

From: Lisa Russo
Sent: Friday, September 11, 2020 8:19 AM
To: Nellie Sowell
Subject: Fw: OPRA request - Rainone Coughlin Minchello Contract and Bills

From: Charlie Kratovil <opra+request-16623-af3d6dba@requests.opramachine.com>
Sent: Friday, September 11, 2020 5:05 AM
To: Lisa Russo
Subject: OPRA request - Rainone Coughlin Minchello Contract and Bills

Dear North Brunswick Township,

Under OPRA and the common law right of access, please provide:

- 1) copy of the current contract with Rainone Coughlin Minchello LLC for services to your government, including redevelopment agency, library board, rent leveling board, fire district(s), and other authorities within your jurisdiction.
- 2) copies of bills, invoices or other records sufficient to show the services rendered and total amount(s) billed by Rainone Coughlin Minchello for the year 2019.

Yours faithfully,

Charlie Kratovil

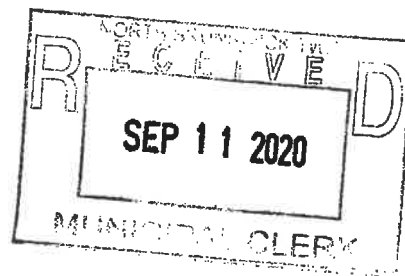
Please use deliver records electronically via email to the below UNIQUE address for all replies to this request:
opra+request-16623-af3d6dba@requests.opramachine.com

Is lrusso@northbrunswicknj.gov the wrong address for OPRA requests to North Brunswick Township? If so, please contact us using this form:
https://opramachine.com/change_request/new?body=north_brunswick_township



Ask us to update the email address for North Brunswick Township - OPRAmachine

opramachine.com



Disclaimer: This message and any reply that you make will be published on the internet. Our privacy and copyright policies:
<https://opramachine.com/help/officers>

View this OPRA request & responses online:
https://opramachine.com/request/rainone_coughlin_minchello_contr_7



Township of North Brunswick Middlesex County, New Jersey

Contract PRO20003

**TOWNSHIP ATTORNEY
2020 CALENDAR YEAR**

**RONALD GORDON, ESQ.
RAINONE COUGHLIN MINCHELLO, LLC**

Authorizing Resolution: 1-1.20
Authorization Date: January 1, 2020

MAYOR FRANCIS "MAC" WOMACK

Ralph Andrews	Council President
Carlo Socio	Council Member
Bob Davis	Council Member
Bob Corbin	Council Member
Amanda Guadagnino	Council Member
William Lopez	Council Member

Lisa Russo Township Clerk

Kathryn Monzo Business Administrator

Ronald Gordon, Esq. Township Attorney

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Contract Title:	Township Attorney
Contract Number:	PRO20003
Authorizing Resolution:	1-1.20
Authorizing Amount:	\$280,000.00
Notice of Award Date:	January 1, 2020
Notice to Proceed Date:	January 1, 2020 (Contract Start Date)
Contract Term:	January 1, 2020 – December 31, 2020 One Year (Number of Years)
Optional Extension Period:	N/A
Municipal Representative:	Kathryn Monzo, Business Administrator (Name) (732) 247-0922 ext. 435 kmonzo@northbrunswicknj.gov (Number / Email)
Contractor Representative:	Ronald H. Gordon, Esq. Rainone Coughlin Minchello, LLC (Name) (732) 709-4182 rgordon@njrcmlaw.com (Number / Email)

THIS AGREEMENT, including all Sections which are incorporated herein and made a part hereof, dated on January 1, 2020 is made between the Township of North Brunswick with offices located at 710 Hermann Road, North Brunswick, New Jersey 08902 hereinafter referred to as "Township" or "Owner"; and Rainone Coughlin Minchello, LLC with offices at 555 US Highway One South Suite 440 Iselin, NJ 08840 hereinafter referred to as "Professional" and identified individually and collectively as the "Party" or "Parties".

Witnesseth: that Owner and Contractor in consideration of the promises and mutual covenants hereafter set forth, agree as follows:

WORK: The Contractor shall perform all Work in accordance with the Specifications.

CONTRACT DOCUMENTS: The Contract Documents which comprise this Agreement between the Owner and Contractor are attached hereto and made a part hereof and consist of the following Sections:

1. This Agreement (Contract)
2. RFP Documents - including Instructions and Specifications
3. Professional's Proposal Submission - including any Manufacture Material
4. Agreed Clarification Statements / Drawings
5. Resolution of the Township Authorizing Award of Contract
6. Notice of Award
7. Executed Checklist Documents
8. Notice to Proceed
9. Correspondence Relating to Contract Terms
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EXTENT OF SERVICES

The services to be provided by the Professional are defined within the sections of this contract attached hereto and made a part hereof.

STATUS OF PROFESSIONAL, HIS ASSOCIATED FIRM AND EMPLOYEES

1. The Professional, when engaged in the performance of his/her duties and services related to any duty or responsibility imposed on the Professional by any Government statute, law, regulation or ordinance (including specific services described herein) shall be acting as an independent consulting agent to the Township and shall be entitled to all rights, privileges and immunities normally accorded to such Professional by virtue of the Professional's status as an independent consulting agent of North Brunswick.
2. North Brunswick, subject to appropriation of funds, authorizes the Professional to secure any and all Professional, technical and non-technical staff which may from time to time be necessary in the performance of the services required. It is agreed and understood that services will be provided and certain functions will be performed on behalf of North Brunswick, pursuant to the terms of this proposal, by employees of the Professional's associated firm.
3. The Professional, technical and non-technical staff referred to in this section, Paragraph 2, when they are engaged on behalf of North Brunswick, in the performance of duties and services referred to herein, shall be deemed as independent contractors under this professional services contract.

PROFESSIONAL'S RESPONSIBILITIES:

1. To furnish all material, to fully and faithfully perform and execute all work in accordance with the Contract Specifications, and to furnish all labor, tools, implements, machinery, forms and transportation necessary and proper for the completion of printed forms in accordance with the RFP Specifications at the prices listed in the proposal submitted.
2. The professional represents that it has or will secure at its own expense all personnel, equipment, materials, books, secretarial services, utilities and other materials in providing services under this contract. Such personnel shall not be employees of or have any contractual relationship with the owner. All services required hereunder will be performed by the professional or under the professional's supervision where a subcontractor is so authorized.
3. To designate a person to act as the "Professional Representative" with respect to the work to be performed under this contract with such individual to have full authority to act on behalf of the contractor.
4. To stand ready to explain and defend, under the terms of this contract, the compensation presented and all work completed.
5. To provide, at the request of the owner, such supplementary proposals as may be requested.
6. To arrange for the Township to examine all cost records relating to the work provided.

TOWNSHIP RESPONSIBILITIES:

1. To provide the Professional with full information as to North Brunswick's requirements and with full access to information, records, and location(s) as necessary to complete the work provided under the terms of this contract.
2. To designate a person to act as the "Municipal Representative" with respect to the work to be performed under this contract with such individual to have full authority to act on behalf of the Township.
3. To authorize and direct committees, employees, and agents of the Township to consult with the professional upon the request of the contractor as to any and all matters relating to the work under the terms of this contract.
4. In general, all goods and/or services provided under this Agreement are expected to be performed in a professional and timely manner. If any deficiency from this standard is noted, the Municipal Representative shall communicate to the professional in writing and work towards necessary action to cure such deficiency, up to presenting findings to the governing body that may lead to termination of the contract.
5. To submit to the Professional all relevant applications, plans, reports and documents prepared by others within such time so as to give the Professional ample opportunity to properly review same and consult with respect thereto and to make any necessary reports to North Brunswick, without the Professional causing undue delay in the progress of any work of North Brunswick, its officers, employees or agents.
6. The Township acknowledges that although the Professional is to cooperate with and make recommendations to the Township with respect to matters related to the services provided by the Professional, the final decisions are to be made by the Township.

The Professional shall not be liable in any way for any discretionary decision of the Township (or consequences thereof) which (i) are not in accordance with the Professional's advice, or (ii) are based on or related to any failure on the part of the Township to accept or follow any recommendations of the Professional. The Township hereby releases the Professional from any and all liability and waives any and all claims against the Professional arising out of or relating to any such discretionary decisions or the consequences thereof, and agrees to indemnify, defend, and save harmless the Professional against loss, liability, claim, damage, and expense, including reasonable counsel fees, arising out of or relating to any such discretionary decisions or the consequences thereof.

PAYMENT FOR SERVICES

1. All services outlined shall be billed monthly showing hourly rates and reimbursable expenses, in an amount not to exceed \$280,000.00 for general matters exclusive of supplemental authorizations.
2. Vouchers or invoices must be rendered monthly for services performed. Such billings shall be due within thirty (30) days of the date of receipt by the Township.
3. Included within the not to exceed amount are reimbursable direct charges which include disbursements that are actual expenses incurred by the Professional and/or his associated firm in connection with providing said service to the municipality. Reimbursable expenses include the following:
 - 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 North Brunswick.
 - c. Point-to-point travel at the IRS Standard Mileage Rate (currently 57.5 cents per mile) not to exceed \$50.00 per round trip.
 - d. Payment of permit fees, application fees, review fees and similar charges.
 - e. Outside printing, reproduction, binding, collating and other graphic services.
 - f. Messenger service, postage and handling of drawing and specifications, reports, contracts and other bulky items.
4. The Professional must submit monthly claims for expenses in compliance with North Brunswick's Code Book, Chapter 6: CLAIMS PROCEDURE.
5. Professional, upon performing services totaling 70% of the encumbered amount whether all such services have been billed or not shall provide the Township and the Township of North Brunswick with an estimate as to whether additional funds are anticipated to be necessary to conclude the matter. If such additional funds are necessary, the Professional shall provide an estimated amount thereof. Any additional funds necessary to conclude the matter shall be authorized by a new or amended Professional Service Resolution, adopted by the Township. If the Professional determines in accordance with the provisions hereof that, having expended 70% of the encumbered amount that the remaining 30% will be insufficient to complete the tasks set forth in this professional services contract, the Professional shall immediately notify the Township requesting that the Township approve an amended Professional Service Budget and Resolution prior to the rendering of any additional services beyond the encumbered amount. The Township shall not be responsible for the payment of any sums in excess of the original encumbered amount unless there has been compliance with this paragraph.

OWNERSHIP OF DOCUMENTS:

All plans, specifications, reports and other documents provided and submitted to the Township under this contract shall remain with the Township for use in current or future programs. Unless the owner directs otherwise, the contractor shall provide one (1) reproducible record set of reports and documents. At the completion of work or in the event of termination, all work sheets and internal office communications of the contractor, including drawing, calculations, field notes and memoranda are and shall remain the property of the contractor, as instruments of work provided. The owner, at its expense, may obtain reproducible record prints of any reports, drawings and copies of any and all documents. The contractor will provide the owner, or its representatives, access to files during normal working hours for the purpose of determining the extent of necessary duplication.

CHANGES AND AMENDMENTS:

The professional or owner may recommend, from time to time, changes in quantities, work performed, services rendered, materials, supplies or equipment delivered or provided under the terms of the contract. Such changes shall be authorized and follow the procedures established under the Local Public Contracts Law Application of N.J.A.C.

5:30-11.1 et seq. "Change Orders and Open-End Contracts". No amendment which increases contract quantities or changes the amount authorized shall be valid or binding upon the owner until duly authorized by formal action of the governing body. The governing body shall be required to authorize all change orders, except that minor modifications that result in no increase to the authorization may be negotiated with the municipal representative.

TERMINATION FOR CAUSE:

Either Party may terminate this Agreement with cause upon providing ninety (90) days prior written notice to the other Party. Cause for termination shall be defined as the repeated and persistent failure of one Party to address any deficiency in expected services and after a public presentation to the Governing Body, and the Governing Body's inability to resolve such deficiency. Notices relating to termination shall be sent by certified mail, return receipt requested, to the attention of the Township Business Administrator – Purchasing Division and Professional, respectively, as the addresses set forth hereinbelow.

FORMAL NOTICES:

All formal notices issued under the terms of this instrument shall be given and shall be complete by mailing such notices by certified or registered mail, to the address of the following parties as shown:

Township of North Brunswick
710 Hermann Road
North Brunswick, NJ 08902
Attn: Justine Progebin, Assistant Business Administrator

With a copy to: Ronald H. Gordon, Esq.
Rainone Coughlin Minchello, LLC
555 US Highway One South, Suite 440
Iselin, NJ 08840

AND

Rainone Coughlin Minchello, LLC
555 US Highway One South, Suite 440
Iselin, NJ 08840

COMPLIANCE WITH THE LAWS:

Each party hereto covenants and agrees to comply with local, State and Federal laws, rules and regulations applicable to this Agreement. In addition, it is agreed and understood that each party shall be governed by the rights and obligations contained within this Agreement as required in accordance with the laws of the State of New Jersey.

The terms as used in this Agreement can be further defined pursuant to the Local Public Contract Law N.J.S.A. 40A:11-2 et seq., unless the context otherwise indicates.

OTHER REPRESENTATIONS:

1. The Contract Documents constitute the entire agreement between owner and professional and may only be altered, amended or repealed by a duly executed written instrument.
2. Neither the owner nor professional shall, without prior written consent of the other, assign or sublet in whole or in part his interest under any of the contract documents; and specifically, contractor shall not assign any moneys due or to become due without the prior written consent of owner.
3. The owner and professional each binds himself, his partners, successors, assigns and legal representatives to the other party hereto in respect to all covenants, agreements and obligations contained in the Contract Documents.
4. The terms and conditions outlined within the Township's RFP documents shall prevail over any conflicts set forth in the professional's proposal submission.
5. Partial Invalidity. If any provision of this Agreement shall be adjudicated by a court of competent jurisdiction as invalid, unenforceable or inapplicable with respect to any party herein, the remainder of this Agreement or the application of such provision to persons other than those as to which it is held invalid or unenforceable, shall not be affected and each provision of this Agreement shall be valid and be endorsed to the fullest extent permitted by Law.
6. Survival of Obligations. Each party's obligations shall survive the expiration or earlier termination of this Agreement.

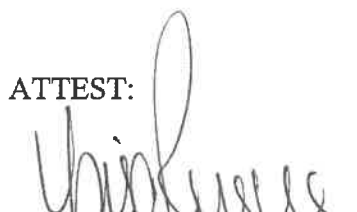
ORAL MODIFICATION:

This Contract may not be modified or changed orally.

AUTHORIZATION OF CONTRACT:

This Contract has been authorized by Resolution of the governing body of North Brunswick adopted at a meeting of the Mayor and Township Council of the Township of North Brunswick held on January 1, 2020.

ATTEST:

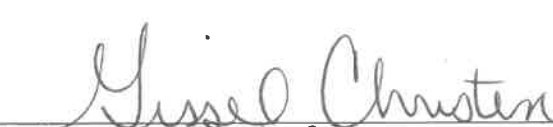

Lisa Russo, Clerk

TOWNSHIP OF NORTH BRUNSWICK


Mayor Francis "Mac" Womack, III

ATTEST:

Witness


Giselle Christen

RAINONE COUGHLIN MINCHELLO, LLC


Ronald H. Gordon, Esq.

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Township of North Brunswick
Middlesex County, New Jersey

PRO20003

MUNCIPAL LEGAL COUNSEL

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SUMMARY

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TOWNSHIP OF NORTH BRUNSWICK

Request for Proposals for Professional Services for 2020

The Township is soliciting Proposals from interested persons and/or firms for the provision of professional services listed below. The criteria will be tailored to each proposal under a competitive process to assure that each person and/or firm is provided an equal opportunity to submit a proposal. The selection of proposals will be subject to the provisions of the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq. and to the "New Jersey Local Unit Pay-to-Play", N.J.S.A. 19:44A-20.4 et seq.,

Proposals must be submitted to, and be received by, the Purchasing office of the Township of North Brunswick, Middlesex County, New Jersey at the North Brunswick Municipal Building, 710 Hermann Road, North Brunswick, New Jersey, via mail or hand delivery, by 11:00 a.m. Prevailing Time on November 13, 2019. Proposals will not be accepted by facsimile transmission or e-mail.

<u>CONTRACT NO:</u>	<u>DESCRIPTION:</u>
PRO20001	TOWNSHIP PLANNING BOARD LEGAL COUNSEL
PRO20002	PLANNING BOARD CONSULTING ENGINEERS
PRO20003	TOWNSHIP ATTORNEY
PRO20004	MUNICIPAL PROSECUTOR
PRO20005	PUBLIC DEFENDER
PRO20007	LABOR COUNSEL
PRO20008	BOND COUNSEL
PRO20009	CONSULTING ENGINEERS
PRO20010	MUNICIPAL AUDITOR
PRO20011	FINANCIAL ADVISOR
PRO20012	TAX APPEAL COUNSEL
PRO20013	APPRAISAL SERVICES FOR TAX ASSESSMENTS AS EXTRAORDINARY UNSPECIFIABLE SERVICES
PRO20014	WATER / WASTEWATER CONSULTING SERVICES AS EXTRAORDINARY UNSPECIFIABLE SERVICES
PRO20015	RISK MANAGEMENT
PRO20016	ENVIRONMENTAL ENGINEER
PRO20017	MUNICIPAL ARCHITECT
PRO20018	MECHANICAL ENGINEER
PRO20019	WASTEWATER COLLECTION OVERSIGHT CONSULTING SERVICES
PRO20020	ZONING BOARD CONSULTING ENGINEERS
PRO20021	TOWNSHIP ZONING BOARD LEGAL COUNSEL
PRO20022	OFF-TRACT ENGINEERING SERVICES FOR TOD ROADWAY IMPROVEMENTS RELATING TO THE TRANSIT VILLAGE
PRO20023	POLICE ACCREDITATION CONSULTING SERVICES
PRO20024	TRAFFIC ENGINEERING SERVICES
PRO20025	ENVIRONMENTAL LEGAL SERVICES
PRO20026	LANDSCAPE ARCHITECT

The Instructions for Proposals are filed in the office of the Purchasing Agent at 710 Hermann Road, North Brunswick, New Jersey and may be inspected by prospective respondents during regular business hours or downloaded from Township website at www.northbrunswicknj.gov under Public Notices.

Proposals must be submitted in the manner designated in the Instructions, must be enclosed in sealed envelopes bearing name and address of the bidder and the name of the work on the outside, addressed to the Township of North Brunswick.

Respondents are required to comply with the requirements of PL 1976 c. 127. (N.J.A.C. 17:27) and N.J.S.A. 10:5-31 et seq. The successful respondent shall be required to comply with the provisions of the New Jersey prevailing Wage Act, Chapter 150 of the Laws of 1963, effective January 1, 1974.

BY ORDER OF THE MAYOR AND TOWNSHIP COUNCIL OF THE TOWNSHIP OF NORTH BRUNSWICK.

Francis "Mac" Womack
Mayor

Lisa Russo
Township Clerk

Publication Location: Home News Tribune / My Central Jersey.com – A Gannett Company

Publication Date: October 11, 2019

SUMMARY

For the upcoming calendar year it is necessary for the Township of North Brunswick to engage legal, financial, consulting, environmental and engineering professionals and to engage the services of appraisers for tax assessments as an extraordinary unspecifiable service.

Services shall be procured in formal manner under N.J.S.A. 40A:11-4.1a et under both a fair and open and competitive process to assure that each person and/or firm is provided an equal opportunity to submit a proposal.

All of the proposal documents for the aforesaid professional services shall be prepared and published in accordance with N.J.S.A. 19:44A-20.1 et seq. and all such proposals shall be evaluated on the basis of the most advantageous, all factors considered, including, but not limited to: (1) experience and reputation in the profession; (2) knowledge of the subject matter to be addressed under contract; (3) availability to accommodate any required meetings of the Township; (4) and any other factors if demonstrated to be in the best interest of the Township.

ANTICIPATED TIMELINE

October 7, 2019	Resolution authorizing the advertisement for the receipt of proposals
October 11, 2019	Notice of Request for Proposals published
October 11, 2019	RFP document available
November 13, 2019	RFP Reception
November 13, 2019 – December 31, 2019	Department/Legal Review of proposals received
January 1, 2020	Award of Contract

SCOPE OF SERVICES

Background:

The 12.3 square miles of North Brunswick, a township of approximately 40,742 citizens (U.S. Census Bureau, Census 2010), is comprised of a growing number of residential, industrial and commercial firms, radiating from Route 1 and Route 130 interchange.

The Township operates under a Mayor Council Administrator Plan, created by N.J.S.A. 40:69A-149.1 et seq. Under this plan, the Mayor and six Council Members are elected at partisan elections for terms of four years and three years, respectively. Council terms are staggered; therefore, an election is held annually for the Township.

The Mayor, who has the responsibility of implementing the policies and direction of the Township Council, exercises power over the Township. The Township Administrator functions as the liaison officer between the Township Council, municipal personnel and citizens of the Township. The Township Administrator is also responsible for implementation of administrative and legislative actions of the Mayor and Township Council.

The Public Service and Electric and Gas Co. provides natural gas and electricity. The Township owns its own water utility which provides services to the Township and its own sewer utility through which wastewater is discharged into the Middlesex County Utilities Authority system for final collection, treatment, and disposal.

The Township owns and maintains several municipal facilities including, but not limited to, the Municipal Complex, the Department of Public Works facility, the Parks facility, the Public Library, the Senior Center, and preserved over 175 acres of Open Space land of which is under continuous review and development.

Services:

The Township appoints on an annual basis a Township Attorney to assist the municipality in legal matters. The members of the firm and/or person(s) responding to this RFP should have experience in representing other municipal, state, county and other government entities. Responsibilities shall include assisting Township staff and perform duties as outlined in the Township's ordinance; attendance at regularly scheduled and special Council meetings and such meetings that may be required by the Mayor, Council or staff; assisting in preparation and review of bid documents for public contracts; assist in the preparation of ordinances and resolutions; review all resolutions and ordinances prior to Council Meetings; representation of the Township in the sale or purchase of real estate; defending the Township in all litigation matters where insurance fails or refuses to tender a defense; representation of Township's interest in affordable housing matters (formerly COAH), including preservation of deed restrictions through foreclosure, refinancing of mortgages on affordable units and providing counsel to and working with the Township's Municipal Housing Liaison and Administrative Agent; to the extent necessary, provide counsel on land use matters or land development ordinances, redevelopment, condemnation; defend Township, Mayor or Council in prerogative writ complaints as well as representation before any other public agencies or bodies. Applicants must have at least five (5) years demonstrated experience in Municipal Law and in the other areas of law referenced herein. The Applicant must have been duly admitted to the practice of law in the State of New Jersey for at least five years.

Firms and/or person(s) responding to this RFP shall be able to demonstrate herein that they have the knowledge to perform the duties of said appointment and meet the responsibilities that are required of the position.

SUBMISSION REQUIREMENTS

General Requirements

The proposal submitted by the Respondent must meet or exceed the professional, administrative and financial qualifications set forth in this Section II herein below and shall incorporate the information requested.

In addition to the information requested as described below, a Respondent may submit supplemental information that it feels may be useful in evaluating its proposal with regards to ability to provide legal counsel to the Township. Respondents are encouraged to be clear, factual, and concise in their presentation of information.

Administrative Information Requirements

The Respondent shall, as part of its proposal, 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 proposal.
2. Contact information including name, address and telephone number of the firm or firms submitting the proposal pursuant to this RFP, and the name of the key contact person.
3. 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 person(s) 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 (b) above for each member of the partnership, joint venture or similar organization.
4. The number of years your organization has been in business under the present name.
5. The number of years the business organization has been under the current management.
6. 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.
7. Any judgments, within the last three (3) years in which Respondent has been adjudicated liable for professional malpractice. If yes, please explain.
8. Whether the business organization is now or has been involved in any bankruptcy or reorganization proceedings in the last ten (10) years. If yes, please explain.
9. Confirm appropriate federal and state licenses to perform activities.
10. An executed copy of the approved Rate Schedule agreeing to the conditions and amounts (See Exhibit A)
11. An executed copy of the RFP Document Submission Checklist of necessary document submission required at the proposal reception date and items prior to entering into a contract.

Professional Information Requirements.

1. Respondent shall submit a description of its overall experience in providing the type of services sought in the RFP. At a minimum, the following information on past experience should be included as appropriate to the RFP:
 - a. Description and scope of work by Respondent.
 - b. Name, address and contact information of references.
 - c. Explanation of perceived relevance of the experience to the RFQ.
2. Describe the services that Respondent would perform directly.
3. Describe those portions of the Respondent's services, if any, that are sub-contracted out.
4. Resumes of key employees that will be designated to work with the Township.
5. A narrative statement demonstrating the Respondent understands the Township's needs and goals.
6. List all immediate relatives of Principal(s) of Respondent who are Township employees or elected officials of the Township. 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.

INSTRUCTIONS FOR REQUEST FOR PROPOSALS AND STATUTORY REQUIREMENTS

It is the intent of the Township to solicit proposals from Respondents that can demonstrate their qualifications in the expertise as detailed within the specifications. Firms and/or persons responding to this RFP shall be able to demonstrate that they will have the continuing capabilities to perform requested services.

SUBMISSION OF PROPOSALS

- A. Sealed proposals shall be received by the Township of North Brunswick, hereinafter referred to as "owner," in accordance with public advertisement as required by law, with a copy of said notice being attached hereto and made a part of these specifications.
- B. Sealed proposals will be received by the designated representative designated representative, date/time at the Municipal Complex located at 710 Hermann Road, North Brunswick, New Jersey 08902 as stated in the Notice to Bidders, and at such time and place will be publicly opened and read aloud.
- C. The proposal shall be submitted in a sealed envelope: (1) addressed to the owner, (2) bearing the name and address of the Respondent written on the face of the envelope, and (3) clearly marked "PROPOSAL" with the contract title and/or # of the contract being bid. The bidder shall include one original (unbound preferred) and one copy of its proposal in its bid submission.
- D. It is the Respondent's responsibility to present proposals to the owner prior to or at the time and at the place designated. Proposals may be hand delivered or mailed; however, the owner disclaims any responsibility for proposals forwarded by regular or overnight mail. Proposals sent by express mail or delivery service must either 1) include the designation in sub-section C, above on the outside of the express mail or service envelope; or 2) must be in a separate envelope inside the delivery envelope and the envelope marked as required above. Proposals received after the designated time and date will be returned unopened.

- E. Sealed proposals forwarded to the owner before the time of opening of proposals 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. Once proposals have been opened, they shall remain firm for a period of sixty (60) calendar days.

At the proposal reception there will be no determination of an award or rejection of proposals after the proposals are opened. Any information divulged at the proposal opening is not a final determination and is subject to the final action of the governing body.

The Purchasing Department has appointed an evaluation committee to assist in the evaluation of the proposals. Committees shall be subject to the following requirements of N.J.S.A. 40A:11-4.1 et seq. and N.J.A.C 5:34-4 et seq. The names of the individuals who serve as committee members shall not be publicly disclosed until the evaluation report is presented to the governing body.

The methodology for the awarding of this contract shall be based on an evaluation and ranking and will include a weighting of criteria, all developed in a way that is intended to meet the specific needs of the contracting unit, and where such criteria shall not unfairly or illegally discriminate against or exclude otherwise capable Respondents. When an evaluation methodology uses a weighting of criteria, the weighting to be accorded to each criterion will be disclosed to Respondents after the receipt of the proposals.

- F. More than one proposal from an individual, a firm or partnership, a corporation or association under the same names shall not be considered.
- G. All prices and amounts must be written in ink or preferably machine-printed. Proposals containing any conditions, omissions, unexplained erasures or alterations, items not called for in the proposal form, attachment of additive information not required by the specifications, or irregularities of any kind, may be cause for rejection by the owner in accordance with applicable law. Any changes, whiteouts, strikeouts, etc. in the bid must be initialed in ink by the person signing the proposal.
- H. Each proposal form must give the full business address, business phone, fax, e-mail if available, the contact person of the Respondent, and be signed by an authorized representative as follows:

- Proposals by partnerships must be signed in the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing.
 - Proposals by corporations must be signed in the legal name of the corporation, followed by the name of the State in which incorporated and must contain the signature and designation of the president, secretary or other person authorized to bind the corporation in the matter.
 - Proposals by sole-proprietorship shall be signed by the proprietor.
 - When requested, satisfactory evidence of the authority of the officer signing shall be furnished.
- I. Respondent should be aware of the following statutes that represent "Truth in Contracting" laws:
- N.J.S.A. 2C:21-34, et seq. governs false claims and representations by Respondents. It is a serious crime for the Respondent to knowingly submit a false claim and/or knowingly make material misrepresentation.
 - N.J.S.A. 2C:27-10 provides that a public servant commits a crime if said public servant solicits or receives a benefit directly or indirectly, for an official act performed or to be performed by a public servant, which is a violation of official duty.
 - N.J.S.A. 2C:27-11 provides that a Respondent commits a crime if said person, directly or indirectly, confers or agrees to confer any benefit not allowed by law to a public servant.
 - Respondent should consult the statutes or legal counsel for further information.
- J. Pay-to-Play Disclosure - Business entities are advised of their responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A.19:44A-20.27 if they receive contracts in excess of \$50,000 from public entities in a calendar year. Business entities are responsible for determining if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.
- K. Official Request for RFP packages are available from the owner's website at www.northbrunswicknj.gov at no cost to the prospective respondents. All addenda are posted on this site. Potential respondents are cautioned that they are responding at their own risk if a third party supplied the specifications that may or may not be complete. The owner is not responsible for third party supplied documents. Respondents are urged to register their contact information on the website so any addenda to these specifications can be sent to them.

INTERPRETATIONS AND ADDENDA

- A. The respondent understands and agrees that its proposal is submitted on the basis of the specifications prepared by the owner. The respondent accepts the obligation to become familiar with these specifications.
- B. Respondents are expected to examine the specifications and related RFP documents with care and observe all their requirements. Ambiguities, errors or omissions noted by respondents should be promptly reported in writing to the appropriate official. Any prospective respondent who wishes to challenge a proposal specification shall file such challenges in writing with the contracting agent no less than three business days prior to the opening of the proposals. Challenges filed after that time shall be considered void and have no impact on the contracting unit or the award of a contract pursuant to N.J.S.A. 40A:11-13. In the event the respondent fails to notify the owner of such ambiguities, errors or omissions, the respondent shall be bound by the requirements of the specifications and the respondent's submitted proposal.
- C. No oral interpretation and or clarification of the meaning of the specifications will be made to any respondent. Such request shall be in writing, addressed to the owner's representative listed herein below. In order to be given consideration, a written request must be received at least three (3) business days prior to the date fixed for the opening.

Justine Progebin, Assistant Business Administrator
 Township of North Brunswick
 710 Hermann Road
 North Brunswick, NJ 08902
 732-247-0922 Ext. 268
 732-993-1146 fax
jprogebin@northbrunswicknj.gov

- D. All interpretations, clarifications and any supplemental instructions will be in the form of written addenda to the specifications and will be distributed to all prospective respondents. All addenda so issued shall

become part of the specification and RFP documents and shall be acknowledged by the respondent in the RFP by completing the Acknowledgement of Receipt of Addenda form. The owner's interpretations or corrections thereof shall be final.

Pursuant to N.J.S.A. 40A:11-23(c)(1) when issuing addenda, the owner shall provide required notice prior to the official receipt of proposals to any person who has submitted a RFP or who has received a RFP package. They will be sent from jprogebin@northbrunswicknj.gov, ssickles@northbrunswicknj.gov or planetbids.com. It is recommended that respondents include this address in the recipient email's contact list to ensure it is not routed to a junk email folder.

E. Discrepancies in Proposals

1. If the amount shown in words and its equivalent in figures do not agree, the written words shall be binding. Ditto marks are not considered writing or printing and shall not be used.
2. In the event that there is a discrepancy between the unit prices and the extended totals, the unit prices shall prevail. In the event there is an error of the summation of the extended totals, the computation by the owner of the extended totals shall govern.

F. Optional Pre-Bid Conference

If stated in the Notice of Request for Proposals and checked below:

☒ A pre-proposal conference will not be held.

A pre-proposal will be held on _____

If a pre-proposal conference is to be held, attendance is not mandatory, but is strongly recommended. Failure to attend does not relieve the respondent of any obligations or requirements.

PRICING INFORMATION FOR PREPARATION OF PROPOSALS

- A. The owner is exempt from any local, state or federal sales, use or excise tax. The owner will not pay for N.J. State Sales and Use Tax that are included in any invoices.
- B. Estimated Quantities (Open-End Contracts): The owner has attempted to identify the item(s) and the estimated amounts of each item bid to cover its requirements; however, past experience shows that the amount ordered may be different than that submitted for bidding. The right is reserved to decrease or increase the quantities specified in the specifications pursuant to N.J.A.C. 5:30-11.2 and 11.10 et seq. NO MINIMUM PURCHASE IS IMPLIED OR GUARANTEED.
- C. Respondent shall be responsible for obtaining any applicable permits or licenses from any government entity excluding the Township. All bids submitted shall have included this cost. The owner shall waive any municipal fees and permits.
- D. Respondent shall insert prices for furnishing goods and services required by these specifications. Prices shall be net, including any charges for packing, crating, containers, etc. All transportation charges shall be fully prepaid by the contractor, F.O.B. destination and placement at locations specified by the owner, which may require use of a lift-gate vehicle. As specified, placement may require inside deliveries. No additional charges will be allowed for any transportation costs resulting from partial shipments made for the contractor's convenience.
- E. In the event of a public emergency declared at the local, state or federal level prior to the expiration of the contract, if the owner opts to extend terms and conditions of the contract, the contractor agrees to extend the terms and conditions of this specification, whether existing or expiring for no longer than six months, for goods and/or services for the duration of the emergency.
- F. Each proposal and all information required to be submitted pursuant to the proposal shall be prepared at the sole cost and expense of the respondent. There shall be no claims against the owner, its staff or consultants for reimbursement for the payment of costs or expenses incurred in the preparation of the proposal or other information required by the proposal.

BRAND NAMES, STANDARDS OF QUALITY AND PERFORMANCE

- A. Brand names and/or descriptions used in these specifications are to acquaint respondents with the types of goods and services desired and will be used as a standard by which goods and services offered as equivalent will be evaluated.

- B. When a specification uses "brand name or equivalent," the listed brand name shall serve as a reference or point of comparison for the functional or operational characteristic desired for the good or service being requested. Where a respondent submits an equivalent, it shall be the responsibility of the respondent to document the equivalence claim. Failure to submit such documentation shall be grounds for rejection of the claim of equivalence. Company literature will not suffice in explaining exceptions to the specifications. In the absence of any changes by the respondent, it will be presumed and required that items as described in the specification will be delivered.
- C. In submitting its proposal, the respondent certifies that the goods and services to be furnished will not infringe upon any valid patent or trademark and that the successful bidder shall, at its own expense, defend any and all actions or suits charging such infringement, and will save the owner harmless from any damages resulting from such infringement.
- D. The respondent shall guarantee any or all goods and services supplied under these specifications. Defective or inferior goods shall be replaced at the expense of the respondent. The respondent will be responsible for return freight or restocking charges.
- E. AMERICAN GOODS AND PRODUCTS ARE TO BE USED WHERE POSSIBLE
Only manufactured and farm products of the United States, wherever available, shall be used pursuant to N.J.S.A. 40A:11-18 et seq.

METHOD OF CONTRACT AWARD

- A. The length of the contract shall be stated in one or more of following locations: the technical specifications, the proposal page, and the contract agreement. Pursuant to requirements of N.J.A.C. 5:30-5.1 et seq., any contract resulting from this proposal shall be subject to the availability and appropriation of sufficient funds annually.
- B. Responses should cover all information requested in the Document Submission Checklist including the Specification Section. Responses which in the judgment of the Township fail to meet the requirements of the RFP or which are in any way conditional, incomplete, obscure, contain additions or deletions from requested information, or contain errors may be rejected.
- C. The methodology for the awarding of this proposal shall be based on an evaluation and ranking and will include a weighting of criteria, all developed in a way that is intended to meet the specific needs of the contracting unit, and where such criteria shall not unfairly or illegally discriminate against or exclude otherwise capable Respondents. The weighting to be accorded to each criterion will be disclosed to Respondents after the receipt of the proposals.

EVALUATION CRITERIA

The Township Evaluation Committee will evaluate the proposals based on the following criteria:

1. Respondent's understanding of the scope of work and related objectives;
2. Experience and Qualifications of Individual(s) or Team identified to provide service;
3. Respondent's overall company history and experience with similar services requested;
4. Agreement to Pricing Model.

Each criterion will be weighted by the extent to which the requirements are met and the resultant scores totaled, with 100 being the highest possible score.

The Committee will prepare a report listing the names of all Respondents who submitted proposals, summarizing each proposal, ranking Respondents in order of evaluation, and recommending the selection of a Respondent, indicating the reasons why the Respondent was selected and detailing the terms, conditions, scope of services, fees and other matters to be incorporated into the contract.

- D. A contract will be awarded pursuant to N.J.S.A. 40A:11-4.1 et seq. and N.J.A.C. 5:34-4.1 et seq. (Competitive Contracting Law and Regulations). Two sets of contract forms shall be submitted by the owner to the successful bidder upon award by resolution of the governing body. Once executed, one original set will be returned to the contractor for its records.
- E. The terms and conditions outlined within this RFP package shall become incorporated and made part of the contract agreement. After award, certificates of insurance, bonding and related documents furnished by the respondent shall become incorporated and made part of the contract agreement.

- F. Any vendor exceptions must be formally accepted by the owner; material exceptions shall not be approved.

CAUSES FOR REJECTING BIDS

Proposals may be rejected for any of the following reasons:

- A. All proposals pursuant to N.J.S.A. 40A:11-13.2;
- B. If more than one proposal is received from an individual, firm or partnership, corporation or association under the same name;
- C. Multiple proposals from an agent representing competing vendors;
- D. The proposal is inappropriately unbalanced;
- E. The respondent is determined to possess, pursuant to N.J.S.A. 40A:11-4b, Prior Negative Experience; or,
- F. Pursuant to N.J.S.A. 40A:11-24b, if the successful respondent fails to enter into a contract within 21 days, Sundays and holidays excepted, the owner may accept the proposal of the next lowest responsible respondent.

PROVISIONS UPON CONTRACT EXECUTION

- A. Both parties agree to comply with all requirements of the Federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA") as maybe amended from time to time, and the corresponding HIPAA regulations for the confidentiality and security of medical information. If awarded the RFP, the contractor shall:
 - 1. Not use or disclose protected health information other than as permitted or required by law
 - 2. Use appropriate safeguards to protect the confidentiality of the information
 - 3. Report any use or disclosure not permitted

The contractor, by execution of the contract, shall thereby indemnify and hold the owner harmless from any and all liabilities, claims, actions, costs and penalties which may be incurred as the result of the failure of the contractor to comply with the requirements of the Health Insurance Portability and Accountability Act (HIPAA) or any other statute or case law protecting the privacy of persons using its services.

- B. 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 (contractor) for the purpose of assisting the respondent in the performance of this contract. None of the documents and/or property shall, without the written consent of the owner, be disclosed to others or used by the respondent or permitted by the respondent to be used by their parties at any time except in the performance of the resulting contract.

The 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. Any information supplied to the owner may be required to be supplied on CD/DVD or USB flash drive media compatible with Microsoft Windows, and Microsoft Office Suite 2010 or greater.

- C. Under state and federal statutes, certain government records are protected from public disclosure. The owner, the contractor and any subcontractors have a responsibility and an obligation to safeguard from public access an employee's personal information with which it has been entrusted when disclosure thereof would violate the employee's reasonable expectation of privacy. All payroll, personnel and health insurance related files are confidential. Additionally, the contractor and any subcontractors may be privy to sensitive law enforcement information or investigations during their review which must remain confidential. The owner retains the right to make any public disclosure under the State of New Jersey's Open Public Records Act (N.J.S.A. 47:1A-1 et seq.). Also, among government records deemed confidential are administrative or technical information regarding computer hardware, software and networks that, if disclosed, would jeopardize computer security. The contractor and any subcontractor(s) are prohibited from the sale or distribution of all supplied information to any third party.
- D. Relevant records of private vendors or other persons entering into contracts with the owner as a covered entity are subject to audit or review by the New Jersey Office of the State Comptroller pursuant to N.J.S.A. 52:15C-14(d) et seq. and N.J.A.C. 17:44-2.2 et seq.

E. The respondent shall maintain all documentation related to products, transactions or services under this contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

F. NEW JERSEY WORKER AND COMMUNITY RIGHT TO KNOW ACT

The manufacturer or supplier of chemical substances or mixtures shall label them in accordance with the N.J. Worker and Community Right to Know Law (N.J.S.A. 34:5A-1 et seq., and N.J.A.C. 8:59-1.1 et seq.). All direct use containers shall bear a label indicating the chemical name(s) and Chemical Abstracts Service number(s) of all hazardous substances in the container, and all other substances which are among the five most predominant substances in the container, or their trade secret registry number(s) pursuant to N.J.A.C. 8:59-5. "Container" means a receptacle used to hold a liquid, solid or gaseous substance such as bottles, bags, barrels, cans, cylinders, drums and cartons. (N.J.A.C. 8:59-1.3). Further, all applicable Material Safety Data Sheets (MSDS) - hazardous substance fact sheet - must be furnished. All containers which are stored at an owner's facilities by the contractor or subcontractors shall display RTK labeling. Vendors with questions concerning labeling should contact the New Jersey Department of Health and Senior Services Right to Know Program for assistance in developing proper labels. www.nj.gov/health/workplacehealthandsafety/right-to-know/

G. ANTIDISCRIMINATION PROVISIONS

Pursuant to N.J.S.A.10:2-1 et seq., for the construction, alteration or repair of any public building or public work or for the acquisition of materials, equipment, supplies or services the contractor shall agree and comply with the provisions:

- a. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;
- b. No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;
- c. There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and
- d. This contract may be canceled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract.

PAYMENT

- A. No payment will be made unless duly authorized by the owner's authorized representative and accompanied by proper documentation.
- B. The owner's governing body must approve payment of all bills. Council action is taken on a routine basis that includes bi-weekly meetings with the exception of summer months including: June, July and August; whereby action is taken once a month.
- C. Payment by the owner will be made in accordance with P.L. 2018, c. 127 which amends C.52:32-34 and establishes prompt payment requirements on certain contracts.
- D. Payment by the owner will be made in accordance with N.J.S.A. 2A:30A-1 et seq. which promulgates rules for timely payment to the prime contractor, subcontractor, sub-subcontractor; exceptions, disputes; and resolution.

- E. For construction contracts, claims or disputes pertaining to rates or other compensation for the Contractor shall not delay or affect the continued performance of the contract. All claim disputes shall be in accordance with N.J.S.A. 40A:11-50 et seq.
- F. Invoices shall specify, in detail, the period for which payment is claimed, the goods received or the services performed during the prescribed period, the amount claimed and correlation between the goods and services claimed and this proposal.
- G. In the absence of prescribed payments as part of the RFP submission, an agreed schedule of values shall be approved between the owner and contractor that shall become part of the contract.
- H. Pursuant to N.J.A.C. 5:30-9A.6 et seq. the Township exercised its discretion to not require claimant certifications for the payment of claims, including goods and services contracts, in accordance with Resolution 116-5.18.
- I. Payment shall be made in accordance with Chapter 6 of the Municipal Code titled "Claims Procedure".
- J. The owner may withhold all or partial payments on account of subsequently discovered evidence including but not limited to the following:
 - 1. Deliverables not complying with the project specification;
 - 2. Claims filed or responsible evidence indicating probability of filing claims;
 - 3. A reasonable doubt that the contract can be completed for the balance then unpaid.

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

- K. Public funds may be used to pay only for goods delivered or services rendered. The owner shall not pay penalties and/or interest on overdue bills unless otherwise required under N.J.S.A. 52:32-35.
- L. No employee is authorized to sign a letter of credit or any other document that represents a legal commitment on the part of the owner to pay additional fees.
- M. Construction Contracts. Claims or disputes pertaining to rates or other compensation for the Contractor shall not delay or affect the continued performance of the contract. All claim disputes shall be in accordance with N.J.S.A. 40A:11-50 et seq.

TERMINATION OR BREACH OF CONTRACT

- A. If, through any cause, the vendor shall fail to fulfill in a timely and proper manner obligations under the contract or if the vendor shall violate any of the requirements of the contract, the owner shall there upon have the right to terminate the contract by giving written notice to the vendor of such termination and specifying the effective date of termination. Such termination shall relieve the owner of any obligation for balances to the contractor of any sum or sums set forth in the contract. Owner will pay only for goods and services accepted prior to termination.
- B. Notwithstanding the above, the vendor shall not be relieved of liability to the owner for damages sustained by the owner by virtue of any breach of the contract by the contractor and the owner may withhold any payments to the contractor for the purpose of compensation until such time as the exact amount of the damage due the owner from the vendor is determined.
- C. The vendor agrees to indemnify and hold the owner harmless from any liability to subcontractors/suppliers concerning payment for work performed or goods supplied arising out of the lawful termination of the contract by the owner under this provision.
- D. In case of default by the vendor, the owner may procure the goods or services from other sources and hold the vendor responsible for any excess cost, or agree on a negotiated liquidated damage amount where it may be difficult to estimate the impact the owner suffered as a related to breach of the contract (N.J.S.A. 40A:11-19).
- E. Continuation of the terms of the contract beyond the fiscal year is contingent on availability of funds in the following year's budget. In the event of unavailability of such funds, the owner reserves the right to cancel the contract. The owner will notify the vendor in writing immediately if this contract will be affected by a shortage of appropriated funds.
- F. It is understood by all parties that if, during the life of the contract, the vendor disposes of his/her business concern by acquisition, novation, merger, sale and or/transfer or by any means convey his/her interest(s)

to another party, all obligations are transferred to that new party. In this event, the new owner(s) will be required to submit all documentation/legal instruments that were required in the original proposal/contract. Any change shall be approved by the Owner.

- G. The vendor will not assign any interest in the contract and shall not transfer any interest in the same without the prior written consent of the owner.
- I. Neither party shall be responsible for any resulting loss or obligation to fulfill duties as specified in any of the terms or provisions of the contract if the fulfillment of any term or provision of the contract is delayed or prevented by any revolutions, insurrections, riots, wars, acts of enemies, national emergencies, strikes, floods, fires, acts of God, or by any cause not within the control of the party whose performance is interfered with which by the exercise of reasonable diligence such party is unable to prevent. Additionally, if the fulfillment of any of the terms and provisions of the contract is delayed or prevented by any court order, or action or injunction or other such agreement, the contract shall become voidable by the owner by notice to the parties.

STATUTORY AND OTHER REQUIREMENTS DOCUMENT CHECKLIST

Respondent shall complete and sign the RFP Submission Document Checklist and include it in the proposal submission. If boxes of the following items *are checked*, they are mandatory requirements of the proposal and contract. This document serves as a guide to respondents of the documents that are required to be submitted with the proposal. For construction bids, failure to submit the checklist is a fatal defect and the proposal will be rejected.

PROPOSAL SUBMISSION REQUIREMENTS (RFP Document Checklist Item 1)

Requirements listed under Specifications.

RATE SCHEDULE AND PAYMENT CONDITIONS (RFP Document Checklist Item 2)

Respondent shall sign and submit the rate schedule and payment conditions authorizing and accepting the payment terms set for within the RFP documents.

STATEMENT OF OWNERSHIP (RFP Document Checklist Item 3)

N.J.S.A.52:25-24.2 et seq. provides that no corporation, partnership, or limited liability company shall be awarded any contract nor shall any agreement be entered into for the performance of any work or the furnishing of any materials or supplies, the cost of which is to be paid with or out of any public funds, by the State, or any county, municipality or school district, or any subsidiary or agency of the State, or of any county, municipality or school district, or by any authority, board, or commission which exercises governmental functions, unless prior to the receipt of the bid or accompanying the bid, of said corporation, said partnership, or said limited liability company there is submitted a statement setting forth the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. If one or more such stockholder or partner or member is itself a corporation or partnership or limited liability company, the stockholders holding 10 percent or more of that corporation's stock, or the individual partners owning 10 percent or greater interest in that partnership, or the members owning 10 percent or greater interest in that limited liability company, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member, exceeding the 10 percent ownership criteria established in this act, has been listed.

To comply with this section, a vendor with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10 percent or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10 percent or greater beneficial interest, also shall submit links to the websites containing the last annual filings with

the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10 percent or greater beneficial interest.

NON-COLLUSION AFFIDAVIT (RFP Document Checklist Item 4)

The Affidavit shall be properly executed and submitted with the proposal.

RFP REVISIONS OR ADDENDA (RFP Document Checklist Item 5)

All addenda issued shall become part of the specification and RFP documents and shall be acknowledged by the vendor in the proposal by completing the Acknowledgement of Receipt of Addenda form.

RFP SECURITY AND BONDING REQUIREMENTS (RFP Document Checklist Items 6 & 7)

The following provisions if indicated by an (X), shall be required for this contract:

A. BID GUARANTEE (If required – mandatory item with proposal submission)

Vendor shall submit with the proposal a certified check, cashier's check or bid bond in the amount of ten percent (10%) of the total price bid, but not in excess of \$20,000, payable unconditionally to the owner. When submitting a Bid Bond, it shall contain Power of Attorney for full amount of Bid Bond from a surety company authorized to do business in the State of New Jersey and acceptable to the owner. The check or bond of the unsuccessful bidder(s) shall be returned pursuant to N.J.S.A. 40A:11-24a. The check or bond of the bidder to whom the contract is awarded shall be retained until a contract is executed and the required performance bond or other security is submitted. The check or bond of the successful bidder shall be forfeited if the bidder fails to enter into a contract pursuant to N.J.S.A. 40A:11-21.

The Bid Bond shall include a valid Power of Attorney authorizing the Attorney-in-Fact to execute the documents. Failure to submit a bid guarantee shall result in rejection of the bid.

B. CONSENT OF SURETY (If required – mandatory item with proposal submission)

Vendor shall submit with the proposal a Certificate (Consent) of Surety with Power of Attorney for full amount of bid price from a Surety Company authorized to do business in the State of New Jersey, and acceptable to the owner stating that it will provide said bidder with a Performance Bond in the full amount of the bid. This certificate shall be obtained in order to confirm that the bidder to whom the contract is awarded will furnish Performance and Payment Bonds from an acceptable surety company on behalf of said bidder, any or all subcontractors or by each respective subcontractor or by any combination thereof which results in performance security equal to the total amount of the contract, pursuant to N.J.S.A. 40A:11-22.

The Consent of Surety shall include a valid Power of Attorney authorizing the Attorney-in-Fact to execute the documents. Failure to submit a Consent of Surety form shall result in rejection of the bid.

C. PERFORMANCE BOND

The successful vendor shall simultaneously with the delivery of the executed contract, submit an executed bond in the amount of one hundred percent (100%) of the acceptable bid as security for the faithful performance of this contract.

The performance bond provided shall not be released until final acceptance of the whole work and then only if any liens or claims have been satisfied. The surety on such bond or bonds shall be a duly authorized surety company authorized to do business in the State of New Jersey pursuant to N.J.S.A. 17:31-5. For multi-year contracts, the Performance Bond may be resubmitted each year on the Contract Anniversary Date for the amount remaining on the contract.

Failure to submit this with the executed contract shall be cause for declaring the contract null and void pursuant to N.J.S.A. 40A:11-22.

D. LABOR AND MATERIAL (PAYMENT) BOND

The successful vendor shall with the delivery of the performance bond submit an executed payment bond to guarantee payment to laborers and suppliers for the labor and material used in the work performed under the contract.

Failure to submit a labor and material bond with the performance bond shall be cause for declaring the contract null and void.

E. MAINTENANCE BOND

Upon acceptance of the work by the owner, the contractor shall submit a maintenance bond (N.J.S.A. 40A:11-16.3) in an amount not to exceed ____% of the project costs guaranteeing against defective quality of work or materials for the period of:

_____ 1 YEAR _____ 2 YEARS

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN (RFP Document Checklist Item 8)

N.J.S.A. 52:32-55 prohibits State and local public contracts with persons or entities engaging in certain investment activities in energy or finance sectors of Iran. Bidders must indicate if they comply with the law by certifying the form. Pursuant to N.J.S.A. 40A:11-2.1 the owner is required to notify the New Jersey Attorney General if it determines a false certification has been submitted.

LIST OF REFERENCES (RFP Document Checklist Item 9)

PROFESSIONAL LICENSE (RFP Document Checklist Items 10)

Pursuant to N.J.A.C. 5:34-1.2 et seq., the proof of licensure for any activity regulated by the State of New Jersey and required to do the work required under this specification, for either the firm or the person responsible for the work, shall be provided as required by the owner.

PUBLIC WORKS CONTRACTOR REGISTRATION ACT (RFP Document Checklist Item 11)

Pursuant to N.J.S.A. 34:11-56.48 to -57 et seq. the New Jersey Public Works Contractor Registration Act requires that a general or prime contractor and any listed subcontractors named in the contractor's proposal shall possess a certificate at the time the proposal is submitted. After bid proposals are received and prior to award of contract, the successful contractor shall submit a copy of the contractor's certification along with those of all listed subcontractors. All non-listed subcontractors and lower tier sub-subcontractors shall be registered prior to starting work on the project. It is the general contractor's responsibility that all non-listed sub-contractors at any tier have their certificate prior to starting work on the job.

Under the law a "contractor" is "a person, partnership, association, joint stock company, trust, corporation or other legal business entity or successor thereof who enters into a contract" which is subject to the provisions of the New Jersey Department of Labor and Workforce Development Prevailing Wage Act [N.J.S.A. 34:11-56.25, et seq.]. It applies to contractors based in New Jersey or in another state.

To register, a contractor must provide the State Department of Labor with a full and accurately completed application form. The form is available online at www.state.nj.us/labor/lse/lspubcon.html. Any questions regarding the registration process should be directed to the Division of Wage and Hour Compliance at (609)292-9461.

N.J.S.A. 34:11-56.55 specifically prohibits accepting applications for registration as a substitute for a certificate of registration.

SUBCONTRACTORS (RFP Document Checklist Item 12)

If the vendor intends to subcontract any portion of the work required as part of this contract, it shall first satisfy that any proposed subcontractor is competent to perform such work and is not barred from public contracts work pursuant to N.J.S.A. 34:11-56.37 and N.J.S.A. 34:11-56.38.

When provided as part of this proposal, the vendor shall indicate the item (or items) intended to be subcontracted, the aggregate value of which shall not exceed 50% of the total proposed price.

In accordance with 40A:11-16, the bidder shall list subcontractors who will be used for:

- The plumbing and gas fitting and all kindred work,
- Steam power plants, steam and hot water heating and ventilating apparatus and all kindred work,
- Electrical work,
- Structural steel and ornamental iron work.

PREVAILING WAGE ACT (RFP Document Checklist Item 13)

Pursuant to N.J.S.A.34:11-56.25 et seq., contractors on projects for public work shall adhere to all requirements of the New Jersey Prevailing Wage Act. The contractor shall be required to submit a certified payroll records to the owner within ten (10) days of the payment of the wages. In the event it is found that any worker, employed by the contractor or any subcontractor has been paid a rate of wages less than the prevailing wage required to be paid, the owner may terminate the contractor's or subcontractor's right to proceed with the work, or such part of the work as to which there has been a failure to pay required wages and the contractor and subcontractor then be required to continue the work to completion or otherwise.

The contractor is also responsible for obtaining and submitting all subcontractors' certified payroll records within the aforementioned time period. The contractor shall submit said certified payrolls in the form set forth in N.J.A.C. 12:60-6.1(c). It is the contractor's responsibility to obtain any additional copies of the certified payroll form to be submitted by contacting the New Jersey Department of Labor and Workforce Development, Division of Workplace Standards. Additional information is available at http://lwd.dol.state.nj.us/labor/wagehour/wagerate/pwr_construction.html

NEW JERSEY ANTIDISCRIMINATION (RFP Document Checklist Item 14)

Pursuant to N.J.S.A. 10:2-1, if awarded a contract, the contractor agrees not to discriminate in employment practices and agrees to abide by all antidiscrimination laws, including but not, limited to items outlined on Exhibit C of this document.

EQUIPMENT CERTIFICATION (RFP Document Checklist Item 15)

Vendor shall certify on the Equipment Certification form that they control or have access to equipment necessary to do the required work if awarded the contract. If the bidder does not own or lease the equipment, a certification from the owner of the equipment that the vendor will have access to the equipment is required with the bid. (N.J.S.A. 40:11-20)

EXCEPTIONS TO SPECIFICATIONS (RFP Document Checklist Item 16)

Specifications provided herein by the owner shall be regarded as minimum requirements. Any exceptions to the specifications shall be explained in written detail by the bidder.

MANDATORY AFFIRMATIVE ACTION CERTIFICATION (RFP Document Checklist Item 17)

No vendor or contractor may be issued a contract unless it complies with the affirmative action provisions of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1 et seq. as administered by the Division of Purchase & Property Contract Compliance and Audit Unit (Division) and provided below.

Goods, Professional Services and General Service Contracts:

Subject to Mandatory Language of Exhibit A

After notification of award, but prior to execution of a contract, the vendor shall submit one of the following forms of evidence:

- i. A Letter of Federal Approval indicating that the vendor is under an existing federally approved or sanctioned affirmative action program. A copy of the approval letter must be provided by the vendor to the Public Agency and the Division. This approval letter is valid for one year from the date of issuance.
- ii. A Certificate of Employee Information Report (hereafter "Certificate"), issued in accordance with N.J.A.C. 17:27 et seq. The vendor must provide a copy of the Certificate to the Public Agency as evidence of its compliance with the regulations. The Certificate represents the review and approval of the vendor's Employee Information Report, Form AA-302 by the Division.
- iii. The successful bidder shall complete an Initial Employee Report, Form AA-302 and submit it to the Division with a check or money order for \$150.00 made payable to "Treasurer, State of NJ" and forward a copy of the Form to the Public Agency. Upon submission and review by the Division, the Report shall constitute evidence of compliance with the regulations.

Construction Contracts:

Subject to Mandatory Language of Exhibit B

After notification of award, but prior to execution of a contract, the contractor shall complete Form AA-201 (Initial Project Workforce Report).

The contractor shall be responsible for submitting Form AA-202 (Monthly Project Work Force Report) once a month for the duration of the contract to the Department of Labor and to the Public Agency Compliance Officer for the Township.

PROOF OF BUSINESS REGISTRATION (RFP Document Checklist Item 18)

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

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

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

During the course of contract performance:

- (1) the vendor shall not enter into a contract with a subcontractor unless the subcontractor first provides the vendor with a valid proof of business registration.
- (2) the vendor shall maintain and submit to the Contracting Agency a list of subcontractors and their addresses that may be updated from time to time.
- (3) the vendor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into the State. Any questions in this regard can be directed to the Division of Taxation at (609)292-6400.

Form NJ-REG can be filed online at www.state.nj.us/treasury/revenue/busregcert.shtml.

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

Pursuant to N.J.S.A. 54:49-4.1, a business organization that fails to provide a copy of a business registration as required, or that provides false business registration information, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000, for each proof of business registration not properly provided under a contract with a contracting agency.

Emergency Purchases or Contracts:

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

W-9 Form (RFP Document Checklist Item 19)

If the vendor does not have a current W-9 form on file with the owner, one must be completed prior to contract execution. <http://www.irs.gov/pub/irs-pdf/fw9.pdf>

INSURANCE AND INDEMNIFICATION (RFP Document Checklist Item 20)

The insurance documents indicated by an (X) shall include but are not limited to the following coverages. The successful vendor shall provide coverage so that all insurance coverage must be in effect no later than the start date of the contract and remain in effect for the duration of the contract, including any extensions. Deductible amounts or self insurance retention amounts payable under or with respect to such insurance coverage shall be the sole responsibility of the vendor. No policy shall have a deductible amount greater than \$100,000.00.

A. INSURANCE REQUIREMENTS

X Worker's Compensation Insurance

Worker's Compensation insurance shall be maintained in full force during the life of the contract, covering all employees engaged in performance of the contract pursuant to N.J.S.A. 34:15-12(a) and N.J.A.C. 12:235-1.6.

X Commercial General Liability Insurance

General Liability insurance shall be provided with limits of not less than \$1,000,000 any one person and \$1,000,000 any one accident for bodily injury and \$2,000,000 aggregate for property damage, and shall be maintained in full force during the life of the contract.

X Automotive Liability Insurance

Automotive Liability insurance covering contractor for claims arising from owned, hired and non-owned vehicles with limits of not less than \$1,000,000 any one person and \$1,000,000 any one accident for bodily injury and \$2,000,000 each accident for property damage, shall be maintained in full force during the life of the contract.

X Commercial Excess Liability

\$5,000,000 or an amount sufficient to equal \$5,000,000 with the primary general liability and automobile liability limits

Professional Liability

\$1,000,000 each claim/annual aggregate

B. CERTIFICATES OF THE REQUIRED INSURANCE

Certificates of Insurance for those policies required above shall be submitted with the contract. Such coverage shall be with an insurance company authorized to do business in the State of New Jersey and shall name the owner as an additional insured.

Self-insured contractors shall submit an affidavit attesting to their self-insured coverage and shall name the owner as an additional insured.

C. INDEMNIFICATION

The vendor shall indemnify and hold harmless the owner, its officers, agents, servants, and employees from all claims, suits or actions, and damages or costs (including but not limited to reasonable attorney's fees, court and/or arbitrator costs) of every name and description to which the owner may be subjected or put by reason of injury to the person or property of another, or the property of the owner, resulting from:

- a) negligent acts or omissions on the part of the vendor, the vendor's agents, servants or subcontractors in the delivery of goods and services, or in the performance of the work under the contract; and,
- b) the use of any copyrighted or copyrighted composition, valid trademark, secret process, patented or unpatented invention or article furnished or used in the performance of this contract.

CHANGED CONDITIONS CLAUSES FOR CONSTRUCTION CONTRACTS (RFP Document Checklist Item 21)

All construction contracts entered into between the owner and vendor shall include changed conditions provisions language as set forth pursuant to N.J.S.A.40A:11-16.7.

AMERICANS WITH DISABILITIES ACT OF 1990 (RFP Document Checklist Item 23)

Discrimination on the basis of disability in contracting for the purchase of goods and services is prohibited. If awarded the contract, the vendor is required to comply with requirements related to the Americans with Disabilities Act as outlined on Exhibit D in this specification. The vendor is obligated to comply with the Act and to hold the owner harmless for any violations committed under the contract.

(RFP Document Checklist Item 22)

Exhibit 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 et seq.

GOODS, GENERAL SERVICES, AND PROFESSIONAL SERVICES 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.

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; or

Employee Information Report Form AA-302 (electronically provided by the Division and distributed to the public agency through the Division's website at: http://www.state.nj.us/treasury/contract_compliance.

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

(RFP Document Checklist Item 22)

Exhibit B

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq. (P.L.1975, c.127) and N.J.A.C. 17:27-1.1 et seq.

CONSTRUCTION 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 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.

When hiring or scheduling workers in each construction trade, the contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the targeted employment goal prescribed by N.J.A.C. 17:27-7.2; provided, however, that the Dept. of LWD, Construction EEO Monitoring Program, may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions, A, B, and C, as long as the Dept. of LWD, Construction EEO Monitoring Program is satisfied that the contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Dept. of LWD, Construction EEO Monitoring Program, that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the targeted employment goal established in accordance with N.J.A.C. 17:27-7.2. The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

- (A) If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et. seq., as supplemented and amended from time to time and the Americans with Disabilities Act. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the contractor or subcontractor agrees to afford equal employment opportunities minority and women workers directly, consistent with this chapter. If the contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with affording equal employment opportunities as specified in this chapter, the contractor or subcontractor agrees to be prepared to provide such opportunities to minority and women workers directly, consistent with this chapter, by complying with the hiring or scheduling procedures prescribed under
- (B) below; and the contractor or subcontractor further agrees to take said action immediately if it determines that the union is not referring minority and women workers consistent with the equal employment opportunity goals set forth in this chapter. (B) If good faith efforts to meet targeted employment goals have not or cannot be met for each construction trade by adhering to the

procedures of (A) above, or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions:

- (1) To notify the public agency compliance officer, the Dept. of LWD, Construction EEO Monitoring Program, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;
 - (2) To notify any minority and women workers who have been listed with it as awaiting available vacancies;
 - (3) Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;
 - (4) To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area;
 - (5) If it is necessary to lay off some of the workers in a given trade on the construction site, layoffs shall be conducted in compliance with the equal employment opportunity and nondiscrimination standards set forth in this regulation, as well as with applicable Federal and State court decisions;
 - (6) To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor:
 - (i) The contractor or subcontractor shall interview the referred minority or women worker.
 - (ii) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the contractor or subcontractor shall in good faith determine the qualifications of such individuals. The contractor or subcontractor shall hire or schedule those individuals who satisfy appropriate qualification standards in conformity with the equal employment opportunity and non-discrimination principles set forth in this chapter. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Dept. of LWD, Construction EEO Monitoring Program. If necessary, the contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.
 - (iii) The name of any interested women or minority individual shall be maintained on a waiting list, and shall be considered for employment as described in (i) above, whenever vacancies occur. At the request of the Dept. of LWD, Construction EEO Monitoring Program, the contractor or subcontractor shall provide evidence of its good faith efforts to employ women and minorities from the list to fill vacancies.
 - (iv) If, for any reason, said contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Dept. of LWD, Construction EEO Monitoring Program.
 - (7) To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the Dept. of LWD, Construction EEO Monitoring Program and submitted promptly to the Dept. of LWD, Construction EEO Monitoring Program upon request.
- (C) The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in

any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the targeted county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that, in implementing the procedures of (B) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

After notification of award, but prior to signing a construction contract, the contractor shall submit to the public agency compliance officer and the Dept. of LWD, Construction EEO Monitoring Program an initial project workforce report (Form AA-201) electronically provided to the public agency by the Dept. of LWD, Construction EEO Monitoring Program, through its website, for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7. The contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Dept. of LWD, Construction EEO Monitoring Program, and to the public agency compliance officer.

The contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on-the-job and/or off-the-job programs for outreach and training of minorities and women.

(D) The contractor and its subcontractors shall furnish such reports or other documents to the Dept. of LWD, Construction EEO Monitoring Program as may be requested by the Dept. of LWD, Construction EEO Monitoring Program 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 Dept. of LWD, Construction EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

(RFP Document Checklist Item 14)

Exhibit C

NEW JERSEY ANTIDISCRIMINATION PROVISIONS N.J.S.A. 10:2-1 ET SEQ.

Pursuant to N.J.S.A. 10:2-1, if awarded a contract, the contractor agrees that:

- a. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;
- b. No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;
- c. There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and

- d. This contract may be canceled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract.

(RFP Document Checklist Item 23)

Exhibit D

AMERICANS WITH DISABILITIES ACT OF 1990

Equal Opportunity for Individuals with Disability

The contractor and the owner do hereby agree that the provisions of Title 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.

(RFP Document Checklist Item 24)

AGREEMENT/CONTRACT

RFP DOCUMENT CHECKLIST

	Checked if Required for this bid	Submission Requirement	Bidder to Initial below acknowledging each item required
1	X	Proposal Submission Requirements – Under Specifications	
2	X	Exhibit A – Rate Schedule and Payment Conditions	
3	X	Corporation Statement	
4	X	Non-Collusion Affidavit	
5	X	Acknowledgement of Receipt of Revisions or Addenda	
6		Bid Guarantee (with Power of Attorney for full amount of Bid Bond)	
7		Consent of Surety for Performance Bond (with Power of Attorney for full amount of Bid Price)	
8	X	Disclosure of Investment Activities in Iran*	
9	X	References*	
10	X	Professional License(s)*	
11		Public Works Contractor Registration Certificate* for Contractor and Sub-Contractors listed	
12		Subcontractor Listing	
13		Prevailing Wage Rate Determination*	
14	X	New Jersey Anti-Discrimination Provisions*	
15		Equipment Certification*	
16	X	Exceptions	
17	X	Evidence of Affirmative Action Compliance*	
18	X	Business Registration Certificate for Contractor and Sub-Contractors listed*	
19	X	W-9 Form*	
20	X	Insurance Documentation*	
21		Changed Conditions Clauses*	
22	X	Equal Employment Certification*	
23	X	American with Disabilities Act*	
24	X	Agreement/Contract*	

*Allowed to be provided with bid OR prior to execution of contract.

Name of Vendor _____

Name/Title of Authorized Agent _____

Signature _____ Date _____

CONTACT INFORMATION

Contact Person _____

Phone Number _____

Fax Number _____

Company Name _____

Address _____

Tax ID# _____

Email Address _____

Please cut out and place the following on the OUTSIDE sealed envelope that is sent to the Township for BID submission for the referenced project.

TOWNSHIP OF NORTH BRUNSWICK

710 Hermann Road
North Brunswick, NJ 08902

PRO20 _____ :

Reception Date: November 13, 2019

Company Name: _____

Company Address: _____

Exhibit A

Payment Conditions and Rate Schedule

All services outlined shall be billed at an hourly rate of blended hourly rates of \$175 for partners and associates, a blended hourly rate of \$95 for clerks and paralegals and reimbursements as described below for a total authorization not to exceed \$280,000 for calendar year 2020. Travel time is excluded from the hourly rate billing.

Vouchers or invoices may be rendered monthly for services performed. Such billings shall be due when rendered.

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 North Brunswick.
- c. Point-to-point travel at the IRS Standard Mileage Rate (currently 58 cents per mile) not to exceed \$50.00 per round trip.
- d. Payment of permit fees, application fees, review fees and similar charges.
- e. Outside printing, reproduction, binding, collating and other graphic services.
- f. Messenger service, postage and handling of drawing and specifications, reports, contracts and other bulky items.

The Professional, upon performing services totaling 70% of the encumbered amount whether all such services have been billed or not shall provide the Township with an estimate as to whether additional funds are anticipated to be necessary to conclude the matter. If such additional funds are necessary, the Professional shall provide an estimated amount thereof. Any additional funds necessary to conclude the matter shall be authorized by a new or amended Professional Service Resolution, adopted by the Township Council.

If the Professional determines in accordance with the provisions hereof that, having expended 70% of the encumbered amount that the remaining 30% will be insufficient to complete the tasks set forth in this Agreement, the Professional shall immediately notify the Township Business Administrator and the Township Chief Financial Officer requesting that the Township Council approve an amended Professional Service Budget and Resolution prior to the rendering of any additional services beyond the encumbered amount. The Township shall not be responsible for the payment of any sums in excess of the original encumbered amount unless there has been compliance with this paragraph.

Exhibit A
Payment Conditions and Rate Schedule

The undersigned hereby acknowledges and accepts the established payment terms.

Name of Firm _____
print

Name of Respondent _____
print

Title _____
print

Signature _____

Date _____

ATTEST:

Witness