in the solicitation of persons and/or firms to be considered for the above:

1. Admission to the New Jersey Bar for a minimum of ten (10) years.
2. Three (3) years experience as a Prosecutor, Assistant Prosecutor, Special Prosecutor, or Alternate Prosecutor in the New Jersey Municipal Court or Superior Court system.

Municipal Auditor

The provision of auditing services including performing the annual audit as required by New Jersey statutes, audit of other books and accounts that may required by federal or state agencies or law, and review of annual budget, financial and debt statements prior to their filing. Audit consulting services as required.

The following minimum threshold requirements that will be utilized in the solicitation of persons and/or firms to be considered for the above:

1. Currently licensed as a Registered Municipal Accountant (RMA) in the State of New Jersey.
2. Minimum of ten (10) years proven experience and knowledge in the field of municipal accounting and audits.

Consulting Borough Engineer / Professional Planner

The provision of general engineering services, including engineering design, Municipal Land Use Law (MLUL) consulting services, surveying, environmental assessments, and other engineering consulting services as needed.

The following minimum threshold requirements that will be utilized in the solicitation of persons and/or firms to be considered for the above:

1. Minimum of ten (10) years experience as a municipal engineer.
2. All applicable licenses to perform general engineering services in New Jersey.
3. Expertise in engineering design, road construction, MLUL experience, planning and landscaping engineers on staff, experience in environmental studies assessments, GIS, materials testing, surveying, traffic studies, and drainage regulations.

Planning Board Engineer

The provision of Planning Board engineering services, including engineering design review, Municipal Land Use Law (MLUL) consulting services, surveying, environmental assessments, geotechnical, landscaping and other engineering services as needed.

The following minimum threshold requirements that will be utilized in the solicitation of persons and/or firms to be considered for the above:

1. Minimum of ten (10) years experience as board engineer.
2. All applicable licenses to perform general engineering services in New Jersey.
3. Expertise in engineering design review of complex major site plans and subdivisions with respect to overall design, roadway layout, lot layout and

circulation, drainage facilities and downstream impact, traffic impacts, off-tract improvements, Map Filing law, and compliance with Borough ordinances.

Board of Adjustment Engineer / Professional Planner

The provision of Zoning Board of Adjustment engineering and professional planner services, including engineering design review, Municipal Land Use Law (MLUL) consulting services, surveying, environmental assessments, geotechnical, landscaping and other engineering services as needed.

The following minimum threshold requirements that will be utilized in the solicitation of persons and/or firms to be considered for the above:

1. Minimum of ten (10) years experience as board engineer.
2. All applicable licenses to perform general engineering and professional planner services in New Jersey.
3. Expertise in engineering design review of complex major site plans and subdivisions with respect to overall design, roadway layout, lot layout and circulation, drainage facilities and downstream impact, traffic impacts, off-tract improvements, Map Filing law, and compliance with Borough ordinances.

Proposal Requirements

Qualification Statement

A statement is to be provided by the Respondent who will serve as the primary contractor. The statement shall set forth brief details of the firm's principal activities and the firm's location. Please provide a list of clients for whom similar services have been provided. Include the following in your response.

Key Personnel Information

The Respondent shall provide the identity and the credentials of the principals and other key personnel working for the Respondent and their areas of responsibilities.

Proposal Forms

The following forms are contained in the attachments. All forms are required and shall be completed and made part of the proposal submitted.

1. Proposal Checklist
2. Non-Collusion Affidavit
3. Stockholder Disclosure
4. Affirmative Action Statement
5. Acknowledgement of Receipt of Addenda

Location of Servicing Office

The proposal must list the location and address of the present, active office that will service and manage this Contract.

Evaluation, Review and Selection Process

Proposals to Remain Subject to Acceptance

RFP responses shall remain open for a period of sixty (60) calendar days from the stated submittal date. The Owner will either award the Contract within the applicable time period or reject all proposals.
The Owner may extend the decision to award or reject all proposals beyond the sixty (60) calendar days when the proposals of any Respondents who consents thereto may, at the request of the Owner, be held for consideration for such longer period as may be agreed.

Rejection of Proposals

The Owner reserves the right to reject any or all proposals, or to reject any proposals if the evidence submitted by, or investigation of such respondent fails to satisfy the Owner that such Respondent is properly qualified to carry out the obligations of the RFP and to complete the work contemplated therein. The Owner reserves the right to waive any minor informality in the RFP.

Evaluation Process

An evaluation team, consisting of the Borough Council's Personnel Committee and the Borough Administrator, will review all proposals to determine if they satisfy the RFP requirements, to determine if a proposal should be rejected and evaluate the proposals based upon the Evaluation Criteria. The most advantageous proposal, based on price and other factors as detailed in the evaluation criteria, will then be recommended to the governing body or appointing authority for award of contract. In specific areas multiple contracts may be awarded.

Evaluation Criteria

The criteria considered in the evaluation of each proposal follows. The arrangement of the criteria is not meant to imply order of importance in the selection process. All criteria will be used to select the successful Respondent.

Understanding of the Requested Work

The proposals will be evaluated for general compliance with instructions and requests issued in the RFP. Non-compliance with significant instructions shall be grounds for disqualification of proposals.

Knowledge and Technical Competence

This includes the ability of the Respondent to perform all of the tasks and fulfill adequately the stated requirements, in addition to knowledge of the Borough of Watchung.

Management, Experience and Personnel Qualifications

Expertise of the firm shall be demonstrated by past contract successes providing government agencies with similar services. The Respondent will be evaluated on knowledge, experience, prior collaboration and successful completion of projects/services similar to that requested in this RFP. In additional to relevant experience, Respondents shall provide personnel qualifications in the proposal.

Ability to Complete the Services in a Timely Manner

This is based on the estimated duration of the tasks and the Respondent's ability to accomplish these tasks as stated.

Cost

Borough Attorney- The Borough of Watchung has established a rate of not more than $165.00 per hour for all legal services required. Services billed at this rate shall include, but not be limited to, attendance at regular, special and emergency meetings of the Borough Council, telephone calls, correspondence, legal research, preparation of ordinances, resolutions and contracts, negotiations, meetings, hearings, litigation and other services rendered on behalf of the Borough of Watchung.

Labor Attorney - The Borough of Watchung has established a rate of not more than $165.00 per hour for all legal services required. Services billed at this rate shall include, but not be limited to, telephone calls, correspondence, legal research, preparation of ordinances, resolutions and contracts, negotiations, meetings, hearings, litigation and other services rendered on behalf of the Borough of Watchung. Any additional charges not included above must be so noted and must accompany this submission.

Bond Counsel - The Borough of Watchung has established a rate of not more than $150.00 per hour for all legal services required. Services billed at this rate shall include, but not be limited to, telephone calls, correspondence, legal research, resolutions and contracts,

negotiations, attendance at meetings, hearings, litigation and other services rendered on behalf of the Borough of Watchung. Rates or fees for other bond/note preparatory services must accompany this submission.

Board Attorneys- The Borough is requesting a flat rate for meeting attendance as well as an hourly rate. Services billed at this rate shall include, but not be limited to telephone calls, correspondence, legal research, preparation of ordinances, resolutions, negotiations, meetings, hearings, litigation and other services rendered on behalf of the Borough of Watchung Planning and Zoning Boards. The flat meeting rate will only be paid if there is a meeting held during the month. In the event of a meeting cancellation, services involved with the preparation for the meeting will be paid at the hourly rate. The hourly rate will also be used for services in addition to the monthly meetings as well as work to be billed to escrow accounts.

Engineering Services – Submission of rate schedule for all licensed professional and technical staff required. Any additional charges not included in the rate schedule must be so noted and must accompany this submission.

Auditing Services – Submission of a cost proposal for preparation and delivery of the annual audit, financial statements, and the annual budget, and a rate schedule for other services.

Prosecutor – Please submit a cost proposal for providing prosecution services for the Borough of Watchung and a proposal to provide the services for Watchung as well as the Township of Green Brook.

Payment

Payment will be made on presentation of Owner's voucher duly signed and executed.

Term of the Contract one year.

Notice of Award

The successful Respondent will be notified of the award of Contract upon a favorable decision by the appointing authority.

Contracts for award of "open and fair" procurements for professional services will be prepared by the Borough Clerk.

Proposal Checklist

The following checklist is provided as assistance to the development of the RFP Response.
It in no way supersedes or replaces the requirements of the RFP. Please initial on the lines below for each document/section attesting to the fact that you have read and/or included the documents with your RFP.

Administrative Conditions and Requirements	_____
Scope of Work	_____
Qualification Statement	_____
Proof of Licensure	_____
References	_____
Evaluation Criteria	_____
Acknowledgement of Receipt of Addenda	_____
Non-Collusion Affidavit	_____
Stockholder Disclosure	_____
Affirmative Action Mandatory Language	_____
Americans with Disabilities Act Mandatory Language	_____
Business Registration Certificate to be supplied with RFP	_____

Acknowledgement of Receipt of Addenda

The undersigned respondent hereby acknowledges receipt of the following Addenda:

Addenda Number	Dated
_____	_____
_____	_____
_____	_____

Signed: _____

Title: _____

Printed Name: _____

Date: _____

Company: _____

Posting Will Be On Internet

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 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 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 employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. l7:27-5.2, 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 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 applicable 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 Div. of Contract Compliance & EEO 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 Div. of Contract Compliance & EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27**.

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. 17:27-1 et seq.

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) provided by the Division and distributed to the public agency to be completed by the contractor 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. 17:27.1 et seq. 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. 17:27-1 et seq.

COMPANY: _____ SIGNATURE: _____

PRINT NAME:_____ TITLE: _____

DATE: _____

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

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

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

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

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

NON COLLUSION AFFIDAVIT

STATE OF NEW JERSEY
COUNTY OF ss:

I, of the City of
in the County of and the State of
of full age, being duly sworn according to law on my oath depose and say that:

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

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

_____
(name of contractor)

Subscribed and sworn to

before me this _____ day
of_____ , _____.

_____
(Also type or print name of affiant under signature)

_____
Notary public of
My Commission expires _____.

STOCKHOLDER DISCLOSURE CERTIFICATION

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

Failure of the bidder/respondent to submit the required information is cause for automatic rejection.

CHECK ONE:

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

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

LEGAL NAME OF BIDDER:_____

Check which business entity applies:

☐ Limited Partnership ☐ Subchapter S Corporation ☐ Limited Liability Corporation

☐ Partnership ☐ Corporation ☐ Sole Proprietorship

☐ Limited Liability Partnership ☐ Other_____

Complete if the bidder/respondent is one of the 3 types of Corporations:

Date Incorporated:_____ Where Incorporated:_____

BUSINESS ADDRESS:

/

Street Address City State Zip

/

Telephone # Fax#

Listed below are the names and addresses of all stockholders, partners or individuals who own ten (10) percent of more of its stock of any classes, or who own ten (10) percent or greater interest therein.

Name	Address
Name	Address

CONTINUE ON ADDITIONAL SHEET IF NECESSARY: YES ☐ NO ☐

Signature_____ Date_____

Printed Name & Title_____

Revised Contract Language for BRC Compliance

Goods and Services Contracts (including purchase orders)

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

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

1) the contractor shall provide written notice to its subcontractors and suppliers to submit proof of business registration to the contractor;

*2) subcontractors through all tiers of a project must provide written notice to their subcontractors and suppliers to submit proof of business registration and subcontractors shall collect such proofs of business registration and maintain them on file;

3) prior to receipt of final payment from a contracting agency, a contractor must submit to the contacting agency an accurate list of all subcontractors and suppliers* or attest that none was used; and,

4) during the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into this State.

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

ALERT
FAILURE TO INCLUDE A COPY OF YOUR
NEW JERSEY BUSINESS REGISTRATION CERTIFICATE
IS CAUSE FOR MANDATORY REJECTION OF YOUR PROPOSAL

PROPOSAL

To Borough of Watchung:
The undersigned declares that he/she has read the Request For Proposal attached, that he/she has determined the conditions affecting the proposal and agrees, if this proposal is accepted, to furnish and deliver services per the attached schedule of fees for the following:

Company Name _____

Federal I.D. or Social Security # _____

Address _____

_____

Signature of Authorized Agent _____

Type or Print Name _____

Title: _____

Date _____

Telephone Number _____

Fax Number _____

E-mail address _____