

REQUEST FOR PROPOSALS (RFP) for  
ARCHITECTURAL SERVICES  
NEW BOROUGH HALL BUILDING  
BOROUGH OF HIGHLANDS,  
Monmouth County, New Jersey

The Borough of Highlands is seeking sealed proposals from Architectural firms; hereafter called "Proposer(s)" to secure architectural design and construction administration services for the construction of a New Borough Hall to be located at 151 & 159 (Block 37, Lots 12.02 & 13) NJ State Highway Route 36 (Navesink Avenue), Highlands, NJ or any other suitable site in town that may be selected by the Borough. The New Borough Hall will be the location of the Highlands Police Headquarters, Municipal Court, First Aid, and Administrative Offices.

Proposers shall provide Architectural services for pre-design, schematic design, design development, construction documentation, construction administration and inspections to complete a multi-story facility with a footprint of approximately 15,000 sq./ft. The approximate size and location of the facility are preliminary expectations envisioned by the Borough at this time. All criteria will be evaluated and confirmed by the successful Project Architect along with all project stakeholders during the very early stages of project research and design. The Borough will select the Proposer most qualified to perform the services described in the Request for Proposals, and who meets all relevant selection criteria.

A mandatory pre-proposal meeting will be held on Tuesday, March 29, 2016 at 1:00 p.m. in the Highlands Borough Community Center, 22 Snug Harbor Ave, Highlands, NJ. This meeting is designed to provide Proposers with the opportunity to ask questions about the selection process and the program.

The full version of this RFP can be downloaded from the Borough's website at [www.highlandsnj.us](http://www.highlandsnj.us) Hard copies will be made available in the office of the Borough Clerk located at 42 Shore Drive, Highlands NJ during normal business hours. Questions regarding this Request for Proposals should be directed to the Project Manager:

Jason Harzold  
T&M Associates  
11 Tindall Road  
Middletown, NJ 07748-2792  
(732) 671-6400  
[jharzold@tandmassociates.com](mailto:jharzold@tandmassociates.com)

Proposers shall submit their sealed proposals no later than **Friday, April 8, 2016 @ 11:00AM LOCAL TIME**, to the Highlands Borough Municipal Offices located at 42 Shore Drive, Highlands, NJ. The sealed proposals shall be clearly labeled "**PROPOSAL FOR ARCHITECTURAL SERVICES – NEW BOROUGH HALL BUILDING, BOROUGH OF HIGHLANDS, NJ**".

## **A. Project Background and Summary of Services:**

The Borough of Highlands is seeking Proposals from Architectural firms in order to provide design, public bidding, contract administration and other architectural services for the construction of a New Borough Hall Building consisting of a multi-story structure having a footprint of approximately 15,000 square feet and will house the Borough of Highlands Police Headquarters, Municipal Court, Administrative Offices, and any other services that may be contemplated by the Borough. The construction of the proposed new building has been deemed necessary due to damage to the Borough's existing facilities caused by Hurricane Sandy. All suggested building criteria (i.e. building size, square footage, etc.) are preliminary expectations envisioned by the Borough at this time. All criteria must be evaluated and confirmed by the Project Architect along with all project stakeholders during the very early stages of project research, programming, and design development.

As a result of this solicitation, the Borough may request a combination of architectural services related to pre-construction, construction, and closeout phases of the project. Proposals provided in response to this request shall address the respondent's ability to provide the various services required for each project phase which would include, but not be limited to, the following:

1. Programing Phase
  - a. Create a Program of Spaces for building interior, including: basic information such as sizes, space requirements, workflows, activities and special uses.
  - b. Facilitate meetings with Borough staff as needed to develop basic components and traffic planning of building program, including standard building systems, equipment and materials and code compliance.
  - c. Provide schematic site plan sketches, schematic cost estimates and conceptual project schedule.
  - d. Prepare and submit program plan of spaces and adjacencies layout for Borough review and approval.
  - e. Coordination with FEMA/NJOEM and Borough Engineer related to the FEMA Project Worksheet.
2. Design Development Phase
  - a. Work with the Borough on space planning and design options and recommendations.
  - b. Estimate construction costs. The Design Development Phase shall include all subconsultants' fees, including, but not limited to, Technology/IT consultants, Acoustics Consultant, Coordination with NJ Department of Corrections, Earthwork Monitoring, etc.
  - c. Facilitate meetings with Borough staff to review space square footage and space utilization needs to develop Preliminary Design Documents.
  - d. Conduct Design-Development meetings with Borough staff and address points of clarification regarding the project.
  - e. Prepare and submit Preliminary Project Design Documents, Preliminary Specifications, Preliminary Cost Estimate and Schedule to the Borough for review and approval.
3. Construction Document Phase

- a. Prepare complete Construction Documents and Specifications.
  - b. Submit Construction Documents for review.
  - c. Correct plans to reflect issues noted by review.
4. Bid Phase
- a. Preparation of bid documents and specifications suitable for public bidding and conduct a pre-bid conference.
  - b. Respond in writing to questions from bidders and prepare addenda as necessary.
  - c. Distribute plans and bid documents to interested bidders and keep record of plan holder's list.
  - d. Evaluation of bids based upon bidders' qualifications, compliance with bid requirements and price and make a recommendation of award.
5. Construction Administration Phase
- a. Conduct a Pre-Construction meeting and conduct regular construction progress meetings.
  - b. Coordinate, review and process all Requests for Payment, Change Orders, etc. including maintaining a log of all such documents.
  - c. Provide direction for questions and concerns from the contractor in resolution of problems.
  - d. Monitor construction progress, cost, and general conformance with the contract documents throughout the construction process.
  - e. Conduct Substantial Completion Inspection, coordinate and prepare punch list, substantiate that items noted are completed, and issue Substantial Completion Certificate.

## **B. Minimum Architectural Qualifications**

The following is a list of qualifications that the architectural firm should possess at the minimum:

1. New Jersey registration and licensing in the appropriate and applicable disciplines.
2. Thorough knowledge of New Jersey Building Codes and all applicable State Statutes, building codes and regulations including, without limitation, the provisions of Local Public Contracts Law.
3. Thorough knowledge of FEMA Public Assistance funding requirements, regulations, etc. to ensure the project remains fully eligible for Federal Funding.
4. Current relevant working experience designing public facilities and/or similar projects.
5. Comprehensive working knowledge of commonly accepted public facility standards.
6. Strong interpersonal, communication, and presentation skills.
7. Upon award of the contract, ability to secure professional liability insurance for error and omissions as well as commercial general liability, automobile liability and workers' compensation insurance.

## **C. STATEMENT OF QUALIFICATIONS**

Proposals should include:

1. Briefly identify your firm, organizational structure and support resources available to complete the Summary of Services outlined above in this RFP.
2. List the qualifications of key personnel who would be assigned to this project including relative experience, degrees, certifications and professional affiliations.
3. Provide references including name and phone number for recently completed public facility projects.
4. Briefly propose a general work plan to complete the architectural services for the New Highlands Borough Hall Building construction relative to the scope of work as outlined in this RFP.

**In order to be considered, Proposals must be received by the Borough Clerk, Carolyn Cummins, by 11:00 am, Friday, April 8, 2016 at the Highlands Borough Municipal Offices located at 42 Shore Drive Highlands, NJ. Proposals will be evaluated by the Borough's designated evaluation committee and scored based upon relevant criteria. A tentative award date of May 18, 2016 is expected at the Regularly Scheduled Council Meeting held at the Highlands Community Center, 22 Snug Harbor Avenue, Highlands, NJ at 8:00 pm.**

**Proposals should be clearly labelled "Proposal for Architectural Services, New Borough Hall Building, Borough of Highlands, NJ."**

**REQUEST FOR PROPOSALS (RFP) for**  
**ARCHITECTURAL SERVICES**  
**NEW BOROUGH HALL BUILDING**  
BOROUGH OF HIGHLANDS,  
Monmouth County, New Jersey

**FEE PROPOSAL FORM**

**Enter Amount**

- 1. Programing Phase** \$\_\_\_\_\_.
- a. Create a Program of Spaces for building interior, including: basic information such as sizes, space requirements, workflows, activities and special uses.
  - b. Facilitate meetings with Borough staff as needed to develop basic components and traffic planning of building program, including standard building systems, equipment and materials, technology considerations and code compliance.
  - c. Provide a schematic cost estimate and conceptual project schedule.
  - d. Prepare and submit program plan of spaces and adjacent site layout for Borough review and approval.
  - e. Coordination with FEMA/NJOEM and Borough Engineer related to the FEMA Project Worksheet.
- 2. Design Development Phase** \$\_\_\_\_\_.
- a. Work with the Borough on space planning and design options and recommendations.
  - b. Estimate construction costs. The Design Development Phase shall include all subconsultants' fees, including, but not limited to, Technology/IT consultants, Acoustics Consultant, Coordination with NJ Department of Corrections, Earthwork Monitoring, etc.
  - c. Facilitate meetings with Borough staff to review space square footage and space utilization needs to develop Preliminary Design Documents.
  - d. Conduct Design-Development meetings with Borough staff and address points of clarification regarding the project.
  - e. Prepare and submit Preliminary Project Design Documents, Preliminary Specifications, Preliminary Cost Estimate and Schedule to the Borough for review and approval.
- 3. Construction Document Phase** \$\_\_\_\_\_.
- a. Prepare complete Construction Documents and Specifications.
  - b. Submit Construction Documents for review.
  - c. Correct plans to reflect issues noted by review.
- 4. Bid Phase** \$\_\_\_\_\_.
- a. Preparation of bid documents suitable for public bidding and conduct a pre-bid conference.
  - b. Respond in writing to questions from bidders and prepare addenda as necessary.
  - c. Distribute plans and bid documents to interested bidders and keep record of plan holder's list.
  - d. Assist in evaluation of bids based upon bidders' qualifications, compliance with bid requirements and price.
- 5. Construction Administration Phase** \$\_\_\_\_\_.
- a. Conduct a Pre-Construction meeting and conduct regular construction progress meetings.
  - b. Coordinate, review and process all Request for Change Proposals, Change Orders, etc., including maintaining a log of all such documents.
  - c. Provide direction for questions and concerns from the contractor in resolution of problems.
  - d. Monitor construction progress, cost, and general conformance with the contract documents throughout the construction process.
  - e. Conduct Substantial Completion Inspection, coordinate and prepare punch list, substantiate that items noted are completed, and issue Substantial Completion Certificate.

**TOTAL PROPOSED ARCHITECTURAL FEE (Items 1 thru 5)** \$\_\_\_\_\_.

## 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

Each 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:

- i. A photocopy of a valid letter that the Vendor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter); or
- ii. A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4; or
- iii. A photocopy of an Employee Information Report (Form AA 302) provided by the Division and distributed to the public agency to be completed by the Vendor in accordance with N.J.A.C. 17:27-4.

### 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](http://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:

- The Vendor shall provide written notice to its subcontractors and suppliers to submit proof of business registration to the Vendor;
- Prior to receipt of final payment from a contracting agency, a Vendor must submit to the contacting agency an accurate list of all subcontractors or attest that none was used;
- During the term of this contract, the Vendor 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 Vendor, 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) 292-1730.

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.elec.state.nj.us](http://www.elec.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 January one (1). The parties however may agree to extend the one (1) day period in the event the contract cannot be signed in a timely manner. 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 2<sup>nd</sup> 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.
4. The acceptance of a Bid Proposal shall bind the successful Vendor to execute the contract or to be responsible for liquidated damages in the amount of ten percent (10%) of the proposed costs if the vendor fails to enter into the contract or perform services there under.

#### **CAUSES FOR REJECTING BIDS**

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) bid 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. In this case at its option, the Borough may accept the proposal of the 2<sup>nd</sup> lowest, responsive Vendor.
7. If the mandatory forms are not received within the Bid Packet.

#### **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 goods or 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 60 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.

APPENDIX A  
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.**

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. §12101 et seq.*), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the 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.

## LIST OF SUBCONTRACTORS

In accordance with NJSA 40A:11-16, the bidder will set forth below the names, addresses and, if applicable, license numbers of the subcontractors to whom the bidder will subcontract work in the categories listed in connection with the erection, alteration or repair of any public building and the related site work.

WORK

SUBCONTRACTOR

If the "Document Required" box is checked on the Proposal Submission Checklist for the item "Evidence of Registration....," evidence of registration pursuant to NJSA 34:11-56.48 et seq., for all subcontractors listed must be submitted prior to award of a Contract.

**NOTE:** If the BIDDER will not subcontract the work described in any category above but will complete it as prime contractor, it is not necessary to name a subcontractor. In such case, the BIDDER should insert "prime contractor" in the subcontractor name space. If more than one subcontractor will be utilized in any category, attach a certificate signed by the BIDDER listing each subcontractor named in the bid for that category. The certificate shall set forth the scope of work for which the subcontractor has submitted a price quote and which the BIDDER has agreed to award to each subcontractor should the BIDDER be awarded the contract. The certificate shall be submitted to the contracting unit simultaneously with the list of the subcontractors (attached to the Proposal). The certificate may take the form of a single certificate listing all subcontractors or, alternatively, a separate certificate may be submitted for each subcontractor.

Each of the above subcontractors shall be qualified in accordance with 40A:11-1 et seq. The OWNER shall require evidence of performance security to be submitted with this proposal. Evidence of performance security may be supplied by the BIDDER on behalf of the BIDDER and any or all subcontractors, or by each respective subcontractor, or by any combination thereof which results in evidence of performance security equaling, but in no event exceeding, the total amount bid. If separate evidence of performance security will be submitted by any subcontractor, the bid shall be accompanied by a separate certificate from a surety company in accordance with NJSA 40A:11-22.

**AFFIRMATIVE ACTION COMPLIANCE NOTICE**  
**N.J.S.A. 10:5-31 and N.J.A.C. 17:27**

**GOODS AND SERVICES CONTRACTS**  
**(INCLUDING PROFESSIONAL SERVICES)**

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

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

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

OR

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

OR

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

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

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

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

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

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

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

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

TITLE: \_\_\_\_\_

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

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

The contractor and the \_\_\_\_\_ 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.





**STOCKHOLDER DISCLOSURE CERTIFICATION**  
**This Statement Shall Be Included with Bid Submission**

**Name of Business** \_\_\_\_\_

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

**OR**

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

**Check the box that represents the type of business organization:**

Partnership  
Proprietorship

Corporation

Sole

Limited Partnership  
Partnership

Limited Liability Corporation

Limited Liability

Subchapter S Corporation

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

Stockholders:

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

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

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

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

\_\_\_\_\_

\_\_\_\_\_

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

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

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

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

\_\_\_\_\_

\_\_\_\_\_

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

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

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

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

\_\_\_\_\_

\_\_\_\_\_

## **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/lpcl](http://www.nj.gov/dca/lgs/lpcl).

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**NON-COLLUSION AFFIDAVIT**

State of New Jersey  
County of \_\_\_\_\_

ss:

I, \_\_\_\_\_ residing in \_\_\_\_\_  
(name of municipality) (name of affiant)

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)

\_\_\_\_\_ 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)

**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: \_\_\_\_\_