

City of Lambertville

**PUBLIC NOTICE FOR THE SOLICITATION OF
REQUEST FOR PROPOSAL & QUALIFICATIONS
FOR PROFESSIONAL SERVICE CONTRACTS
FOR THE PERIOD OF JANUARY 1, 2023 THROUGH DECEMBER 31, 2023**

Notice is hereby given that sealed submissions will be received by the City Clerk, or designated representative, for the City of Lambertville, on **Friday, December 2, 2022 at 10 a.m.** **1prevaling time**, City Hall, 18 York Street, Lambertville, NJ 08530 then publicly opened and read aloud for the following municipal professionals:

Budget Consultant/Business Administrator	Alternate City Engineer
Alternate City Attorney	Alternate City Planner
Alternate City Prosecutor	Special Engineer for Stormwater Management, MS4 Tier A, and Stormwater Management Utility Advisory
Alternate Public Defender	Zoning Board Attorney
City Auditor	Alternate Zoning Board Attorney
Bond Counsel	Zoning Board Engineer
Planning Board Attorney	Alternate Zoning Board Engineer
Alternate Planning Board Attorney	City Architect
Planning Board Engineer	Alternate City Architect
Alternate Planning Board Engineer	
City Engineer	

Standardized proposal requirements and selection criteria are available in the City Clerk's Office, 18 York Street, Lambertville, New Jersey 08530.

Submission packages may be obtained at the City Clerk's Office, (609) 397-0110, via email at cityclerk@lambertvillenj.org during regular business hours, 9:00 a.m. to 4:00 p.m., Monday through Friday, excluding holidays.

All professional service contractors are required to comply with the requirements of N.J.S.A. 52:32-44 (Business Registration of Public Contractors), N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq. (Contract Compliance and Equal Employment Opportunities in Public Contracts).

Submissions by Corporations and Partnerships shall include a completed Disclosure of Ownership from (N.J.S.A. 52:25-24.2) and shall include a completed Non-Collusion Affidavit.

The City reserves the right to reject any or all submissions due to any defects or waive informalities and accept any submissions that in their judgment will be in the best interest of the City. The City shall award the contract or reject all submissions no later than 60 days from receipt of same.

Cynthia L. Ege, City Clerk

Dated: November 9, 2022

Responsibilities/qualifications of All Professionals:

1. **Professionalism.** All professionals appointed herein are required to conform to all City Code and Employee Handbook.
2. **Management Responsibility.** All professionals are expected to act as managers about their work in addition to performing their work. This includes generally accepted management practices, including, but not limited to:
 1. **Project Plans.** Ensuring clear project plans are created, reviewed, and approved when appropriate
 2. **Accountability.** Creating and holding other stakeholders to timelines and deadlines agreed upon, and holding themselves and their internal teams, if applicable, to same. Proactive reporting and “after-actions” may be required for missed deadlines or project delays.
 3. **Communications.** Ensuring timely and clear communications with all internal and external stakeholders on project work or any other issue
3. **Records/Document Storage and Transmission.** Storing documents, and interacting with City-owned documents or records in a primarily electronically format and in file formats that allow for easy storage and retrieval by others. Professionals are responsible for ensuring that document/record storage:
 1. **Is secure.** That their files are stored electronically in such a way that limit or prohibit access by anyone not working on the project through generally accepted and available security best practices.
 2. **Protects privacy.** That files containing confidential or sensitive information are stored in an appropriate way, whether through encrypted means or otherwise, that ensure maximum protection of any confidential, sensitive or PII (Personally Identifiable Information).
 3. **Is backed-up.** That files are regularly backed up and that backup files are available within 24-48 hours if the primary storage is somehow compromised.
 4. **Is compliant with NJ Open Public Records Act.** This means being familiar with the State of New Jersey records retention schedule and able to respond to OPRA requests the City receives by comprehensively searching and providing electronically responsive records within 72 hours under normal circumstances. Professionals may be required to submit evidence or certification that such search was possible and performed.
4. **Billing.** All respondents agree to being open to providing certain services on a flat rate retainer, as well as abide by best practices in terms of hourly billing as may be appropriate for projects or services that may require hourly billing. It is the Contractor’s responsibility to flag to the Business Administrator concerns about billing, time, or capacity before they become broader issues. All bills must be submitted within 60 days of work being completed, unless a

written exception is given, otherwise the bill may not be eligible to be paid by the City and Contractor agrees to forfeit all future rights to being paid for such bills.

5. **Attitude and Philosophy.** All professionals are expected to be enthusiastic about performing diligent and comprehensive work that will help drive change and increased efficiency of the City government. All professionals are expected to be organized, accountable, and able to self-organize without intervention and should be excited to work in a collaborative and fast-paced team environment.

RESPONSIBILITIES/QUALIFICATIONS OF EACH PROFESSIONALS:

BUDGET CONSULTANT/BUSINESS ADMINISTRATOR: This position requires a minimum of five-years' experience with constructing a municipal budget; must currently hold the position of Business Administrator in another municipality; and a State of New Jersey Certified Municipal Finance Officer is a plus. The Budget Consultant will be responsible for working with staff members and the governing body to construct, introduce, hold public hearings, attend all meetings of the governing body, and see the process through to the adoption.

CITY ATTORNEY – ALTERNATE (for conflicts): The City Attorney shall be a licensed attorney at law of New Jersey, but need not be a resident of the City of Lambertville. The City Attorney shall have such powers and perform such duties as are provided for by the office of the City Attorney by general law or ordinances of the City and will perform such functions as is typical for a municipal attorney. In furtherance of such general powers and duties, but without limitation thereto, the City Attorney, with appropriate review and/or approval with the Mayor and/or City Council and/or Business Administrator and/or City Clerk shall:

1. Draft, approve and/or review as to form and sufficiency all legal documents, contracts, deeds, ordinances and resolutions made, executed or adopted by or on behalf of the City.
2. With appropriate approval, conduct appeals from orders, decisions or judgments affecting any interest of the City as the Attorney may in his/her discretion determine to be necessary or desirable, or as directed by Mayor and Council.
3. Subject to the appropriate approval, have the power to enter into any agreement, compromise or settlement of any litigation in which the City is involved.
4. Render opinions in writing upon any question of law submitted to the Attorney by the Mayor, Council, Business Administrator.

5. Supervise, manage, and direct the work of such additional attorneys and technical professional assistants as the Council may authorize for special or regular employment in or for the City, as well as actively manage any other staff that they may bring into City work (Specialized attorneys, law clerks, etc.)
6. Consultation as necessary or requested with City personnel.
7. Have such other different functions, powers and duties as may be provided by Charter, general law or ordinance or at the direction of the Mayor, Council, or Business Administrator
8. Submit electronic monthly status reports to the Business Administrator and Mayor on the status of all matters that are ongoing
9. Be available on a near-daily basis for consultation and advisory matters, and be available, or have another New Jersey licensed attorney available for time-sensitive matters on a daily basis
10. Attend all meetings as requested or required of the Governing Body, which may include regular, work session, and special meetings
11. The Attorney shall give all legal counsel and advice, where required by the Mayor, Council, Business Administrator, or any member thereof and shall, in general, serve as the legal advisor to the Mayor & Council and City Administration on all matters of City business
12. The Attorney shall represent the City in all judicial and administrative proceedings in which the City or any of its officers or agencies may be a party or have an interest.

CITY PROSECUTOR – ALTERNATE (for conflicts): The Municipal Prosecutor shall be a licensed attorney in good standing at law of New Jersey and shall provide all necessary and desirable legal counsel and advice requested for the prosecution of cases before the Municipal Court of the City, and shall conduct the prosecution of such cases except such crimes and offenses as it may be the duty of the court or state officer to prosecute. The City Prosecutor must be familiar with municipal law and must have at least three (3) years' experience working in local government or as a prosecutor. The Lambertville Municipal Court is currently held in the evening for the first and third Thursday of each month and in the afternoon on the third Wednesday. Court held on the first Thursday begins at 6:00 p.m. Court held on the third Wednesday begins at 1:00 p.m. Special Session of Court is held as the need arises. Alternate City Prosecutor would serve when there is a conflict of interest and/or due to the unavailability of the City Prosecutor.

ALTERNATE PUBLIC DEFENDER (for conflicts): The Alternate Public Defender would serve when there is a conflict of interest and/or due to the unavailability of the Public Defender.

CITY AUDITOR: The City Auditor shall make the annual audit of the City financial records for the year ending December 31, 2022 and to serve as City Auditor for the calendar year 2023 and perform the duties prescribed by law all in accordance with

generally accepted auditing standards and the laws and regulations of the State of New Jersey regarding same. The City Auditor shall perform such duties and render such services as may from time to time be requested by the City, and shall include in their quote and services completing the AFS as well.

BOND COUNSEL: The Bond Counsel shall be a licensed attorney at law of New Jersey. Bond Counsel performs and provides legal advice with regard to the following activities: the preparation of Bond Ordinances and the review of the adoption proceedings; the preparation and review of public finance resolutions, the preparation and issuance of Bond Anticipation, Special Emergency, and Tax Anticipation Notes; and the preparation and issuance of General Obligation Bonds. In addition, Bond Counsel is responsible for the preparation and/or review of any Preliminary Official Statement and Official Statement of the City. Bond Counsel is also responsible for the preparation and/or review of any application to the Local Finance Board, and attendance at any related meetings of the Board.

CITY ENGINEER: The City Engineer shall be a New Jersey licensed professional engineer and shall perform all activities as per NJSA 40A:9- 140 and detailed below and in a subsequent contract with the City, generally encompassing typical municipal engineering services.

The City Engineer shall have the following qualifications:

1. Is multi-disciplined with at least five years' experience in all aspects of municipal engineering (the appointed engineer may be assisted by employees with lesser levels of experience);
2. That the Engineer has been P.E. licensed in the State of New Jersey for at least three (3) years;
3. That the Engineer has at least three (3) years prior experience as a Municipal Engineer or working in a municipal engineering office;
4. That the Engineer, and/or firm, has sufficient staff to satisfy this scope of services;
5. The Engineer has experience in road construction, construction management, land-use law experience, planning and landscaping engineers on staff, experience in environmental studies assessments (wetlands, archaeological, endangered species, hydrologic studies, storm water management), GIS, materials testing, surveying, tax maps, traffic studies, drainage, and extensive knowledge of New Jersey Department of Environmental Protection rules and regulations;
6. Engineer or firm submitting the response to this proposal carries professional liability insurance in an amount of at least \$1,000,000.00 with a carrier that has AAA rating by Best Insurance Digest;
7. Engineer must be in good standing within the Professional Engineering Community.
8. That the Engineer or engineering firm submitting this proposal has not represented within the past three years and does not represent any adverse

parties and claims whether administrative, civil, criminal, or otherwise, against the City.

The City Engineer shall perform all duties as well as those prescribed by NJSA 40A:9-140, all applicable law and any subsequent agreements, subject to the supervision and review of the Business Administrator and/or Mayor and/or City Council:

ALTERNATE CITY ENGINEER: The Alternate City Engineer will serve when the City Engineer has a conflict and will be asked to perform the duties of the City Engineer.

SPECIAL ENGINEER FOR STORMWATER MANAGEMENT, MS4 TIER A, AND STORMWATER MANAGEMENT UTILITY ADVISORY: The City Engineer for Special Projects shall be a New Jersey licensed professional engineer. The City Engineer for Special projects should have experience with flood mitigation. When directed, the City Engineer for Special Projects shall provide services necessary to observe, assess conformity to statutory or other ordinance requirements. When directed, the City Engineer for Special Projects shall provide services necessary to review assess conformity to requirements and take necessary action with respect to issuance of certificates, permits, licenses and similar regulatory documents. When requested, the City Engineer for Special Projects shall provide technical advice to other City members, officials and agents concerning their review of such documents.

PLANNING BOARD ATTORNEY and ALTERNATE PLANNING BOARD ATTORNEY (for conflicts): The Planning Board Attorney shall be an attorney at law of New Jersey. The Planning Board Attorney shall attend all regular and special Planning Board meetings, which shall include routine phone calls with staff. The Planning Board Attorney shall prepare and defend all litigation affecting the Planning Board or any member of it, which is the result of decisions made on applications or in the normal performance of their official duties pursuant to the Municipal Land Use Law. The Planning Board Attorney shall provide legal advice, research and assistance on any other special matters, which the Planning Board may require to be addressed by the attorney. The Planning Board Attorney shall draft all legal documents as may be required including preparation of documents, Developers Agreements, and review of deeds, covenants, easements, etc. The Planning Board Attorney shall represent or advise the Planning Board on any matter in which the Planning Board may have a present or future interest. The Planning Board generally meets the first Wednesday of each month. Special Sessions are held as the need arises.

PLANNING BOARD ENGINEER and ALTERNATE PLANNING BOARD ENGINEER (for conflicts): The Planning Board Engineer shall be a New Jersey licensed professional engineer. The Planning Board Engineer shall perform such duties as specified in New Jersey State Law and the Municipal Codes and Regulations and shall include, but not be limited to, attend all regular and special Planning Board meetings, which shall include routine phone calls with staff, review and report on all development and site plan applications and perform any additional non-escrow work

such as ordinance review as requested by the Planning Board. The Planning Board generally meets the first Wednesday of each month. Special Sessions are held as the need arises.

ZONING BOARD ATTORNEY and ALTERNATE ZONING BOARD

ATTORNEY (for conflicts): The Zoning Board Attorney shall be an attorney at law of New Jersey. The Zoning Board Attorney shall be retained to provide all legal counsel to the Zoning Board and to serve as legal advisor on all matters of the Zoning Board of Adjustment's business. The Zoning Board Attorney shall attend all regular and special Zoning Board meetings, which shall include routine phone calls with staff. The Zoning Board Attorney shall represent or advise the Zoning Board on any matter in which the Zoning Board may have a present or future interest. The Board of Adjustment meets the last Thursday of each month. Special Sessions are held as the need arises.

ZONING BOARD ENGINEER and ALTERNATE ZONING BOARD

ENGINEER (for conflicts): The Zoning Board Engineer shall be a New Jersey licensed professional engineer. The Zoning Board Engineer shall perform such duties as specified in New Jersey State Law and the Municipal Codes and Regulations and shall include, but not be limited to, attend all regular and special Zoning Board meetings, which shall include routine phone calls with staff. The Zoning Board Engineer shall be available for provisions of design reviews, plan reviews and general engineering and planning advice. The Zoning Board Engineer would be available to provide engineering, surveying and construction observation services and any other services required by the Zoning Board of Adjustment. The Board of Adjustment meets the last Thursday of each month. Special Sessions are held as the need arises.

CITY ARCHITECT and ALTERNATE CITY ARCHITECT (for conflicts): The City Architect shall be a licensed architect who has at least three years' experience working with municipal facilities and on municipal architecture projects. When directed, the City Architect shall provide services necessary to review and make recommendations concerning various projects. The City Architect will be responsible for managing all projects that they are directed to work on, including, but not limited to the preparation of budget and project plans, procurement, compliance, creation and distribution of project statuses, and coordinating stakeholder communication. When directed, the City Architect shall provide assistance to the Construction Department and/or the Historic Preservation Commission on various applications conformance with applicable City requirements and needs, municipal ordinances, and to the general requirements of design practice. The City Architect, when requested, shall provide technical advice to the City on its own facilities, and perform a review of all City facilities on an annual basis at the direction and under the supervision of the Business Administrator.

CITY PLANNER – ALTERNATE (for conflicts): The City Planner shall be a New Jersey licensed professional planner. As directed, the City Planner shall prepare for the City reports, presentations and research on land use, housing, open space, economic development, transportation, public utilities, historic preservation, farmland preservation and natural resource protection and conservation. The City Planner assists

and advises the City on techniques, rules and regulations that the City may need in exercising its powers in the area of land use, housing, open space, economic development, transportation, public utilities, historic preservation, farmland preservation and natural resource protection. The City Planner assists and advises the Mayor and City Council in maintaining its land development ordinance. The City Planner provides planning advises to the Mayor, City Council and City Clerk on planning proposals as appropriate and requested. The City Planner prepares plans and other supportive documentation for development and redevelopment, planning board and zoning board, as directed. The City Planner represents the City as directed in meetings with county, other municipalities and State agency officials and for all Planning and Zoning Board of Adjustment meetings. The City Planner assists the City Clerk in planning related matters as needed. The City Planner advises the City as necessary on new or advanced planning techniques. The City Planner shall have the capabilities to prepare maps, reports and public presentations.

CITY OF LAMBERTVILLE
STANDARDIZED SUBMISSION REQUIREMENTS & SELECTION CRITERIA
(FAIR & OPEN PUBLIC SOLICITATION PROCESS FOR PROFESSIONAL
SERVICES)

The City of Lambertville is seeking sealed submissions in response to a Public Notice of the RFP/RFQ for the Solicitation of a Professional Service Contracts.

The standardized submission requirements shall include information relevant to Vendor's Minimum Qualifications and Mandatory Requirements as set forth in Sections III and IV of the RFP, particularly as they relate to the following categories:

- A.1. INFORMATION ESTABLISHING THAT VENDOR MEETS THE MINIMUM QUALIFICATIONS FOR THE POSITION
- B.1. APPLICANT INFORMATION.
- B.2. EXECUTIVE SUMMARY.
- B.3. PROFESSIONAL ABILITY & STAFFING.
- B.4. COSTS & FEES.
- B.5. PAST PERFORMANCE
- B.6. REFERENCES
- B.7. TECHNICAL PROCESS AND EQUIPMENT

The selection criteria to be used in evaluating contracts shall include:

Responsive proposals that satisfy III. "Minimum Qualifications for Particular Positions" and IV. "Mandatory Contents of Proposal for All Professionals" will be evaluated by the city. The city will evaluate proposals based on the following evaluation criteria, separate or combined in some manner, and not necessarily listed in order of significance:

- a. The vendor's general approach to providing the services required under this RFP.
- b. The vendor's documented experience in successfully completing contracts of a similar size and scope to the engagement addressed by this RFP.
- c. The qualifications and experience of the vendor's management, supervisory or other key personnel assigned to the engagement, with emphasis on documented experience in successfully completing work on contracts of similar size and scope to the services required by this RFP.
- d. The overall ability of the vendor to mobilize, undertake and successfully complete the scope of work in a timely fashion. This criterion will include, but not be limited to, the following factors: the number and qualifications of management, supervisory and other staff proposed by the vendor to perform the services required by this RFP; the availability and commitment to the engagement of the vendor's management, supervisory and other staff proposed.
- e. Costs and fee schedules: The city will select the vendor deemed most advantageous to the city, price and other factors considered. The resulting contract will include this RFP, any clarifications or addenda thereto, the selected vendor's proposal, and any changes negotiated by the parties.

**CITY OF LAMBERTVILLE
SUBMISSION FORM**

A. MINIMUM QUALIFICATIONS FOR PARTICULAR POSITIONS

1. Please identify the position Vendor is applying for and provide information sufficient to establish that Vendor meets the minimum qualifications for such position as set forth in Exhibit A.

B. MANDATORY CONTENTS OF PROPOSAL FOR ALL PROPOSALS

1. **APPLICANT Information.** State the name and address of the firm; the name, telephone number, fax number, and e-mail address of the individual applicant responsible for the preparation of the proposal.

2. **Executive Summary.** Provide a statement of not more than two pages, identifying and substantiating why the vendor is best qualified to provide the requested services.

3. **PROFESSIONAL ABILITY & STAFFING:** Describe Vendor's ability to provide the services in a timely fashion taking into account, among other things, staffing, familiarity with the city, office location(s) and availability of key staff. Please include a staffing plan identifying the name(s) of the persons who will be assigned to the engagement, in addition to identifying, the person who the Vendor intends to designate as the responsible person for oversight of all services under the engagement. This section should include the relevant resume information for the professional staff who will be assigned, and at a minimum, describe the person's relevant professional experience, years and type of experience, and number of years with the vendor.

4. **COSTS & FEES:** Provide a fee proposal for the 2023 City year.

5. **PAST PERFORMANCE:** Describe the Vendor's experience in performing services similar to those described in this RFP, with documented past performance of the same and/or similar service, with specific mention of at least two projects completed or positions held in the last three years that includes:

- a. Name of position/Project
- b. Purpose of position/project
- c. Indicators used to measure performance, and the results

6. **REFERENCES:** Provide five references, including at least three current clients for whom services have been provided for at least three years and two former clients for whom services have been provided within the past seven years. Provide the contact names, titles and phone numbers.

7. **TECHNICAL PROCESS AND EQUIPMENT:** Describe any specialized or technical process, software, services or equipment used by the Vendor in performing the

services for the position(s) applied for. In addition to any position-specific processes or equipment, describe relevant record/document management policies and practices the used in relation to client documents or professional work product Vendor uses in compliance with any records security or preservation requirements listed in the RFP. Note: Attach additional sheets as necessary.

Firm _____ Date: _____

Authorized Representative (Print): _____

Signature: _____ Title: _____

Telephone #: _____ Email: _____

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127) N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

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

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

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

The bidder 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 bidder or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2

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

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

In conforming with the targeted employment goals, the bidder or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The bidder shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the division and distributed to the Public Agency through the division's website at www.state.nj.us/treasury/contract_compliance).

The bidder and its subcontractors shall furnish such reports or other documents to the Div. of Purchase and Property, CCAU, & EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Div. of Purchase & Property, CCAU & EEO Monitory Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

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

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

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

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

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

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

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

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

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

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

COMPANY: _____

SIGNATURE: _____

PRINT NAME: _____ TITLE: _____

DATE: _____

BUSINESS REGISTRATION CERTIFICATE

On June 29, 2004, Governor McGreevey signed P.L. 2004, c.57, Business Registration of Contractors with Government Agencies, into law. Effective September 1, 2004, all business organizations that do business with a local contracting agency (i.e., City of Lambertville) are required to be registered with the State of New Jersey, Department of Treasury, Division of Revenue, and provide proof of that registration to the contracting agency before the contracting agency may enter into a contract with the business.

A "Business Organization" means an individual, partnership, association, joint stock company, trust, corporation or other legal business entity or successor thereof.

The law provides that: A copy of the Business Registration Certificate issued by the NJ Department of Treasury; Division of Revenue shall be provided at the time any submission is received; failure to do so is a fatal defect that cannot be cured. This law covers construction as well as non-construction submissions.

Further information may be obtained by visiting the following web site at the State of New Jersey: www.nj.gov/treasury/revenue/busregcert.htm

Goods & Services Contracts (including purchase orders):

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

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

A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with a contracting agency.

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

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

N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

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

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

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

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 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 contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges,

universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

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

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302

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

CITY OF LAMBERTVILLE PROPOSAL SHEET

REQUEST FOR QUALIFICATIONS AND PROPOSAL

PROFESSIONAL SERVICE TITLE: _____

Company Name: _____ Date: _____

Authorized Representative (Print): _____

Signature: _____ Title: _____

Telephone #: _____ Email: _____

Fee for Serving as _____
(Insert Professional Service Title)

\$ _____
(Insert Fee)

Please check if _____ Hourly or _____ Retainer
(Check One)

Attach a schedule of hourly rates and any additional fees charged.

Schedule Attached: Yes _____ No _____
(Check One)

**CITY OF LAMBERTVILLE
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)

(Seal)

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:

- | | | |
|---|--|--|
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Corporation | <input type="checkbox"/> Sole Proprietorship |
| <input type="checkbox"/> Limited Partnership | <input type="checkbox"/> Limited Liability Corporation | <input type="checkbox"/> Limited Liability Partnership |
| <input type="checkbox"/> 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: _____

Subscribed and sworn before me this ____ day of _____, 2__.

(Notary Public)

My Commission expires:

(Affiant)

(Print name & title of affiant)

(Corporate Seal)

CITY OF LAMBERTVILLE

INSURANCE REQUIREMENTS AND ACKNOWLEDGEMENT FORM

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

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

PROFESSIONAL LIABILITY INSURANCE

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

Acknowledgement of Insurance Requirement:

(Signature)

(Date)

Printed Name and Title)