

ANSWERS TO QUESTIONS FROM PROPOSERS
CLARIFICATION #1 October 18, 2017

Below are questions and answers to the request for proposal and qualifications:

Q1. The scope of work states that NJDOT funding is being used for this project. Are the bidders expected to provide grant management services for this project?

A1. *Yes, the bidders are expected to provide grant management services for the project.*

Q2. Please confirm that the Borough is televising the storm sewer in Valley Street and the results will not be available until after the bid is due.

A2. *The Borough is currently televising the storm sewer and will provide the results to the chosen engineer. For bidding purposes, assume that all storm sewer will be replaced (same size).*

Q3. For Valley Street and Hillside Avenue it also states to replace the 36" storm sewer. Is this the same sewer that is being televised? Should the bidder anticipate replacing the entire sewer or only repairing sections of it? Under the section regarding televising the sewer, it references making needed repairs, not replacing the storm sewer.

A3. *Hillside Avenue is 21" CMP. Full replacement should be assumed for bidding.*

Q4. Please confirm the Borough is requesting a lump sum proposal broken down into phases as the bidder deems appropriate.

A4. *The Borough is requesting a lump sum proposal broken down into phases for survey, design, bidding and construction services.*

Q5. Is the scope of work for replacement of 36-inch storm drain is only for Valley Street from Shore Drive to Fifth Street? Does drainage repairs scope of work to be finalized after the Televising and Cleaning work for the other streets in the RFP? Has this been done?

A5. *Replacement of the 36" storm drain is only for Valley Street from Shore Drive past Fifth Street and to a chamber 20' from the storm sewer pumpstation. The drainage repair scope of work is to be finalized after the television and cleaning work is complete. The television and cleaning work is currently being completed. Assume full system in-kind replacement for bidding purposes.*

Q6. The RFP indicates that the Borough would like to include the entire Valley Street and Hillside Avenue from Portland Road to Ocean Street (linear footage is not mentioned). The scope of work under these also shows replacement of 36-inch storm drain please verify.

A6. *The Valley Street roadway limits are from Shore Drive to Fifth Street. The scope of work for these streets also includes replacement of the 36" storm drain on Valley Street from Shore Drive beyond Fifth Street to a chamber 20' from the existing storm water pump station. Be advised there is no pavement over the section of pipe beyond Fifth Street to the chamber near the storm sewer pumpstation. It is a dirt access road to the station. Final restoration*

**Re: 2017 Capital Road Improvements to Valley Street,
Hillside Avenue & Portland Road**

in this area should be in kind.

- Q7. The scope of work for the Portland Road from Highland Avenue to Riker Street indicates the same items as for the Valley Street and Hillside Avenue minus the sidewalk and ADA Ramps. Please verify. We would suggest to specify the scope of work for each road separately to avoid any confusion.
- A7. *The scope of work for Portland Road does not include sidewalk and ADA ramps.*
- Q8. Road improvement projects normally requires a topographical survey of the streets covering the ROW and up to front of the abutting property to depict all road features, utilities, castings, rims and inverts, water, gas valves, drainage catch basins with rims and inverts, curb stops, poles, sidewalks, aprons, curbs (top and bottom elevations), hard and soft landscape in front of the properties (that might be disturbed during the improvement work), contours at 2 feet interval. Is any such survey available to the prospective project engineer? Is the Project Engineer required to conduct the survey? The alternate approach is to conduct a visual road physical survey to depict the existing road features and depict the nature and magnitude of the problems on the existing road maps. But this is not a professional approach. Besides, the storm drains replacement would require the profiles to be completed. Please confirm if survey is required so that we can include the cost of survey in the bid.
- A8. *Topographic survey is required.*
- Q9. The RFP/RFQ does not specify the complete scope in terms of the design, preparation of the contract documents (plans and specification), bid solicitation and construction management, administration and construction oversight (full time or part time). In order to put the engineering cost for the construction management/administration and oversight, please provide the duration of the project in terms of no of calendar days.
- A9. *Anticipated project construction duration is 85 work days or 119 calendar days.*
- Q10. The RFP/RFQ states that the Project Engineer will be responsible for any and all permits required. Does this mean the Project Engineer will be responsible as the applicant of the permit and pay the permit fees?
- A10. *The project engineer will prepare and submit all required permit applications on behalf of the Borough. Permit fees will be paid by the Borough.*
- Q11. The Scope of Work section of the RFP&Q states that the Borough is seeking proposals for "professional services for a project engineer...." Please provide a description of the professional services the Borough is seeking.
- A11. *The scope of professional services includes the following:*
- *Topographic survey and base mapping of the streets within the limits identified;*

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- *Engineering design and development of construction plans and specifications suitable for bidding and a construction cost estimate;*
- *Coordination with NJDOT to receive authorization to advertise and concurrence of award;*
- *Completion of application for soil erosion and sediment control certification;*
- *Bidding services including answering questions that arise during the bid process, developing addenda is required, attending the bid opening, reviewing the bids and developing a recommendation of award and bid summary; and*
- *Construction administration and inspection services including NJDOT grant coordination.*

Q12. The introduction section of the RFP&Q states that the “project engineer to the Borough.....shall provide all necessary and desirable services and advice requested by the Borough”. Please provide a more detailed description of what the Borough is expecting of the project engineer.

A12. *Throughout the design process, the project engineer will meet with Borough representatives to review the design. It is anticipated that the project engineer will attend 2 meetings during the design process. The project engineer will provide to the Borough during construction and meet with Borough representatives when needed. It is anticipated that the project engineer will meet with Borough representatives 4 times during construction.*

Q13. On the revised RFP the limits for Hillside Avenue (b) is indicated to include from Portland Road to Hillside Court. In the Scope of work for Hillside Avenue the limits are mentioned from Portland Road to Ocean Road Terminus. Does this mean the project limits for Hillside Ave also include the Hillside Court and the Ocean Road from Hillside Avenue to the dead end terminus towards south? Please verify as this will have an impact on the survey quantity and the required design work.

A13. *The limits for Hillside Avenue are from the intersection with Portland Road to the intersection with Hillside Court which is approximately 475 feet in length.*

DRL

Addendum No. 1

- a. **New Deadline – October 20, 2017 at 3:30 p.m.**
- b. **Added “Project Background & Approach”**
- c. **Clarified “Scope of Services”**
- d. **Revised “Proposed Fee and Billing Method”**

PROJECT BACKGROUND & APPROACH

The Borough is requesting Proposals for Engineering Professional Services for a Project Engineer to work closely with the Borough to implement a 2017 Capital Road Improvement Program. All proposed Road Improvements are within the following project limits:

- a) **Valley Street - from Shore Drive to Fifth Street (approximately 850 feet);**
- b) **Hillside Avenue - from Portland Road to Hillside Court (approximately 475 feet)**
- c) **Portland Road - from Highland Avenue to Riker Street (approximately 800 feet)**

The Borough has received a NJDOT 2016 Municipal Aid Grant in the amount of \$250,000 for the above-referenced improvements to Valley Street. The remainder of the project will be completed with Borough funds.

In addition, as part of this project, the Borough intends to repair or replace the existing 36” storm drainage pipe water trunk main and drainage structures in Valley Street from Shore Drive to Fifth Street. The extent of the repairs or replacement will be determined based on the results of a television inspection which will be completed by others.

The Borough desires to have the following improvements constructed at each location subject to the Project Engineer's evaluation and final recommendations:

Valley Street from Shore Drive to Fifth Street:

1. Replace existing pavement with new HMA surface course, base course and dense graded aggregate base course while maintaining existing roadway width.
2. Install new concrete curb.
3. Install new driveway aprons as necessary.
4. Replace concrete sidewalk and ADA ramps where necessary.
5. Repair or replace the existing storm drainage system with same size piping (36”) and appropriate structures depending on the results of an independent television inspection.
6. Replace existing traffic striping in-kind.
7. Reset existing utility castings as required.
8. Restore disturbed areas adjacent to the areas of work.

Hillside Avenue from Portland Road to Ocean Road (terminus):

1. Replace existing pavement with new HMA surface course, base course and dense graded aggregate base course while maintaining existing roadway width.
2. Install new concrete curb.
3. Install new driveway aprons if necessary.
4. Replace concrete sidewalk and ADA ramps where necessary.
5. Repair or replace the existing storm sewer system with same size piping (36”) and appropriate structures depending on the results of an independent television inspection.
6. Replace existing traffic striping in-kind.

7. Reset existing utility castings as required.
8. Restore disturbed areas adjacent to the areas of work.

Portland Road from Highland Avenue to Riker Street:

1. Replace the existing pavement with new HMA surface course, base course and dense graded aggregate base course.
2. Install new concrete curb.
3. Install new driveway aprons if necessary.
4. Reset existing storm sewer inlets and install bicycle safe grates if necessary.
5. Storm drainage repairs, if necessary, as determined by a television inspection performed by others.
6. Reset existing utility castings as required.
7. Restore disturbed areas adjacent to the areas of work.

SCOPE OF SERVICES

Proposer must provide necessary services to achieve the Borough's objectives, including but not limited to the following:

Pre-Design Phase

1. Obtain topographic survey for Valley street, Hillside Avenue and Portland Road including location of existing utilities and structures.
2. Base mapping prepared at a scale of 1" = 30'. Tax map accuracy right-of-way lines to be shown on the base maps.
3. Contact utility companies by mail to confirm any plans for utility upgrades, expansions or relocations. Inform all utility owners of the proposed road improvement project and notify them of the Borough's moratorium on road pavement disturbance for utility work. Verify that existing sanitary sewer facilities for each roadway are in good condition.

Design Phase

1. Meetings with the Borough to review the proposed improvements. Prepare a preliminary design for each street to include the following items:
 - a. Limits of new sidewalk, driveway aprons and curbing, approximate limits of road pavement reconstruction and existing right-of-way lines based on tax maps.
 - b. Proposed typical sections.
 - c. A preliminary construction cost estimate.
 - d. List of Permits
 - e. Permitting, Bidding and Construction Sequence and Schedule.
3. The preliminary plans will be reviewed with appropriate Borough officials prior to proceeding with final design.
4. It is noted that there may be ADA handicapped accessibility issues where existing utility poles are located in the sidewalk area. If utility poles need to be relocated, obtain cost estimates to relocate poles as needed.
5. Final construction plans prepared in AutoCAD to the following:

- a. Title Sheet with key map
 - b. Standard Legend, General Notes and Typical Section(s) Sheet(s)
 - c. Construction and Layout Plan Sheets (1" = 30')
 - d. Existing Conditions, Grading and Drainage Plan Sheets (1"=30')
 - e. Soil Erosion and Sediment Control Notes and Details Plans
 - f. Maintenance and Protection of Traffic Plan
 - g. Construction Details Sheets
6. Estimated quantities for all construction item(s), and a final construction cost estimate.
 7. Technical specifications will be prepared in book form, in the Borough's format, based on the 2007 New Jersey Department of Transportation Standard Specifications for Road and Bridge Construction.
 8. Determine if construction disturbance will exceed 5,000 square feet of disturbance area. Determine if an application for soil erosion and sediment control certification will be required by the Freehold Soil Conservation District. Calculate the amount of Certification Fees required.
 9. Coordinate with NJDOT to obtain authorization to advertise for bids for the Valley Street portion of the project.
 10. Submit final design plans and technical specifications to the Borough for final review prior to the preparation of final bid documents.

Bidding Phase

1. Upon completion of the plans and specifications, present the project to the Borough at a Public Information Session requesting approval to advertise the project for bids. Print and distribute the bid documents, including final plans and specifications, to prospective bidders/contractors.
2. Answer questions, provide clarifications and respond to Requests For Information (RFI) that arise during the bidding phase of the project, either from Borough officials or prospective bidders.
3. Attend and conduct Bid Opening with the appropriate Borough officials.
4. Assist Borough officials with the bid review process including an evaluation of the contractors' bid submissions. As part of this effort, prepare a bid tabulation sheet comparing the various bids received, review the credentials of the low bidder, and prepare a recommendation for award.
5. Coordinate with NJDOT to obtain concurrence of award for Valley Street once the resolution is adopted by the Borough.

Construction Phase Contract Administration and Construction Observation

Provide a part-time Project Manager (PM) and a part-time Inspector with additional support services from office staff, as required by the PM, for the inspection portion of the contract. In addition to supporting the PM, the inspector will be responsible to observe and document the construction effort to determine that the materials were manufactured and the work installed in general conformance with the contract documents and approved submittals. The assigned personnel must have a minimum of 10 years experience in municipal roadway construction. The following is a description of the services the Proposer must provide, the anticipated performance period for these services and the budget for the cost of same.

The Proposer's PM must perform the following tasks:

1. Prepare and distribute construction contract package for execution, provide engineering review of contract, insurance certification, performance and payment bond and subcontractor registration certificate and distribute executed package to the Borough Attorney for final review and execution by the Mayor and receive and distribute executed copies.
2. Conduct a pre-construction conference among all project stakeholders inviting the contractor, Borough officials, utility representatives, NJDOT, police and all field inspectors and grant compliance personnel and provide an agenda and minutes of this meeting. Coordinate and review initial project submittals including baseline project schedule, insurance certificates, emergency call lists, etc. Pre-construction phase assumed to last approximately 4 weeks.
3. Conduct weekly meetings with representatives of the Borough, the contractor, subcontractor and utility companies to review progress, performance and to address any questions or problems that may have arisen. Borough representatives or other officials, as determined by the PM, will be invited to attend these meetings. Agendas and Minutes of these meetings must be provided and distributed.
4. Review and coordinate submittals received from the contractor including contractor's schedules, shop drawings, product data and samples and material certifications of conformance for general compliance with Contract Documents.
5. Perform quality assurance audits of the project file, determining that contemporaneous documentation, such as inspection reports, quantity log books, material submittals and certifications, material testing records, labor interview forms, manpower status reports, are being generated and complete.
6. After review and input from the Inspector, prepare and process monthly estimates of payment to the Contractor.
7. Review and issue written recommendation to the Borough following receipt of any written claim or dispute from Contractor.
8. Develop a punch list with the Inspector and Contractor and administer the monitoring of its completion.
9. Prepare final closeout documents, including Final Payment Certificate and Change Order, and all grant and project closeout documents as warranted.

The following tasks will be accomplished by the Proposer's inspector during the construction phase of the project:

1. Provide part-time construction observation services for the duration of the construction contract. We anticipate a total of 85 work days of fully engaged on-site construction effort by the contractor. In addition, we anticipate a part-time one-month effort after substantial completion for project closeout.
2. Perform on-site observation of work to determine general conformance to the contract plans and specifications.
3. Determine that certificates of conformance are submitted for those materials used on site that require such.
4. Prepare job reports indicating weather, equipment, personnel, work accomplished on the project and other relevant matters such as issues discussed, field adjustments and decisions. Copies of all reports must be furnished to the Borough.
5. Respond to Contract Document interpretation requests and other requests for information from the Contractor and assist in resolution of questions and/or disputes in accordance with contract provisions.

6. Review Contractor's monthly estimates of work performed and requests for payment. Measure and verify quantities for pay items of work for the Contractor's monthly estimates. Provide payment input to the Project Manager.
7. Support Project Manager with review and input following receipt of a written claim or dispute from Contractor or third party.
8. Finalize with the contractor all as-built quantities.

If the contractor does not reach substantial completion of the work by the agreed upon contract completion time, and the Proposer's budget for contract administration and inspection services prior to substantial completion is fully expended, the Proposer will ask the Borough to enforce the section of the contract allowing the Borough to deduct payment to the contractor in order to pay for continued engineering services and the Proposer will request a change order for the additional services required. Similarly, should the Proposer's services be required beyond 10 hours on any day and/or on Sundays, the Proposer will also ask the Borough to enforce the section of the contract allowing the Borough to deduct payment to the contractor in order to pay for the excess hours and the Proposer will request a change order for the additional services.

PROJECT SCHEDULE

Assuming a Professional Services Agreement is awarded and authorization to proceed is issued by the Borough in November 2017, the Proposer shall comply with the following project schedule at a minimum (or provide an accelerated alternative schedule):

<u>Task</u>	<u>Anticipated Completion Date</u>
1. Pre-Design Phase (Field survey & data collection, base mapping and utility inquiries)	December 15, 2017
2. Preliminary Design	January 2018
3. Final Design and Bid Documents	February 2018
4. Bid Advertisement and Bid Opening	March 2018
5. Construction Contract Award	April 2018
6. Pre-Con Meeting and Construction Start	May 2018
7. Substantial Completion	September 2018 (4 month construction duration)

PROPOSAL FEE AND BILLING METHOD

The Proposer is prepared to proceed upon Borough written authorization for a not-to-exceed fee noted below to be billed monthly based on percent complete (with invoice backup to include detailed time charges, specific personnel names and titles, hours charged and billing notes)

<u>Task</u>	<u>Total</u>
1. Survey Base Mapping and Utilities Evaluation	\$ _____
2. Design, Bid Documents and Permitting	\$ _____
3. Bidding Assistance	\$ _____
4. Construction Administration & Inspection Services	\$ _____
5. Grant Compliance, Closeout and Reimbursement Services	\$ _____
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6. Total Not-to-Exceed Fee	\$ _____

HOURLY RATES FOR ADDITIONAL SERVICES

The Proposer must provide services in a cost-effective manner while responding to the needs of the Borough and the project. If the Borough decides to expand the project scope, require additional meetings, or there are unforeseen conditions that arise during the project, the Proposer may request an additional fee for the additional services via an "extra-work hourly rate" of \$_____ or actual time charges for efforts expended by proposer's project personnel.

**BOROUGH OF HIGHLANDS
COUNTY OF MONMOUTH
STATE OF NEW JERSEY
REQUESTS FOR PROPOSAL & QUALIFICATIONS**

**Project Engineer for 2017 CAPITAL ROAD IMPROVEMENTS TO VALLEY STREET,
HILLSIDE AVENUE AND PORTLAND ROAD**

Sealed proposals only will be received by the Clerk of the
Borough of Highlands, New Jersey and opened and read in public in the Municipal Annex at
42 Shore Drive, Highlands,
New Jersey, on **October 3rd 3:30 p.m.**

Request for Proposal/Qualifications from Engineer/ Engineer Firms interested in
serving as project engineer to the Borough of Highlands for the 2017 CAPITAL ROAD IMPROVEMENTS TO VALLEY
STREET, HILLSIDE AVENUE AND PORTLAND ROAD.

The Borough will utilize the Fair and Open Process under N.J.S.A. 19:44A-20.4 and shall comply with the applicable
statutory requirements which include all the following: Americans with Disabilities Act of 1990; Affirmative Action
(N.J.A.C. 17:27 N.J.S.A. 10:5-31); of N.J.S.A.30:5-33, et seq. (N.J.A.C. 37:27), Equal Employment Opportunity; the
disclosure provisions of N.J.S.A. 19:44A-20.13; the latest revision regarding Business Registration (N.J.S.A. 52:32-44)
with the New Jersey Division of Revenue;; and any other legal requirements applicable to this Project. The Borough of
Highlands acknowledges the Prompt Payment Act (N.J.S.A. 2A:30A-1 et seq.) with regards to payment disputes.

The Borough of Highlands intends to award this Project to the vendor/firm that shows knowledge of such projects,
good references and complies with its requirements for the project, provided that in the judgment of the Borough of
Highlands the fee is reasonable, within available funds and in the interest of the Borough of Highlands. The Borough of
Highlands reserves the right to reject any and all proposals to the extent permitted by law (in accordance with N.J.S.A.
40A:11-13.2 and applicable case law). An award will be made or proposals will be rejected within sixty (60) calendar
days after the opening of the proposals, unless Mayor and Council extends the award period.

All Addenda will be issued in the website www.highlandsborough.org. Therefore, all interested respondents should
check the website from now through the date due. It is the sole responsibility of the respondent to be knowledgeable of
all addenda related to the procurement.

Respondents shall comply with the said requirements.

The Borough of Highlands also reserves the right to conduct interviews of any and or
all applicants, as it deems necessary.

By order of the Mayor and Council of the Borough of Highlands
Emailed proposal packets not accepted

**BOROUGH OF HIGHLANDS REQUEST
FOR PROPOSAL FOR 2017 CAPITAL
ROAD IMPROVEMENTS TO VALLEY
STREET, HILLSIDE AVENUE AND
PORTLAND ROAD**

Scope of Work

The Borough of Highlands is seeking proposals for professional services for a project engineer for the 2017 Capital Road Improvements for Valley Street going from Shore Drive to Fifth Street 850 ft approximately per the Borough Engineer, Hillside Avenue going from Hillside Court to Portland Road for approximately 475 ft per the Borough Engineer and then Portland Road from Highlands Avenue to Riker Street approximately 800 ft. This project would be utilizing 2016 NJDOT funds that have awarded for \$250,000. If there is additional cost, the Borough will be funding such cost.

The Borough is looking to replace storm drainage systems for Valley Street from Shore Drive to Fifth Street. Upon results of televising and cleaning the remaining drainage system, the scope would need to include needed repairs.

The Borough would like to include in the project concerning Valley Street and then Hillside Avenue from Portland Road to Ocean Road:

- replace paving – exact specs can be discussed in design phase
- curbing and concrete sidewalks that are ADA compliant
- driveway aprons as needed
- replace 36" storm water system piping (per Borough Engineer)
- replace striping as needed
- reset the existing utility castings as needed and required
- address repairs as needed

The Borough would like to include in the project concerning Portland Road from Highland Avenue to Riker Street:
- The same as the above minus the sidewalk and ADA ramps

The Project Engineer will be responsible for any and all permits required.

DATE:

COMPANY NAME: ADDRESS:

The undersigned declares that he/she has carefully examined and fully understands the specifications and requirements contained in the Request for Proposal and agrees to furnish and deliver all materials and work in accordance with said terms.

Vendor/Firm

Authorized Signature

Print Name

Title

Telephone (office)

Cell Phone

Email Address

Telephone (office)

Cell Phone

Email Address

RATES:

\$ _____

\$ _____

\$ _____

\$ _____

Contract not to exceed \$ _____

Please include the lump sum price and include the breakdown

BOROUGH OF HIGHLANDS

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

<u>Addendum Number</u>	<u>Dated</u>	<u>Acknowledge Receipt</u> (initial)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

No addenda were received:

Acknowledged for: _____
(Name of Bidder)

By: _____
(Signature of Authorized Representative)

Name: _____
(Print or Type)

Title: _____

Date: _____

Introduction

Pursuant to the Fair and Open Process established by N.J.S.A. 39:44A-3, et. Seq., the Borough seeks Requests for Proposal ("RFP") from engineering vendors/ firms licensed to practice in the State of New Jersey that wish to serve as project engineer to the Borough of Highlands for the 2017 CAPITAL ROAD IMPROVEMENTS TO VALLEY STREET, HILLSIDE AVENUE AND PORTLAND ROAD .The successful firm must have significant experience in representing New Jersey public entities. The successful person/firm will provide the following services: The project engineer to the Borough of Highlands for the 2017 CAPITAL ROAD IMPROVEMENTS TO VALLEY STREET, HILLSIDE AVENUE AND PORTLAND ROAD in the State of New Jersey and shall provide all necessary and desirable services and advice requested by the Borough.

1. Hourly rate and any other charges for services.
2. Break down of billing method.
3. Total Cost of Project

Professional Information and Qualifications

Each interested project engineer shall submit the following information:

1. Name of engineer and firm if any in which engineer is associated;
2. Address of principal place of business and all offices and corresponding telephone and fax numbers.
3. Areas of Practice;
4. Description of experience, qualifications, number of years with the current firm and a descriptive narrative of their experience with projects similar to those required herein;
5. Experience related to representation of Municipalities and other public entities;
6. At least three (3) references, of which must have knowledge of your representation of a public entity;
7. Any other information which the interested engineer deems relevant;
- 8 A copy of your New Jersey Business Registration Certificate;
9. A completed Non Collusion form (attached).
- 10 A completed Affirmative Action form (attached)
11. A completed Americans with Disabilities form (attached)

Selection Criteria

The selection criteria used in awarding a contract or agreement for professional services as described herein shall include:

1. Qualifications of the individual who will perform the tasks and the amounts of their respective participation;
2. Experience and references;
3. Ability to perform the task in a timely fashion and availability for appearances on behalf of the Borough, including staffing and familiarity with the subject matter; and
4. Cost effectiveness.

Submission Requirements

Responses to this RFP must be delivered in a sealed envelope bearing the

Title : PROJECT ENGINEER SERVICES 2017 CAPITAL ROAD IMPROVEMENTS TO VALLEY STREET, HILLSIDE AVENUE AND PORTLAND ROAD and received no later than **3:30 pm on OCTOBER 3, 2017**

addressed to:

Borough QPA and Clerk, Borough of Highlands

42 Shore Drive

Highlands, New Jersey 07732

Emailed proposal packets not accepted

INSTRUCTIONS TO VENDORS AND STATUTORY REQUIREMENTS

SUBMISSION OF RFP's / PROPOSALS

1. Sealed proposals shall be received by the contracting unit, hereinafter referred to as "Borough," in accordance with public advertisement as required by law, with a copy of the notice being attached hereto and made a part of the Scope of Services.
2. Sealed proposals will be received by the location at the time and location as stated in the Notice to Vendors.
3. The proposal(s) shall be submitted in a sealed envelope: (1) addressed to the Borough, (2) bearing the name and address of the Vendor written on the face of the envelope, and (1) clearly marked "SEALED RFP" with the contract title, "Project Engineer Services for 2017 CAPITAL ROAD IMPROVEMENTS TO VALLEY STREET, HILLSIDE AVENUE AND PORTLAND ROAD". There shall be one (2) original paper copies of the proposal submitted.
4. It is the Vendor's responsibility that proposals are presented to the Borough at the time and at the place designated. RFP's may be hand delivered or mailed; however, the Borough disclaims any responsibility for RFP's forwarded by regular or overnight mail. If the proposal is sent by express mail service, the designation in sub-section 3, above, must also appear on the outside of the express mail envelope. Proposals received after the designated time and date will be returned unopened.
5. Scaled RFP's forwarded to the Borough before the time of opening of RFP's may be withdrawn upon written application of the Vendor who shall be required to produce evidence showing that the individual is or represents the principal or principals involved in the proposal. Once RFP's have been opened, they shall remain firm for a period of sixty (60) calendar days.
6. The entire proposal section of the RFP package is to be returned completed. All RFP's must be made upon the proposal forms attached hereto, and should give the unit price in figures and the total price for the work, both in words and in figures, and must be signed and acknowledged by the Vendor, in accordance with the directions in the Proposal. All prices and amounts must be written in ink or preferably machine-printed on the forms provided only. 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 Scope of Services, or irregularities of any kind, may be rejected by the Borough. Any changes, whiteouts, strikeouts, etc. in the RFP's proposal must be initialed in ink by the person signing the proposal.

7. Each proposal form must give the full business address, business phone, fax, e-mail if available, the contact person of the Vendor, and be signed by an authorized representative as follows:
 - [Proposals by partnerships must furnish the full name of all partners and 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.

8. Vendor 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 Vendors. It is a serious crime for the Vendor to knowingly submit a false claim and/or knowingly make material misrepresentation.
 - [N.J.S.A. 2C:27-10 provides that a person commits a crime if said person offers a benefit to a public servant 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 Vendor commits a crime if said person, directly or indirectly, confers or agrees to confer any benefit not allowed by law to a public servant.
 - [Vendor should consult the statutes or independent legal counsel for further information.

INTERPRETATION AND ADDENDA

1. The Vendor understands and agrees that its proposal is submitted on the basis of the RFP's prepared by the Borough. The Vendor accepts the obligation to become familiar with the Scope of Services.

2. Vendors are expected to examine the Scope of Services and related proposal documents with care and observe all their requirements. Ambiguities, errors or omissions noted by Vendors should be promptly reported in writing to the appropriate official. Any prospective Vendor who wishes to challenge a

proposal's Scope of Services shall file such challenges in writing with the contracting agent no less than three (3) business days prior to the opening of the proposals. Challenges filed after that time shall be considered void and having 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 Vendor fails to notify the Borough of such ambiguities, errors or omissions, the Vendor shall be bound by the requirements of the Scope of Services and the Vendor's submitted proposal.

3. No oral interpretation and or clarification of the meaning of the Scope of Services will be made to any Vendor. Such request shall be in writing, addressed to the Borough's finance department via email to kgonzales@highlandsborough.org. 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 of the proposal for goods and services.

All interpretations, clarifications and any supplemental instructions will be in the form of written addenda to the RFP's, and will be distributed to all prospective Vendors via the Borough's website (www.Highlandsborough.org). All addenda so issued shall become part of the RFP and proposal documents, and shall be acknowledged by the Vendor in the proposal. The Borough's interpretations or corrections thereof shall be final.

When issuing addenda, the Borough shall provide required notice prior to the official receipt of proposals to any person who has submitted a proposal or who has received a proposal package pursuant to N.J.S.A. 40A:11-23c.1.

4. Discrepancies in Proposals

- [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.
- [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 Borough of the extended totals shall govern.

INSURANCE AND INDEMNIFICATION

The Vendor shall be required to have the following insurance coverage. Said coverage shall be applicable to this proposal and be made a part of the proposal documents:

INSURANCE REQUIREMENTS

[[[Worker's Compensation Insurance

Workers 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.

[[[General Liability Insurance

The Vendor shall furnish evidence to the Borough prior to the work he/she or any of his/her subcontractors perform and will provide Standard Vendor's Liability for any operations to be performed by vendor or subcontractors as follows:

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

[[[Professional Liability Insurance

Professional liability insurance covering Vendor for claims arising from its representation of the municipality with limits of not less than \$1,000,000 for any one occurrence, which shall be claim based, and coverage shall be maintained in full force during the life of the contract.

CERTIFICATES OF THE REQUIRED INSURANCE

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

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

INDEMNIFICATION

The Vendor shall indemnify, defend, and save harmless the Borough, at the vendors own cost and expense, from and against all losses and all claims, demands, payments, suits, actions, recoveries and judgments of every nature and description brought or recovered against him, by reason of any act or

omission of the said Vendor, his agents or employees, in the delivery of services, execution of the work, or in the guarding of it.

The Vendor shall, and is hereby authorized to, obtain and pay for such insurance, naming as one of the assured, the Borough of Carteret, as will protect the Borough from its contingent liability under this contract, and the Borough's right to enforce against the Vendor any provision of this article shall be contingent upon full compliance by the Borough with the terms of such insurance policy or policies, a copy of which shall be deposited with the Borough.

PRICING INFORMATION FOR PREPARATION OF PROPOSALS

1. The Borough is exempt from any local, state or federal sales, use or excise tax.
2. The prices shall remain firm for the contract period(s). The prices shall include the delivery and furnishing of all materials, travel time, travel expenses, and the performance of all labor and services necessary for proper completion of the work, except such as may be otherwise expressly provided in the Contract Documents.
3. Vendor shall be responsible for obtaining any applicable permits or licenses from any government entity that has jurisdiction to require the same. All proposals submitted shall have included this cost.
4. Vendors shall insert prices for furnishing goods and services required by the Scope of Services. Prices shall be net, including any charges for shipping, handling, copying, compiling, packing, etc. All transportation charges shall be fully prepaid by the Vendor. The Borough shall not be responsible for delivery costs or travel costs of any type.

STATUTORY AND OTHER REQUIREMENTS

Where applicable, the following are mandatory requirements of this proposal and contract.

1. MANDATORY AFFIRMATIVE ACTION CERTIFICATION

No firm 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. The following information summarizes the full, required regulatory text, which is included as Appendix A of this proposal Scope of Services.

[Goods and Services (including professional services) Contracts

2. AMERICANS WITH DISABILITIES ACT OF 1990

Discrimination on the basis of disability in contracting for the purchase of goods and services is prohibited. Vendors are required to read Americans with Disabilities language that is included as Appendix B of this Scope of Services and agree that the provisions of Title II of the Act are made a part of the contract. The Vendor is obligated to comply with the Act and to hold the Borough harmless.

3. STOCKHOLDER DISCLOSURE

N.J.S.A. 52:25-24.2 provides that no corporation or partnership shall be awarded any contract for the performance of any work or the furnishing of any goods and services, unless, prior to the receipt of the proposal or accompanying the proposal of said corporation or partnership, Vendors shall submit a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own ten percent or more of its stock of any class, or of all individual partners in the partnership who own a ten percent or greater interest therein. The included Statement of Ownership (P-2) shall be completed and attached to the proposal. This requirement applies to all forms of corporations and partnerships, including, but not limited to, limited partnerships, limited liability corporations, limited liability partnerships and Subchapter S corporations. Failure to submit a stockholder disclosure document shall result in rejection of the proposal.

4. PROOF OF BUSINESS REGISTRATION

N.J.S.A. 52:32-44 requires that each Vendor (Vendor) submit proof of business registration with the proposal. Proof of registration shall be a copy of the Vendor's Business Registration Certificate (BRC). A BRC is obtained from the New Jersey Division of Revenue. Information on obtaining a BRC is available on the internet at www.nj.gov/njbgs or by phone at (609) 292-1730. N.J.S.A. 52:32-44 imposes the following requirements on Vendors and all subcontractors that **knowingly** provide goods or perform services for a Vendor fulfilling this contract:

Failure to submit proof of registration within three (3) days of award for this proposal requires mandatory rejection of a proposal as a non-waivable defect.

5. NON-COLLUSION AFFIDAVIT

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

6. PAY TO PLAY

Starting in January, 2007, 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.elcc.state.nj.us.

Businesses are further required to comply with all local ordinances regarding contribution limits for publicly contracted entities. Business entities are obligated to become familiar with their obligations under the local ordinances prior to submitting proposals for public contracts to the Borough of Highlands.

METHOD OF CONTRACT AWARD

1. The Borough and the successful Vendor, shall execute said contract within 60 days of opening. Failure or neglect of the Vendor to execute said contract or to contact the Borough to request an extension to execute said contract shall constitute a breach and the Borough can award the contract to the 2nd choice Vendor. Any contract resulting from this proposal shall be subject to a not to exceed amount, and the Borough shall not be responsible for any amount above the not to exceed amount listed in the Notice of Award. 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.
2. The form of contract shall be submitted by the Borough to the successful Vendor. Terms of the Scope of Services/proposal package prevail. Vendor exceptions must be formally accepted by the Borough. Vendor exceptions must be listed on the vendor's submitted proposal in order to be considered by the Borough.
3. The Borough reserves the right to waive immaterial formalities. The Borough reserves the right to procure these items under State Contracts or inter-local agreements, if so desired.

CAUSES FOR REJECTING RFP's /PROPOSALS

Proposals may be rejected for any of the following reasons:

1. All proposals pursuant to N.J.S.A. 40A:11-13.2;
2. If more than one (1) proposal is received from an individual, firm or partnership, corporation or association under the same name; ,
3. Multiple proposals from an agent representing competing Vendors;
4. The proposal is inappropriately unbalanced;
5. The Vendor is determined to possess, pursuant to N.J.S.A. 40A:11-4b, Prior Negative Experience; or,
6. If the successful Vendor fails to enter into a contract within seven (7) days, Sundays and holidays excepted, or as otherwise agreed upon by the parties to the contract.
7. If the mandatory forms are not received within the RFP Packet.
- 8.

TERMINATION OF CONTRACT

1. 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 Borough 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 Borough of any obligation for balances to the Vendor of any sum or sums set forth in the contract. The Borough will pay only for goods and services accepted prior to termination.
2. Notwithstanding the above, the vendor shall not be relieved of liability to the Borough for damages sustained by the Borough by virtue of any breach of the contract by the Vendor and the Borough may withhold any payments to the Vendor for the purpose of compensation until such time as the exact amount of the damage due the Borough from the Vendor is determined.
3. The Vendor agrees to indemnify and hold the Borough 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 Borough under this provision.
4. In case of default by the Vendor, the Borough may procure the services from other sources and hold the Vendor responsible for any excess cost.
5. 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 Borough reserves the right to cancel the contract.
6. ACQUISITION, MERGER, SALE AND/OR TRANSFER OF BUSINESS, ETC.
It is understood by all parties that if, during the life of the contract, the Vendor disposes of his/her business concern by acquisition, 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 must be approved by the Borough.
7. 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 Borough.
8. The Borough may terminate the contract for convenience by providing 30 calendar days advance written notice to the Vendor.
9. If the successful Vendor and/or any of its employees and/or agents are required to be licensed and/or registered in order to perform the services which are the subject of this or any agreement thereof, then the agreement shall be terminated in the event that the appropriate governmental entity with jurisdiction has instituted an action to have the vendor's license and/or registration suspended or revoked, or in the event that such entity has revoked or suspended said license or denied such registration. Notice of termination pursuant to this subparagraph shall be effective immediately upon the giving of said notice.

N.J.S.A. 10:5-31 and N.J.A.C. 17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
(Mandatory Affirmative Action Language)

FOR GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS:

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

The Vendor 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 or sex. Except with respect to affectional or sexual orientation, the Vendor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting for the provisions of this nondiscrimination clause.

The Vendor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the Vendor, 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 or sex.

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

The Vendor 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 Vendor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2 or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

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

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

In conforming with the applicable employment goals, the Vendor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation 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 Vendor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval Certificate of
Employee Information Report Employee Information Report Form
AA302

The Vendor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance and EEO as may be requested by the Division 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 Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

Vendor initials

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

This form is a summary of the successful bidder's requirement to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et seq.

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

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

OR

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

OR

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

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

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

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.1 et seq. and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et seq.

COMPANY: _____

SIGNATURE: _____

PRINT NAME: _____

TITLE: _____

DATE: _____

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

The Vendor and the Borough of Highlands, (hereafter "Borough") 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 Borough pursuant to this contract, the Vendor agrees that the performance shall be in strict compliance with the Act. In the event that the Vendor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the Vendor shall defend the Borough in any action or administrative proceeding commenced pursuant to this Act. The Vendor shall indemnify, protect, and save harmless the Borough, 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 Vendor 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 Borough's grievance procedure, the Vendor agrees to abide by any decision of the Borough which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the Borough, or if the Borough incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the Vendor shall satisfy and discharge the same at its own expense.

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

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

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

Vendor Initials

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

The contractor and the _____ of _____, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

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

NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Detailed information on this requirement is found in Division of Local Government Services Local Finance Notices 2004-17 (8/6/04), 2004-24 (11/1/04), 2005-12 (4/27/05) and on the Division web site at www.nj.gov/dca/lgs/lpc/.

NON-COLLUSION AFFIDAVIT

State of New Jersey
County of _____

ss:

I, _____ residing in _____
(name of affiant) (name of municipality)
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 bid

entitled _____, and that I executed the said proposal with
(title of bid proposal)

full authority to do so that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the _____

_____ relies upon the truth of the statements contained in said Proposal
(name of contracting unit)

and in the statements contained in this affidavit in awarding the contract for the said project.

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

Subscribed and sworn to

before me this day

Signature

_____, 2 _____

(Type or print name of affiant under signature)

Notary public of

My Commission expires _____

(Seal)

STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of

Organization: _____

Organization

Address: _____

Part I Check the box that represents the type of business organization:

- Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- For-Profit Corporation (any type) Limited Liability Company (LLC)
- Partnership Limited Partnership Limited Liability Partnership (LLP)
- Other (be specific): _____

Part II

The list below contains 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. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

OR

No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II other than for any publicly traded parent entities referenced above. 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 pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the **Borough** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with **Borough** to notify the **Borough** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the **Borough** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):		Title:	
Signature:		Date:	

**STATE OF NEW JERSEY – DIVISION OF PURCHASE AND PROPERTY
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

Quote Number: _____ Bidder/Offeror: _____

**PART 1: CERTIFICATION
BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.
FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE.**

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders must review this list prior to completing the below certification. Failure to complete the certification will render a bidder's proposal non-responsive. If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party

PLEASE CHECK THE APPROPRIATE BOX:

I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification below.

OR

I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

EACH BOX WILL PROMPT YOU TO PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, CLICK THE "ADD AN ADDITIONAL ACTIVITIES ENTRY" BUTTON.

Name _____	Relationship to Bidder/Offeror _____
Description of Activities _____ _____	
Duration of Engagement _____	Anticipated Cessation Date _____
Bidder/Offeror Contact Name _____	Contact Phone Number _____

ADD AN ADDITIONAL ACTIVITIES ENTRY

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the State of New Jersey is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the State of New Jersey and that the State at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): _____ Signature: _____
Title: _____ Date: _____

DPP Standard Forms Packet 11/2013

Please submit 2 originals of the Request for Proposal