

**CITY OF EAST ORANGE  
DEPARTMENT OF BUSINESS ADMINISTRATION  
DIVISION OF CENTRAL PURCHASING  
EAST ORANGE, NJ 07018  
(973) 266-5162**



## **REQUEST FOR PROPOSAL**

### **PROFESSIONAL SERVICES**

- 1) ZONING BOARD ATTORNEY**
- 2) PLANNING BOARD ATTORNEY**

### ***FAIR & OPEN PUBLIC SOLICITATION***

- DATE: TUESDAY, DECEMBER 8, 2015**
- TIME: 1:00 PM**
- PLACE: MUNICIPAL COUNCIL CHAMBER  
44 CITY HALL PLAZA  
EAST ORANGE, NJ 07018**
  
- CLEARLY MARK ENVELOPE:  
ZONING BOARD ATTORNEY  
AND/OR  
PLANNING BOARD ATTORNEY**

## **REQUEST FOR PROPOSAL**

### **PROFESSIONAL SERVICE – ZONING BOARD OF ADJUSTMENT ATTORNEY AND/OR PLANNING BOARD ATTORNEY**

The City of East Orange is seeking proposals for the **PROFESSIONAL SERVICE – ZONING BOARD OF ADJUSTMENT AND/OR PLANNING BOARD ATTORNEY** to provide specialized services to/for the City of East Orange.

Proposals will be received by the Purchasing Committee in the Municipal Building, Council Chamber, on Tuesday, December 8, 2015 at 1:00 p.m., at which time proposals will be publicly opened and read aloud for the following:

#### **ZONING BOARD ATTORNEY AND/OR PLANNING BOARD ATTORNEY**

Detailed Request For Proposals are on file at the Division of Procurement, City Hall, 1<sup>st</sup> floor, between the hours of 9:30 am – 4:00 pm., Monday through Friday or can be downloaded from the City of East Orange's website: [www.eastorange-nj.org](http://www.eastorange-nj.org) . If picked up on site, there will be a non-refundable cost of \$25.00 per RFP packet to cover the cost of printing and administrative expenses. Checks are to be made payable to the CITY OF EAST ORANGE. Proposal is to be enclosed in a sealed envelope and distinctly show the name of the bidder and marked:

#### **ZONING BOARD ATTORNEY AND/OR PLANNING BOARD ATTORNEY**

All Professional Service Contractors are required to comply with the requirements of N.J.S.A. 10:5-33 et seq. Affirmative Action, P.L. 1975, c. 127, N.J.A.C. 17:27 ET seq. (Contract Compliance and Equal Employment Opportunities in Public Contract and N.J.S.A. 52:25-24.2 (Disclosure of Ownership).

Unless otherwise provided, in any supplement to these instructions to consultant, no consultant shall modify, withdraw or cancel the proposal or any part thereof for sixty (60) days after the time designated for the receipt of proposal in the advertisement or Request for Proposal. For any questions regarding such, please contact (973) 266-5162.

Lisa L. Jackson, R.P.P.O., Q.P.A.

City of East Orange

## **1. Introduction**

The City of East Orange is requesting proposals to retain an Attorney(s) to provide legal support, advice and represent the Zoning Board of Adjustment and/or Planning Board.

## **2. Administrative Conditions and Requirements**

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

### **2.1 Schedule**

A schedule has been established for respondent proposals, proposal review, contractor selection and project initiation. The dates established for the procurement are:

- Release of RFP: Wednesday, November 25, 2015
- Proposal Due Date: Tuesday, December 8, 2015

### **2.2 Proposal Submission Information**

#### **Submission Date and Time:**

Tuesday, December 8, 2015 at 1:00 p.m.

One (1) Original – unbound & Four (4) copies - bound

#### **Submission Office:**

City of East Orange  
Division of Central Purchasing  
Municipal Building  
44 City Hall Plaza  
East Orange, NJ 07018

Clearly mark the submittal package with the title of this RFP and the name of the responding firm, addressed to the Purchasing Agent. The original proposal shall be marked to distinguish it from the four (4) copies.

Only those RFP responses received prior to or on the submission date will be considered. Responses delivered before the submission date and time specified above may be withdrawn upon written application of the respondent who shall be required to produce evidence showing that the individual is or represents the principal or principals involved in the proposal. After the submission date and time specified above, responses must remain firm for a period of sixty (60) days.

### **2.3 Using Department Information**

Valerie Jackson, Policy & Planning Director  
City of East Orange  
Municipal Building  
44 City Hall Plaza  
East Orange, NJ 07019  
(973) 266-5118  
Email: [valeri.jackson@eastorange-nj.gov](mailto:valeri.jackson@eastorange-nj.gov).

### **2.4 Purchasing Agent Information**

Lisa L. Jackson R.P.P.O., QPA  
Voice: (973) 266-5162  
Fax: (862) 444-0101  
Email: [lisa.jackson@eastorange-nj.gov](mailto:lisa.jackson@eastorange-nj.gov).

## **2.5 Interpretations and Addenda**

Respondents are expected to examine the RFP with care and observe all its requirements. All questions concerning the meaning or intent of this RFP, all interpretations and clarifications considered necessary by the owner's representative in response to such comments and questions will be issued by Addenda via one or more of the following methods: facsimile; e-mail; website; certified mail; or delivered to all parties recorded as having received the RFP package. Only comments and questions responded to by formal written Addenda will be binding. Oral interpretations, statements or clarifications are without legal effect.

## **2.6 Quantities of Estimate**

Wherever the estimated quantities of work to be done are shown in any section of this RFP, including the Proposal Cost Form, they are given for use in comparing proposals. The owner especially reserves the right (except as herein otherwise specifically limited) to increase or diminish the quantities as may be deemed reasonably necessary or desirable by the owner to complete the work detailed by the contract. Such increase or diminution shall in no way violate this contract, nor shall any such increase or diminution give cause for claims or liability for damages.

## **2.7 Cost Liability and Additional Costs**

The owner assumes no responsibility and liability for costs incurred by the Respondents prior to the issuance of an agreement. The liability of the owner shall be limited to the terms and conditions of the contract. Respondents will assume responsibility for all costs not stated in their proposals. All unit rates either stated in the proposal or used as a basis for its pricing are required to be all-inclusive. Additional charges, unless incurred for additional work performed by request of the owner, are not to be billed and will not be paid.

## **2.8 Insurance and Indemnification**

If it becomes necessary for the contractor, either as principal or by agent or employee, to enter upon the premises or property of the owner in order to construct, erect, inspect, make delivery or remove property hereunder, the contractor hereby covenants and agrees to take use, provide and make all proper, necessary and sufficient precautions, safeguards, and protection against the occurrence of happenings of any accident, injuries, damages, or hurt to person or property during the course of the work herein covered and be his/her sole responsibility.

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

The contractor shall maintain sufficient insurance to protect against all claims under Workers Compensation, General Liability and Automobile and shall be subject to approval for adequacy of protection and certificates of such insurance shall be provided.

## **2.9 Multiple Proposals Not Accepted**

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

## **2.10 Failure to Enter Contract**

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

## **2.11 Commencement of Work**

The contractor agrees to commence work after the date of award by the owner and upon notice from the using department.

### **2.12 Termination of Contract**

If, through any cause, the contractor shall fail to fulfill in a timely and proper manner obligations under the Contract or if the contractor violates any requirements of the Contract, the owner shall thereupon have the right to terminate the Contract by giving written notice to the contractor of such termination at least thirty (30) days prior to the proposed effective date of the termination. Such termination shall relieve the owner of any obligation for the balances to the contractor of any sum or sums set forth in the Contract.

The contractor 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. In case of default by the contractor, the owner may procure the articles or services from other sources and hold the contractor responsible for any excess cost occasioned thereby.

### **2.13 Non-Allocation of Funding Termination**

Each calendar year payment obligation of the Owner is conditioned upon the availability of Owner funds appropriated or allocated for the payment of such an obligation. If funds are not allocated and available for the continuance of any services performed by the Contractor hereunder, whether in whole or in part, the Owner at the end of any particular fiscal year may terminate such services. The Owner will notify the Contractor in writing immediately of any services that will be affected by a shortage of appropriated funds. This provision shall not be construed so as to permit the Owner to terminate this Agreement during the term, or any service hereunder, merely in order to acquire identical services from a third party contractor.

### **2.14 Challenge of Specifications**

Any respondent who wishes to challenge a specification shall file such challenge in writing with the Purchasing Agent no less than five (5) business days prior to the opening of the RFP's.

Challenges filed after that time shall be considered void and having no impact on the owner or the award of contract.

### **2.15 Payment**

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

Payment will be made on presentation of owner's voucher duly signed and executed. The owner may withhold all or partial payments on account of subsequently discovered evidence including but not limited to the following:

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

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

### **2.16 Non-payment of Penalties and Interest on Overdue Bills**

State Law requires that public funds be used to pay only for goods delivered or services rendered. City of East Orange will not pay penalties and/or interest on overdue bills. No employee is authorized to sign a letter of credit or any other document that represents a legal commitment on the part of the Township to pay additional fees.

### **2.17 Ownership of Material**

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

Ownership of all data, materials and documentation originated and prepared for the owner pursuant to this contract shall belong exclusively to the owner. All data, reports, computerized information, programs and materials related to

this project shall be delivered to and become the property of the owner upon completion of the project. The contractor shall not have the right to use, sell, or disclose the total of the interim or final work products, or make available to third parties, without the prior written consent of the owner. All information supplied to the owner may be required to be supplied on CD-ROM media compatible with the owner's computer operating system, windows based, Microsoft Office Suite 2000.

### **2.18 W-9**

Successful bidder/respondent shall complete W-9 Form and submit to Purchasing prior to contract award. The form is available at the following link: <http://www.irs.gov/pub/irs-pdf/fw9.pdf>.

### **3. Scope of Work**

**The following is a description of the professional services needed, including, where appropriate, a description of tasks involved:**

#### **3.1 ZONING BOARD ATTORNEY**

The Zoning Board Attorney shall be an Attorney of law of the State of New Jersey. The Zoning Board Attorney shall prepare for and attend all regular and special Zoning Board meetings. The Zoning Board attorney shall prepare and defend all litigation affecting the Zoning Board or any member of it, which is the result of decisions made on applications or in the normal performance of their official duties pursuant to the Municipal Land Use Law and Local Redevelopment Housing Law. The Zoning Board Attorney shall provide legal advice, research and assistance on any other special matters, which the Zoning Board may require to be addressed by the attorney. The Zoning Board Attorney shall draft all legal documents as may be required including preparation of documents, legislation and review of deeds, covenants, easements, etc. The Zoning Board Attorney shall represent or advise the Zoning Board on any matter in which the Zoning Board may have a present or future interest and shall respond to routine calls with staff.

The position of Zoning Board Attorney provides for a **fixed per meeting fee** for the general performance of the following:

- (a) Preparation and attendance at regularly and specially scheduled Zoning Board meetings, being approximately 12 regularly scheduled meetings (*one each month and special meetings as required*).
- (b) Conferences with the City Administrator and land development review staff;
- (c) Preparation of resolutions, reports and documents to the Zoning Board regarding the status of matters; and
- (d) Routine legal research and review of correspondence, deeds, performance guarantees and files.
- (e) Such other matters as may be assigned by the Zoning Board.

The Zoning Board Attorney **shall only be compensated at the rate of \$600.00 per meeting**, which includes the work referred in provisions (a), (b), (c), (d) and (e) of the preceding paragraph.

The City reserves the right to engage counsel to provide legal support in litigation matters, which will be billed at the City's enabling ordinance billing rate plus "out-of-pocket" expenses. Litigation and specialized legal services are generally outlined as follows:

- (a) Representation of the Zoning Board in litigation matters;
- (b) Legal research and preparation of extraordinary legal memoranda involving projects, topics and ordinances (including conferences in connection therewith) which require extensive additional time, research and preparation; and
- (c) Such other matters as may be assigned by the Zoning Board.

#### **3.2 PLANNING BOARD ATTORNEY**

The Planning Board Attorney shall be an attorney at law of New Jersey. The Planning Board Attorney shall attend all regular and special Planning Board meetings. The Planning Board attorney shall prepare and defend all litigation affecting the Planning Board or any member of it, which is the result of decisions made on applications or in the normal performance of their official duties pursuant to the Municipal Land Use Law and Local Redevelopment and Housing Law. The Planning Board Attorney shall provide legal advice, research and assistance on any other special matters, which the Planning Board may require to be addressed by the attorney. The Planning Board Attorney shall draft all legal documents as may be required including preparation of legislation and other documents, and review of deeds,

covenants, easements, agreements, etc. The Planning Board Attorney shall represent or advise the Planning Board on any matter in which the Planning Board may have a present or future interest and shall respond to routine calls with staff.

The position of Planning Board Attorney provides that for a **fixed per meeting fee** for the general performance of the following:

- (a) Preparation and attendance at regularly and specially scheduled Planning Board meetings, being approximately 12 regularly scheduled meetings (*one each month and special meetings as required*).
- (b) Conferences with the City Administrator and land development review staff;
- (c) Preparation of resolutions, reports and documents to the Planning Board regarding the status of matters; and
- (d) Routine legal research and review of correspondence, deeds, performance guarantees and files.
- (e) Such other matters as may be assigned by the Planning Board.

The Planning Board Attorney **shall only be compensated \$600 per meeting**, which includes the work referred in provisions (a), (b), (c), (d) and (e) of the preceding paragraph.

The City reserves the right to engage counsel to provide legal support in litigation matters, which will be billed at the City's enabling ordinance billing rate plus "out-of-pocket" expenses. Litigation and specialized legal services are generally outlined as follows:

- (a) Representation of the Planning Board in litigation matters;
- (b) Legal research and preparation of extraordinary legal memoranda involving projects, topics and ordinances (including conferences in connection therewith) which require extensive additional time, research and preparation; and
- (c) Such other matters as may be assigned by the Planning Board.

#### **4. Proposal Requirements**

The proposal shall be type-written and include the following and all additional documents listed on the checklist:

- Cover letter expressing intent to provide services
- Contact Name and phone number

#### **4.1 Qualification Statement**

A statement is to be provided by the respondent who will serve as the primary contractor. The statement shall set forth brief details of the firm's principal activities, the number of personnel in the firm and the firm's location. Please provide a list of (3) three clients for whom similar services have been provided. Include the following in your response:

- Name of government agency or comparable private entity.
- Contact person's name, position, and current telephone number.
- Dates, cost and scope of service.
- Status and comments

#### **4.2 Key Personnel Information**

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

#### **4.3 Proposal Forms**

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

- Submission Form
- Non-Collusion Affidavit
- Stockholder Disclosure
- Insurance Requirements/Acknowledgement Form
- EEO/Affirmative Action Statement
- Certificate of Employee Information Report

- Business Registration Certificate
- Professional Service Entity Information Report
- Acknowledgement of Receipt of Addenda
- Business Entity Disclosure Certification

**4.4 Location of Servicing Office**

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

**5. Evaluation, Review and Selection Process**

**5.1 Proposals to Remain Subject to Acceptance**

RFP responses shall remain open for a period of sixty (60) calendar days from the stated submittal date. The owner will either award the Contract within the applicable time period or reject all proposals.

The owner may extend the decision to award or reject all proposals beyond the sixty (60) calendar days when the proposals of any respondents who consent thereto may, at the request of the owner, be held for consideration for such longer period as may be agreed.

**5.2 Rejection of Proposals**

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

**5.3 Evaluation Process**

An evaluation team will review all proposals to determine if they satisfy the Proposal Requirements, determine if a proposal should be rejected and evaluate the proposals based upon the Evaluation Criteria. The highest-ranking respondent will then be recommended to the governing body for award of contract, based on price and other factors.

**5.3.1 Evaluation Criteria**

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

Experience in the area of practice	Knowledge of the MLUL	Knowledge of Local Redevelopment law	Familiarity with the geographical area and Availability	Litigation Experience and timeliness	Ability to interpret regulations and ordinances	Cost
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**5.4 Selection Criteria**

Evaluation consideration will include the following:

1. Experience in the area of practice
2. Knowledge of the MLUL
3. Knowledge of Redevelopment and Local Redevelopment Law.
4. Familiarity with the Geographical area and availability
5. Litigation Experience and ability to complete the services in a timely manner.
6. Municipal experience and personnel qualifications.
7. Cost, although a significant factor, may not be a dominant factor. Cost is particularly important when all of the other evaluation criteria are relatively equal.

**5.4.1 Experience in the area of practice (10% weighting)**

A respondent must demonstrate his/her Experience in the specific area of practice.

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

**5.4.2 Knowledge of the MLUL (20% weighting)**

Respondents must have a core competency and demonstrated experience with Municipal Land Use Law. This includes the ability of the respondent to perform all of the tasks and fulfill adequately the stated requirements.

**5.4.3 Knowledge of Redevelopment and Local Redevelopment Law (20% weighting)**

Respondents must have a core competency and demonstrated experience with Housing and Redevelopment and Local Housing and Redevelopment Law. This includes the ability of the respondent to perform all of the tasks and fulfill adequately the stated requirements.

**5.4.4 Familiarity with the Geographical Area and Availability (15% weighting)**

As familiarity with the geographical area and reasonable accessibility are relevant considerations, the respondent should have its office within reasonable distance to the City of East Orange. Respondent should have a working knowledge of the neighborhoods /areas and be able provide details as to its office being staffed and responsive, with sufficient support staff to adequately provide services.

**5.4.5 Litigation Experience and Ability to Timeliness (15% weighting)**

The respondent will be evaluated on knowledge, litigation experience, prior collaboration and successful completion of projects/services similar to that requested in this RFP. This will also be based on the estimated duration of the tasks and the respondent’s ability to accomplish these tasks as stated.

**5.4.6 Ability to interpret regulations and ordinances (10% weighting)**

Expertise of the firm shall be demonstrated by past contract successes providing government or other agencies with similar services. Respondent should have a core competency in interpreting regulations and ordinances. In addition to relevant experience, respondents shall provide personnel qualifications in the Proposal.

**5.4.7 Cost (10% weighting)**

Prices shall be based on rates and schedules of fees in accordance with scope of work (section 3.1). Any services not included as part of any resulting contract scope of services must be approved and authorized by the owner before such work is initiated. The owner shall pay for such approved services, at the rate or cost agreed upon between the owner and contractor.

**5.5 Term of Contract:**

One (1) Year Contract: Commencing and ending on dates to be listed in fully executed contract, along with the option to be extended for two (2) additional one (1) year contracts (Refer 2.14 Non-Allocation of Funding).

**5.6 Notice of Award**

The successful respondent will be notified of the award of contract upon a favorable decision by the governing body.

The Purchasing Agent may then send a Purchase Order to the contractor.

**ADDITIONAL  
DOCUMENTS  
TO BE INCLUDED WITH  
PROPOSAL**

**CITY OF EAST ORANGE  
CHECKLIST**

**ZONING AND/OR PLANNING BOARD ATTORNEY SERVICES (2015)**

**SUBMISSION DATE:**

**TUESDAY, DECEMBER 8, 2015 – 1:00 PM**

Read, Signed  
& Submitted

*The following items are required with the receipt of sealed submissions:*

**Respondent's  
Initials**

- |   |       |
|---|-------|
| 1. Submission Form .....  | _____ |
| 2. Non-Collusion Affidavit .....  | _____ |
| 3. Disclosure of Ownership .....  | _____ |
| 4. Insurance Requirement Acknowledge Form .....   | _____ |
| 5. Mandatory Equal Employment Opportunity Notice Acknowledgement .....  | _____ |
| 6. Copy of your <b>Certificate of Employee Information Report</b> .....   | _____ |
| 7. Copy of your <b>Business Registration Certificate</b> as issued by the State of New Jersey,<br>Department of Treasury, Division of Revenue ..... | _____ |
| 8. Professional Service Entity Information Form .....   | _____ |
| 9. Acknowledgement of Corrections, Additions or Deletions Form .....  | _____ |
| 10. Business Entity Disclosure Certification .....  | _____ |

**Reminder:** Please submit one (1) original and four (4) additional sets of the sealed submission.

This checklist is provided for respondent's use in assuring compliance with required documentation; however, it does not necessarily include all specifications requirements and does not relieve the respondent of the need to read and comply with the specifications.

Name of Respondent: \_\_\_\_\_ Date: \_\_\_\_\_

By Authorized Representative:

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

Print Name & Title: \_\_\_\_\_

**CITY OF EAST ORANGE**

**ZONING AND/OR PLANNING BOARD ATTORNEY**

**SUBMISSION FORM**

1. Names and roles of the individuals who will perform the services and description of their education and experience with projects similar to the services contained herein including their education, degrees and certifications:

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2. References and record success of same similar service:

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3. Description of ability to provide the services in a timely fashion (including staffing, familiarity and location of key staff):

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**Note: Attach additional sheets as necessary.**

Firm \_\_\_\_\_ Date: \_\_\_\_\_

Authorized Representative (Print): \_\_\_\_\_

Signature: \_\_\_\_\_ Title: \_\_\_\_\_

Telephone #: \_\_\_\_\_ Fax #: \_\_\_\_\_

**CITY OF EAST ORANGE  
NON-COLLUSION AFFIDAVIT**

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

ss:

I, \_\_\_\_\_ of the City of \_\_\_\_\_

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

I am \_\_\_\_\_ of the firm of \_\_\_\_\_  
(Title or position) (Name of firm)

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

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide employees or bona fide established commercial or selling agencies maintained by \_\_\_\_\_.  
(name of contractor) (N.J.S.A. 52:34-25)

Subscribed and sworn to

before me this \_\_\_\_\_ day

of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Type or print name of affiant under Signature

\_\_\_\_\_  
Notary public of

My Commission expires \_\_\_\_\_.

**CITY OF EAST ORANGE**  
**STOCKHOLDER DISCLOSURE CERTIFICATION**  
**N.J.S.A. 52:25-24.2 (P.L. 1977 c.33)**  
**FAILURE OF THE BIDDER/RESPONDENT TO SUBMIT THE REQUIRED**  
**INFORMATION IS CAUSE FOR AUTOMATIC REJECTION**

**CHECK ONE:**

- I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.
- I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Legal Name of Respondent Business \_\_\_\_\_

**Check which business entity applies:**

- Partnership                                       Corporation                                       Sole Proprietorship
- Limited Partnership Corporation               Limited Liability Partnership               Limited Liability
- Subchapter S Corporation                       Other \_\_\_\_\_

**Complete if the respondent is one of the 3 types of Corporations:**

Date Incorporated: \_\_\_\_\_ Where Incorporated: \_\_\_\_\_

**Business Address:**

STREET ADDRESS	CITY	STATE	ZIP
TELEPHONE #	FAX #	EMAIL	

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

NAME	HOME ADDRESS
NAME	HOME ADDRESS

CONTINUE ON ADDITIONAL SHEETS IF NECESSARY: Yes  No

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name and Title: \_\_\_\_\_

**CITY OF EAST ORANGE**

**INSURANCE REQUIREMENTS AND ACKNOWLEDGEMENT FORM**

Certificate(s) of Insurance shall be filed with the City’s Clerk’s Office upon award of contract by the City Council.

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

**Professional Liability Insurance**

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

\*Vendor / Firm shall not commence operations until City has been furnished original certificate(s) of Insurance and certified original copies of endorsements or policies of insurance in the amounts and/or minimum coverage(s) required in this proposal.

Acknowledgement of Insurance Requirement:

\_\_\_\_\_  
(Signature) (Date)

\_\_\_\_\_  
(Printed Name and Title)

**CITY OF EAST ORANGE**  
**EEO/AFFIRMATIVE ACTION COMPLIANCE NOTICE**  
**N.J.S.A. 10:5-31 and N.J.A.C. 17:27**  
**GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS**

All successful bidders are required to submit evidence of appropriate affirmative action compliance to the City and Division of Public Contracts Equal Employment Opportunity Compliance. During a review, Division representatives will review the City files to determine whether the affirmative action evidence has been submitted by the vendor/contractor. Specifically, each vendor/contractor shall submit to the City, prior to execution of the contract, one of the following documents:

**Goods and General Service Vendors**

1. 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 is to be provided by the vendor to the City and the Division. This approval letter is valid for one year from the date of issuance.

**Do you have a federally-approved or sanctioned EEO/AA program?**                      Yes  No   
**If yes, please submit a photostatic copy of such approval.**

2. A Certificate of Employee Information Report (hereafter "Certificate"), issued in accordance with N.J.A.C. 17:27-1.1 et seq. The vendor must provide a copy of the Certificate to the City 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. The period of validity of the Certificate is indicated on its face. Certificates must be renewed prior to their expiration date in order to remain valid.

**Do you have a State Certificate of Employee Information Report Approval?**                      Yes  No   
**If yes, please submit a photostatic copy of such approval.**

3. The successful vendor shall complete an Initial Employee Report, Form AA-302 and submit it to the Division with \$150.00 Fee and forward a copy of the Form to the City. Upon submission and review by the Division, this report shall constitute evidence of compliance with the regulations. Prior to execution of the contract, the EEO/AA evidence must be submitted.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) on the Division website [www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance).

The successful vendor(s) must submit the AA302 Report to the Division of Public Contracts Equal Employment Opportunity Compliance, with a copy to Public Agency.

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

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

COMPANY: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_

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

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

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

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

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

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

The contractor or subcontractor 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

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

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

## **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. 5121 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.

**AFFIRMATIVE ACTION COMPLIANCE NOTICE**

N.J.S.A. 10:5-31 et seq. and N.J.A.C.17:27

**GOODS AND SERVICES CONTRACTS**

**(INCLUDING PROFESSIONAL SERVICES)**

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

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

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

OR

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

OR

- (c) A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.



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

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

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

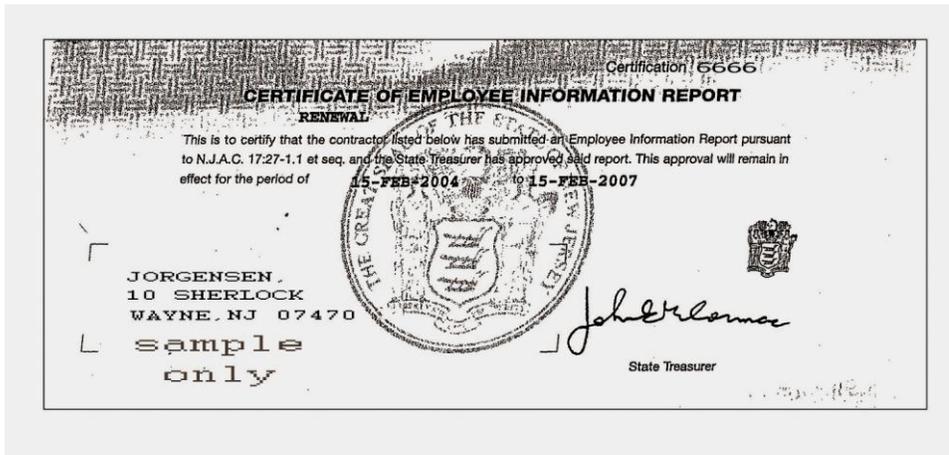
The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C.17:27.

COMPANY: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_

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

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

**PLACE HERE  
A COPY OF THE  
CERTIFICATE OF  
EMPLOYEE INFORMATION  
REPORT**



**PLACE AFFIRMATIVE ACTION  
(Form AA302)  
EMPLOYEE INFORMATION REPORT  
HERE**

ONLY IF YOU DO NOT HAVE THE  
CERTIFICATE OF EMPLOYEE INFORMATION  
TO ATTACH AT THIS TIME

**October 20, 2004**

**Revised Contract Language for BRC Compliance**

*Goods and Services Contracts (including purchase orders)*

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

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

- 1) the contractor shall provide written notice to its subcontractors and suppliers to submit proof of business registration to the contractor;
- 2)\*subcontractors through all tiers of a project must provide written notice to their subcontractors and suppliers to submit proof of business registration and subcontractors shall collect such proofs of business registration and maintain them on file;
- 3) prior to receipt of final payment from a contracting agency, a contractor must submit to the contacting agency an accurate list of all subcontractors and suppliers or attest that none was used; and,
- 4) during the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into this State.

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

# CITY OF EAST ORANGE

THESE ARE **SAMPLES** OF THE **ONLY** ACCEPTABLE  
BUSINESS REGISTRATION CERTIFICATES.

FAILURE TO POSSESS A NEW JERSEY BUSINESS REGISTRATION CERTIFICATE  
MAY BE CAUSE FOR REJECTION OF YOUR PROPOSAL

REGARDLESS OF THE FACT THAT A COPY MAY ALREADY BE ON FILE WITH THE  
CITY OF EAST ORANGE.



STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE  
FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS

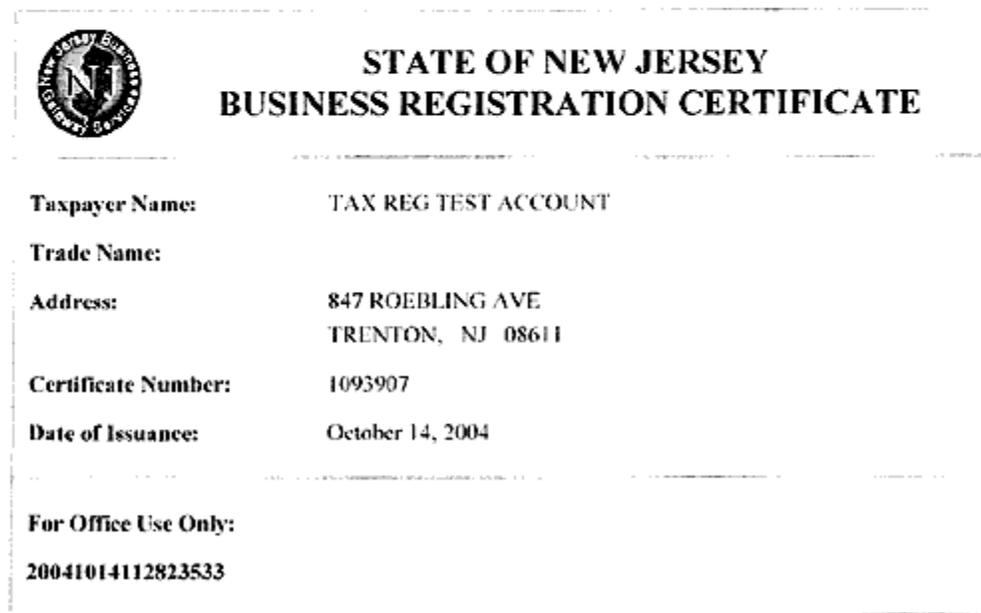
DEPARTMENT OF TREASURY  
DIVISION OF REVENUE  
PO BOX 252  
TRENTON, N.J. 08646-0252

TAXPAYER NAME: TAX REGISTRATION TEST ACCOUNT  
TAXPAYER IDENTIFICATION#: 970-097-382/500  
ADDRESS: 847 ROEBLING AVE  
TRENTON NJ 08611  
EFFECTIVE DATE: 01/01/01  
FORM-BRC(08-01)

TRADE NAME: CLIENT REGISTRATION  
SEQUENCE NUMBER: 0107330  
ISSUANCE DATE: 07/14/04

*John S. Tully*  
Acting Director

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.



 STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: TAX REG TEST ACCOUNT  
Trade Name:  
Address: 847 ROEBLING AVE  
TRENTON, NJ 08611  
Certificate Number: 1093907  
Date of Issuance: October 14, 2004

For Office Use Only:  
20041014112823533

# CITY OF EAST ORANGE

## PROFESSIONAL SERVICE ENTITY INFORMATION FORM

If the professional service Entity is an *INDIVIDUAL*, sign name and give the following information:

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

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

Telephone No.: \_\_\_\_\_ Social Security No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_ E-Mail Address: \_\_\_\_\_

If individual has a TRADE NAME, give such tradename:

Trading As: \_\_\_\_\_ Telephone: \_\_\_\_\_

-----  
If the professional service Entity is a *PARTNERSHIP*, sign name and give the following information:

Name of Partners: \_\_\_\_\_

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

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

Telephone No.: \_\_\_\_\_ Federal I.D. No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_ E-Mail Address: \_\_\_\_\_

Social Security No.: \_\_\_\_\_

Signature of authorized Agent: \_\_\_\_\_

-----  
If the professional service Entity is an *INCORPORATED*, sign name and give the following information:

State under whose laws incorporated: \_\_\_\_\_

Location of principal office: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Federal I.D. No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_ E-Mail Address: \_\_\_\_\_

Name of agent in charge of said office upon whom notice may be legally served.

-----  
Telephone No.: \_\_\_\_\_ Name of Corporation: \_\_\_\_\_

Signature: \_\_\_\_\_ By: \_\_\_\_\_

**CITY OF EAST ORANGE**

**ACKNOWLEDGMENT OF RECEIPT OF ADDENDA**

The undersigned Respondent hereby acknowledges receipt of the following Addenda:

<b>ADDENDUM NUMBER</b>	<b>DATE</b>	<b>ACKNOWLEDGE RECEIPT (Initial)</b>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Acknowledged for: \_\_\_\_\_  
(Name of Bidder)

By: \_\_\_\_\_  
(Signature of Authorized Representative)

Name: \_\_\_\_\_  
(Print or Type)

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

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

**FORM NOT REQUIRED IF NO ADDENDA ISSUED**

**BUSINESS ENTITY DISCLOSURE CERTIFICATION  
FOR NON-FAIR AND OPEN CONTRACTS  
Requires Pursuant to N.J.S.A. 19:44A-20.8  
CITY OF EAST ORANGE**

Part I-Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the <name of business entity> has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.I.2004, c.19 would bar the award of this contract in the one year period preceding December 20, 2005 to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the City of East Orange as defined pursuant to N.J.S.A.19:44A-3(p), (q) and(r).

<b>Mayor Lester E. Taylor, III</b>	Lonnie P. Hughes
Romal D. Bullock	Christopher D. James
Tyshammie L. Cooper	Jacquelyn E. Johnson
Sharon Fields	Andrea D. McPhatter
Theodore R. Green	Quilla E. Talmadge
Alicia Holman	

Part II- Ownership Disclosure Certification

I certify that the list below contains the name and home address of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

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

Name of Stock or Shareholder	Home Address

Part 3 – Signature and Attestation:

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

Name of Business Entity: \_\_\_\_\_

Signed: \_\_\_\_\_ Title: \_\_\_\_\_

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

Subscribed and sworn before me this ____ day of _____, 2_____.	_____ (Affiant)
My Commission expires:	_____ (Print name & title of affiant) (Corporate Seal)



**CITY OF EAST ORANGE  
REFERENCE SUBMITTAL FORM**

---

1.

<b>Name</b>	<b>Title</b>
<b>Nature of Project</b>	
<b>Company</b>	
<b>Phone</b>	<b>Date</b>

2.

<b>Name</b>	<b>Title</b>
<b>Nature of Project</b>	
<b>Company</b>	
<b>Phone</b>	<b>Date</b>

3.

<b>Name</b>	<b>Title</b>
<b>Nature of Project</b>	
<b>Company</b>	
<b>Phone</b>	<b>Date</b>

4.

<b>Name</b>	<b>Title</b>
<b>Nature of Project</b>	
<b>Company</b>	
<b>Phone</b>	<b>Date</b>