

City of Lambertville
REQUEST FOR PROPOSAL & QUALIFICATIONS
FOR PROFESSIONAL SERVICE CONTRACTS
FOR THE PERIOD OF JANUARY 1, 2026, THROUGH DECEMBER 31, 2026

Notice is hereby given that sealed submissions will be received by the City Clerk, or designated representative, for the City of Lambertville, on **Thursday, January 8, 2026, at 10:00 a.m. prevailing time**, City Hall, 18 York Street, Lambertville, NJ 08530 and opened publicly and read aloud for the position of Administrative Agent for Matters Related to Affordable Housing and Administration of the Small Cities, CDBD Grant.

Standardized proposal requirements and selection criteria are available in the City Clerk's Office, 18 York Street, Lambertville, New Jersey 08530; via email at cityclerk@lambertvillenj.org; and are available on the city's website at www.lambertvillenj.org.

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. The City shall award or reject bid submissions no later than 60 days from receipt of same.

Cynthia L. Ege, City Clerk
Dated: December 18, 2025

**REQUEST FOR PROPOSAL/QUALIFICATIONS FOR PROFESSIONAL SERVICE
CONTRACT APPOINTMENTS FOR THE PERIOD OF
JANUARY 1, 2026, THROUGH DECEMBER 31, 2026**

Issued by the
City of Lambertville

I. PURPOSE AND INTENT

Through this Request for Proposal & Qualifications (RFP), the City of Lambertville (hereinafter the “City”) seeks to engage professionals to serve as the Administrative Agent for Matters Related to Affordable Housing and Administration of the Small Cities, CDBD Grant for the 2026 City year commencing January 1, 2026, or upon appointment, whichever is later, until December 31, 2026. This contract will be awarded through a fair and open process pursuant to NJSA 19:44A-20.4 et seq.

II. RECEIPT AND OPENING OF SUBMISSIONS

CITY AND PROJECT: The City of Lambertville, Hunterdon County, New Jersey (hereinafter called the "CITY") invites submissions for the position of Administrative Agent for Matters Related to Affordable Housing and Administration of the Small Cities, CDBD Grant.

Qualified Applicants. Applications will be accepted from any individuals, corporations or non-profit entities appropriately qualified to perform a particular professional service as specifically defined by this RFP or as otherwise required pursuant to the laws of the State of New Jersey.

The city requires that proposals be submitted in the following format or may not be considered:

One (1) original, hard copy (printed copy must not be stapled or bound), plus One (1) copy of the full proposal in PDF File Format on a flash drive or CD, shall be submitted in sealed envelopes that must be marked designating the “Administrative Agent for Matters Related to Affordable Housing and Administration of the Small Cities, CDBD Grant, Sealed Submission Enclosed” and addressed to:

Cynthia Ege, City Clerk
City Hall
18 York Street
Lambertville, NJ 08530

The envelope and contents must clearly state the position the applicant is applying for.

The proposal must be received no later than **Thursday, January 8, 2026, at 10 a.m. prevailing time**. Submissions delivered by Fax, electronic mail or other digital file transfer protocol will NOT be accepted. The City will not be responsible for submissions forwarded by hand-delivery, the U.S. Mail or any other delivery service in the event delay or losses in transit that may result in a submission being delivered after the appointed time or to a location other than the appointed place identified above.

Proposal submissions will be opened and read aloud on **Thursday, January 8, 2026, at 10 a.m. in the Meeting Room of City Hall, 18 York Street, Lambertville, New Jersey**.

Any inquiry concerning this RFP should be directed in writing to: Cynthia Ege, City Clerk, City Hall, 18 York Street, Lambertville, NJ 08530 or via email to: cityclerk@lambertvillenj.org.

COMPLETION OF SUBMISSIONS: Each submission must be provided on a Standardized Submission Form as supplied in the RFP package, signed by the principal of the professional services entity, where applicable, thereof and shall contain the name, address, and telephone number of the professional services entity. All prices and amounts must be written in ink or preferably typewritten. Each signatory to the submission must initial all erasures or corrections.

The Standardized Submission Form shall be fully completed and accompanied by: Non-Collusion Affidavit, Disclosure of Ownership Form, Insurance Requirement Acknowledgement Form, Mandatory Equal Employment Opportunity Notice Acknowledgement, copy of the applicable Business Registration Certificate, Professional Services Entity Information Form, Qualifications Submission, Acknowledgement of Corrections, Additions or Deletions Form, and a Certificate of Employee Information Report.

All forms listed above shall be completed in their entirety.

All documents/information submitted in response to this solicitation shall be available to the general public as required by the New Jersey Open Public Records Act N.J.S.A. 47:1A-1 et seq. The city will not be responsible for any costs associated with any oral or written presentation related to the proposals.

ERRORS IN SUBMISSIONS: If applicable, in the event there is a discrepancy between the unit prices and the extended totals, the unit prices shall govern or if between the correct sums of the extended totals and the total submission submitted, the correct sum shall govern. Amounts written in words shall govern over the amounts written in numerals.

SUBMISSIONS NOT IN COMPLIANCE: The City reserves the right to reject any and all proposals, with or without cause, and waive any irregularities or informalities in the proposals, in accordance with the Fair and Open Public Solicitation Process for Professional Service(s) pursuant to P.L. 2004, c. 19 (N.J.S.A. 19:44A-20.4 et seq.).

MODIFICATION OF SUBMISSIONS: Any professional services entity who responded to this RFP may modify his submission by mail, courier or hand delivery at any time prior to the scheduled closing time for receipt of submissions.

WITHDRAWING SUBMISSIONS: Submissions forwarded to the City Clerk and/or her designated representative before the time of opening of submissions may be withdrawn upon written notice of the applicant or principals of the professional services entity. Submissions may not be withdrawn within twenty-four (24) hours of the stipulated time for public opening of submissions. Once submissions have been opened, they must remain firm for a period of sixty (60) days.

III. MINIMUM QUALIFICATIONS FOR PARTICULAR POSITIONS

All vendors responding to this RFP must establish that they meet the minimum qualifications for the particular position(s) that a vendor applies for.

IV. MANDATORY CONTENTS OF PROPOSAL FOR ALL PROFESSIONALS:

In addition to demonstrating an ability to meet all minimum qualifications, the firm must also include and address the following:

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 and references.

PROFESSIONAL ABILITY & STAFFING: The applicant must describe the ability to provide the services in a timely fashion taking into account staffing, familiarity with the city, and office location(s). Submissions must include the name(s) of the persons who will be assigned to the city (excluding unlicensed paraprofessionals and support staff). This section should include the relevant resume information for the professional staff who will be assigned, and describe the person's relevant professional experience, years and type of experience, and number of years with the vendor.

The vendor and its designee are responsible for managing the overall provision of contracted services in addition to any individual performance of work on a particular assignment or project. This includes the vendor's involvement in creating and reviewing project plans; evaluating project timelines and internal work deadlines; timely communication with City officials, or external stakeholders.

All individuals assigned to provide services in this engagement will be expected to conduct themselves in compliance with the Local Government Ethics Law, N.J.S.A. 40A:9-22.1 et seq. The City's engagement with Vendor is an independent contractor relationship. No employer-employee or joint employer relationship shall exist between the City and any of the principals, employees, or agents of the vendor.

COSTS & FEES: Bid packets should include a fee schedule which must be presented immediately following the Bid Proposal Form.

For professionals billing hourly rates, invoices shall include: (a) matter name, (b) professional's name, (c) hourly rate, (d) the time spent on each particular task or service, (e) total charge for each billing entry, (f) itemized list of any expenses, (g) detailed description of the task or service performed.

A proposal showing minimum and maximum ranges is not acceptable.

No billing shall be charged for clerical or secretarial work or for travel expenses and/or time. Charges for this work shall be covered in the professionals' hourly rate.

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.

All respondents agree with being open to providing certain services on a flat rate retainer, as well as abiding by best practices in terms of hourly billing as may be appropriate for projects or services that may require hourly billing.

PAST PERFORMANCE: Applicant's submission must describe the vendor's experience in performing services similar to those described in this RFP, with documented past performance of same and/or similar service, with reference to at least two projects or positions held in the last three years that includes: Name of position/Project, Purpose of position/project and Indicators used to measure performance, and the results.

REFERENCES: Five references, including 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.

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 as well as the relevant record/document management policies and practices the used in relation to client documents or professional work product.

V. SELECTION AND AWARD OF CONTRACT

The city will select the vendor deemed most advantageous to the city, price and other factors considered. The contracting unit shall award a contract at the annual reorganization session, which will be held within the 60-day timeframe required by law., except that the submissions of any professional services entities who consent thereto may, at the request of the contracting unit, be held for consideration for such longer period as may be agreed.

The city reserves the right to reject any or all submissions in whole or in part if not in compliance with the standardized submission requirements.

The city expressly reserves the right to waive any informality in any submission, and to accept the submission, which in the city's judgment serves its best interests.

VI. PROFESSIONAL SERVICES ENTITY REFERRED TO LAWS

Applicant entities who are awarded a contract are directed to any provisions of Federal, State, County and Local Government statutes and regulations that may apply to the work or professional services entities themselves and are expected to maintain compliance with any such laws.

CONTRACT COMPLIANCE AND EQUAL EMPLOYMENT OPPORTUNITY IN PUBLIC CONTRACTS: Professional services entities are required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq.

CONTRACT TERM: Pursuant to N.J.S.A. 40A:11-3(b), ..." contracts for professional services pursuant to subparagraph (i) of paragraph (a) subsection (1) of section 5 of P.L. 1971, c.198 (N.J.S.A. 40A:11-5) may be awarded for a period not exceeding twelve (12) consecutive months".

VII. PAYMENT

Checks are processed by the City of Lambertville's Finance Department the third Thursday of each month. It is necessary that the approved signed vouchers be accompanied by an invoice and be submitted no later than the second Monday of each month.

The City reserves the right to review, comment, accept, or reject any invoice or billable item before paying it. It is the Vendor's responsibility to ensure all bills are submitted within 60 days of the work being performed, or eligibility to be paid may be forfeited.

The Vendor is expected to raise any issues or concerns regarding billing, time, or capacity with the Certified Municipal Finance Officer/QPA, upon the Vendor's reasonable discovery of such issues.

VIII. TRANSITIONAL PERIOD

The City may elect to continue its relationship with the professional services entity under the same terms and conditions of this contract until a new contract is awarded or for continuity purposes to assist with a smooth transition from one vendor to another.

DUTIES AND RESPONSIBILITIES

ADMINISTRATIVE AGENT FOR MATTERS RELATED TO AFFORDABLE HOUSING and COMMUNITY DEVELOPMENT BLOCK GRANT

The successful candidate will have the required State of New Jersey certification(S) as outlined in the State of New Jersey Administrative Code § 5:80-26.14 and will work with the City of Lambertville's Housing Liaison for full compliance with the Affordable Housing Laws of the State of New Jersey. Duties include, but are not limited to establish the rental prices; review rental applications for completeness, eligibility and income compliance and certify applicants for placement in low to moderate income rental properties and for the purchase of an Affordable Housing Unit; conduct the administration and affirmative marketing of the affordable housing sites; administer the rehabilitation program (CDBG and Small Cities Grant); market rental units; affordable housing monitoring; revision of operating manuals (where applicable); prepare and file deed restrictions; and prepare and execute Accessory Apartment Agreements and any other responsibility as outlined in the State of New Jersey's Administrative Code and/or the CDBG/ Small Cities grant.

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 opportunities 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 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 NAME: _____

SIGNATURE: _____

YOUR NAME: _____

TITLE: _____ DATE: _____

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

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

N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will 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
BID PROPOSAL SHEET**

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)

Include a schedule of hourly rates and any additional fees charged immediately following this page.

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 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 _____.

_____ (Type or print name of affiant under signature)

Subscribed and sworn to before me, this day

_____, 2025

Signature

Notary public of

My Commission expires _____

(Seal)

CITY OF LAMBERTVILLE

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

The undersigned Respondent hereby acknowledges receipt of the following Addenda:

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

No addenda were received:

Acknowledged for: _____
(Name of Respondent)

By: _____
(Signature of Authorized Representative)

Name: _____
(Print or Type)

Title: _____

Date: _____

OWNERSHIP DISCLOSURE FORM

RESPONDENT NAME:

PURSUANT TO N.J.S.A. 52:25-24.2, ALL PARTIES ENTERING INTO A CONTRACT WITH THE CITY OF LAMBERTVILLE ARE REQUIRED TO PROVIDE A STATEMENT OF OWNERSHIP.

YES NO

- 1. The Respondent is a **Non-Profit Entity**; and therefore, no disclosure is necessary.
- 2. The Respondent is a **Sole Proprietor**; and therefore, no other disclosure is necessary

A Sole Proprietor is a person who owns an unincorporated business by himself or herself.

A limited liability company with a single member is not a Sole Proprietor.

- 3. The Respondent is a **corporation, partnership, or limited liability company**.

If you answered **YES** to Question 3, you must disclose the following: **(a)** the names and addresses of all stockholders in the corporation who own 10% or more of its stock, of any class; **(b)** all individual partners in the partnership who own a 10% or greater interest therein; or, **(c)** all members in the limited liability company who own a 10% or greater interest therein.*

NAME _____	
ADDRESS _____	
CITY _____	
STATE _____	ZIP _____
NAME _____	
ADDRESS _____	
CITY _____	
STATE _____	ZIP _____

NAME _____	
ADDRESS _____	
CITY _____	
STATE _____	ZIP _____
NAME _____	
ADDRESS _____	
CITY _____	
STATE _____	ZIP _____

- 4. For each of the corporations, partnerships, or limited liability companies identified above, are there any individuals, partners, members, stockholders, corporations, partnerships, or limited liability companies owning a 10% or greater interest of those listed business entities?
 YES NO

If you answered **YES** to Question 4, you must disclose the following: **(a)** the names and addresses of all stockholders in the corporation who own 10% or more of its stock, of any class; **(b)** all

individual partners in the partnership who own a 10% or greater interest therein; or, (c) all members in the limited liability company who own a 10% or greater interest therein. The disclosure(s) shall be continued until the names and addresses of every non-corporate stockholder, individual partner, and/or member a 10% or greater interest has been identified. *

NAME	_____		
ADDRESS	_____		
CITY	_____		
	STATE	ZIP	

NAME	_____		
ADDRESS	_____		
CITY	_____		
	STATE	ZIP	

NAME	_____		
ADDRESS	_____		
CITY	_____		
	STATE	ZIP	

NAME	_____		
ADDRESS	_____		
CITY	_____		
	STATE	ZIP	

5. As an alternative to completing this form, a Respondent with any direct or indirect parent entity which is publicly traded, may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10% or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10% or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10% or greater beneficial interest.*

* *Attach additional sheets if necessary*



DISCLOSURE OF INVESTIGATIONS AND OTHER ACTIONS INVOLVING THE VENDOR FORM

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE AND PROPERTY
33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW JERSEY 08625-0230

BID SOLICITATION # AND TITLE: _____

VENDOR NAME: _____

PART 1

PLEASE LIST ALL OFFICERS/DIRECTORS OF THE VENDOR BELOW.

NAME _____
TITLE _____
ADDRESS _____
ADDRESS _____
CITY _____ STATE _____ ZIP _____

NAME _____
TITLE _____
ADDRESS _____
ADDRESS _____
CITY _____ STATE _____ ZIP _____

NAME _____
TITLE _____
ADDRESS _____
ADDRESS _____
CITY _____ STATE _____ ZIP _____

NAME _____
TITLE _____
ADDRESS _____
ADDRESS _____
CITY _____ STATE _____ ZIP _____

*Attach Additional Sheets if Necessary.

PART 2

PLEASE REFER TO THE PERSONS LISTED ABOVE AND/OR THE PERSONS AND/OR ENTITIES LISTED ON THE OWNERSHIP DISCLOSURE FORM WHEN ANSWERING THESE QUESTIONS.

- 1. Has any person or entity listed on this form or its attachments ever been arrested, charged, indicted, or convicted in a criminal or disorderly persons matter by the State of New Jersey (or political subdivision thereof), or by any other state or the U.S. Government in the last ten (10) years?
2. Has any person or entity listed on this form or its attachments ever been suspended, debarred or otherwise declared ineligible by any government agency from bidding or contracting to provide services, labor, materials or supplies?
3. Are there currently any pending criminal matters or debarment proceedings in which the firm and/or its officers and/or managers are involved?
4. Has any person or entity listed on this form or its attachments been denied any license, permit or similar authorization required to engage in the work applied for herein, or has any such license, permit or similar authorization been revoked by any agency of federal, state or local government?
5. Has any person or entity listed on this form or its attachments been involved as an adverse party to a public sector client in any civil litigation or administrative proceeding in the past five (5) years?

IF ANY OF THE ANSWERS TO QUESTIONS 1-5 ARE "YES", PLEASE PROVIDE THE REQUESTED INFORMATION IN PART 3.
IF ALL OF THE ANSWERS TO QUESTIONS 1-5 ARE "NO", NO FURTHER ACTION IS NEEDED; PLEASE SIGN AND DATE THE FORM.

PART 3

DESCRIPTION OF THE INVESTIGATION OR LITIGATION, ETC.

If you answered "YES" to any of questions 1 - 5 above, you must provide a detailed description of any investigation or litigation, including, but not limited to, administrative complaints or other administrative proceedings involving public sector clients during the past five (5) years. The description must include the nature and status of the investigation, and for any litigation, the caption and a brief description of the action, the date of inception, current status, and if applicable, the disposition.

PERSON OR ENTITY NAME _____
CONTACT NAME _____ PHONE NUMBER _____
CASE CAPTION _____
INCEPTION OF THE INVESTIGATION _____ CURRENT STATUS _____
SUMMARY OF INVESTIGATION _____

*Attach Additional Sheets if Necessary.

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State 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. If I do so, I may be subject to criminal prosecution under the law, and it will constitute a material breach of my contract(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

Signature _____

Date _____

Print Name and Title _____

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 Respondent 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 Respondent 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 City of Lambertville relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for the said project.

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

Subscribed and sworn to

before me, this day

_____, 2025

Signature

(Type or print name of affiant under signature)

Notary Public
My Commission expires _____

(Seal)

CITY OF LAMBERTVILLE
FEDERAL NON-DEBARMENT CERTIFICATION

N.J.S.A. 52:32-44.1

Summary of the Certification Requirements under N.J.S.A. 52:32-44.1

Pursuant to state law any natural person, company, firm, association, corporation, or other entity prohibited, or “debarred,” from contracting with the federal government agencies, shall also be prohibited from contracting for public work in the State of New Jersey. This prohibition also extends to any affiliate organization(s) held by or subject to the control of an entity of that prohibited person or entity.

Prior to awarding a contract for public work a local unit must obtain written certification from the contracting person or entity through the form below, attesting to their non-debarment from contracting with federal government agencies. Accordingly, this certification shall be completed, certified to, and submitted to the contracting unit prior to contract award, except for emergency contracts where submission is required prior to payment.

PART I: VENDOR INFORMATION	
Individual or Organization Name	
Address of Individual or Organization	
DUNS Code (if applicable)	
CAGE Code (if applicable)	
Check the box that represents the type of business organization:	

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

PART II: CERTIFICATION OF NON-DEBARMENT: Individual or Organization

I hereby certify that the individual or organization listed above in Part I is not debarred by the federal government from contracting with a federal agency. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that the City of Lambertville (the “City”) is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award by the City to notify the City 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 City, permitting the City to declare any contract(s) resulting from this certification void and unenforceable.

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

Part IV: CERTIFICATION OF NON-DEBARMENT: Contractor – Controlled Entities

Section A

<input type="checkbox"/>	Below is the name and address of the corporation(s) in which the Organization listed in Part I owns more than 50 percent of voting stock, or of the partnership(s) in which the Organization listed in Part I owns more than 50 percent interest therein, or of the limited liability company or companies in which the Organization listed above in Part I owns more than 50 percent interest therein, as the case may be.
--------------------------	--

Name of Business Entity	Business Address

****Add additional sheets if necessary****

OR

<input type="checkbox"/>	The Organization listed above in Part I does not own greater than 50 percent of the voting stock in any corporation and does not own greater than 50 percent interest in any partnership or any limited liability company.
--------------------------	---

Section B (skip if no business entities are listed in Section A of Part IV)

<input type="checkbox"/>	Below are the names and addresses of any entity in which an entity listed in Part III A owns greater than 50 percent of the voting stock (corporation) or owns greater than 50 percent interest (partnership or limited liability company).
--------------------------	---

Name of Business Entity Controlled by Entity Listed in Section A of Part IV	Business Address

Add additional Sheets if necessary

OR

<input type="checkbox"/>	No entity listed in Part III A owns greater than 50 percent of the voting stock in any corporation or owns greater than 50 percent interest in any partnership or limited liability company.
--------------------------	--

Section C – Part IV Certification

I hereby certify that the **Organization listed above in Part I** does not own greater than 50 percent of any entity that that is debarred by the federal government from contracting with a federal agency and, if applicable, does not own greater than 50 percent of any entity that in turns owns greater than 50 percent of any entity debarred by the federal government from contracting with a federal agency. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that the City of Lambertville is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award by the City to notify the City 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 City, permitting the City to declare any contract(s) resulting from this certification void and unenforceable.

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

CONTRACT AMENDMENTS AND EXTENSIONS



I certify, pursuant to law, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate is listed on the N.J. Department of the Treasury's lists of entities determined to be engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3. 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. (Skip Part 2 and sign and complete the Certification below.)

IF UNABLE TO CERTIFY



I am unable to certify as above because the person or entity and/or a parent entity, subsidiary, or affiliate is listed on the Department's Russia-Belarus list and/or Chapter 25 Iran list. I will provide a detailed, accurate, and precise description of the activities as directed in Part 2 below, and sign and complete the Certification below. Failure to provide such will prevent the award of the contract to the person or entity, and appropriate penalties, fines, and/or sanctions will be assessed as provided by law.

Part 2: Additional Information

PLEASE PROVIDE FURTHER INFORMATION RELATED TO PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS AND/OR INVESTMENT ACTIVITIES IN IRAN.

You must provide a detailed, accurate, and precise description of the activities of the person or entity, or of a parent entity, subsidiary, or affiliate, engaging in prohibited activities in Russia or Belarus and/or investment activities in Iran in the space below and, if needed, on additional sheets provided by you.

Part 3: Certification of True and Complete Information

I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments there, 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 City of Lambertville is relying on the information contained herein and hereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the City of Lambertville to notify the City of Lambertville 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. 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 City of Lambertville and that the City of Lambertville at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print)		Title	
Signature		Date	

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

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

N.J.A.C. 17:27 et seq.

GOODS, GENERAL SERVICES, AND PROFESSIONAL SERVICES CONTRACTS

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

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

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

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

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

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

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

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

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

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

Letter of Federal Affirmative Action Plan Approval;
Certificate of Employee Information Report; or

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

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

EXHIBIT B

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

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

N.J.A.C. 17:27-1.1 et seq.

CONSTRUCTION CONTRACTS

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

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

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

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

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

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

subcontractor agrees that a good faith effort shall include compliance with the following procedures:

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

(B) If good faith efforts to meet targeted employment goals have not or cannot be met for each construction trade by adhering to the procedures of (A) above, or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions:

(1) To notify the public agency compliance officer, the Dept. of LWD, Construction EEO Monitoring Program, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;

(2) To notify any minority and women workers who have been listed with it as awaiting available vacancies;

(3) Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;

(4) To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area;

(5) If it is necessary to lay off some of the workers in a given trade on the construction site, layoffs shall be conducted in compliance with the equal employment opportunity and nondiscrimination standards set forth in this regulation, as well as with applicable Federal and State court decisions;

(6) To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor:

(i) The contractor or subcontractor shall interview the referred minority or women worker.

(ii) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the contractor or subcontractor shall in good faith determine the qualifications of such individuals. The contractor or subcontractor shall hire or schedule those individuals who satisfy appropriate qualification standards in conformity with the equal employment opportunity and non-discrimination principles set forth in this chapter. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Dept. of LWD, Construction EEO Monitoring Program. If necessary, the contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.

(iii) The name of any interested women or minority individual shall be maintained on a waiting list and shall be considered for employment as described in (i) above, whenever vacancies occur. At the request of the Dept. of LWD, Construction EEO Monitoring Program, the contractor or subcontractor shall provide evidence of its good faith efforts to employ women and minorities from the list to fill vacancies.

(iv) If, for any reason, said contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Dept. of LWD, Construction EEO Monitoring Program.

(7) To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the Dept. of LWD, Construction EEO Monitoring Program and submitted promptly to the Dept. of LWD, Construction EEO Monitoring Program upon request.

(C) The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the targeted county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction

trade. Also, the contractor or subcontractor agrees that, in implementing the procedures of (B) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

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

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

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

AFFIRMATIVE ACTION COMPLIANCE CERTIFICATION

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

If awarded a contract, the Respondent will be required to comply with the requirements of P.L.1975, C.127, (N.J.A.C. 17:27). Within seven (7) days after receipt of the notification of intent to award the contract or receipt of the contract, whichever is sooner, the Respondent should present one of the following to the Purchasing Agent:

1. A photocopy of a valid letter from the U.S. Department of Labor that the contractor has an existing federally approved or sanctioned Affirmative Action Plan (good for one year from the date of letter).

OR

2. A photocopy of their approved Certificate of Employee Information Report.

OR

3. An Affirmative Action Employee Information Report (Form AA302)

OR

4. All successful construction contractors must submit within three days of the signing of the contract an Initial Project Manning Report (AA201) for any contract award that meets or exceeds the Public Agency bidding threshold (available upon request).

NO FIRM MAY BE ISSUED A CONTRACT UNLESS IT COMPLIES WITH THE AFFIRMATIVE ACTION REGULATIONS OF P.L.1975, C.127.

The following questions must be answered by all Respondents:

1. Do you have a federally approved or sanctioned Affirmative Action Program?

YES _____ NO _____

If yes, please submit a copy of such approval.

2. Do you have a State Certificate of Employee Information Report Approval?

YES, _____ NO _____

If yes, please submit a copy of such certificate.

The undersigned Respondent certifies that he is aware of the commitment to comply with the requirements of P.L.1975, c.127 and agrees to furnish the required documentation pursuant to the law.

RESPONDENT: _____ SIGNATURE: _____

TITLE: _____

Note: a Respondent's submission must be rejected as non-responsive if the Respondent fails to comply with the Requirements of P.L. 1975, c.127, within the required time frame.

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

The contractor and the City of Lambertville. (hereafter "City") 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 City 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 City in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the City, 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 City's grievance procedure, the contractor agrees to abide by any decision of the City which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the City, or if the City 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 City 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 City or any of its agents, servants, and employees, the *City shall* expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the City or its representatives.

It is expressly agreed and understood that any approval by the City 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 City pursuant to this paragraph.

It is further agreed and understood that the City 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 Contract. 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 Contract, nor shall they be construed to relieve the contractor from any liability, nor preclude the City from taking any other actions available to it under any other provisions of the Contract or otherwise at law.

NAME OF COMPANY: _____
NAME OF OFFICIAL: _____

City of Lambertville

BID DOCUMENT CHECKLIST*

Required by City	Submission Requirement	Initial each required entry and if required submit the item
<input type="checkbox"/>	Americans with Disabilities Act of 1990 Language	
<input type="checkbox"/>	Bid Guarantee for proposals over \$100,000.00 (with Power of Attorney for full amount of Bid Bond)	
<input type="checkbox"/>	Bid Proposal Form with Hourly Rates (if applicable)	
<input type="checkbox"/>	Consent of Surety (with Power of Attorney for full amount of Bid Price)	
<input type="checkbox"/>	Equipment Certification	
<input type="checkbox"/>	Mandatory Affirmative Action Language	
<input type="checkbox"/>	Non-Collusion Affidavit	
<input type="checkbox"/>	Prevailing Wage	
<input type="checkbox"/>	Proof of Business Registration	
<input type="checkbox"/>	Public Works Contractor Certificate	
<input type="checkbox"/>	References	
<input type="checkbox"/>	Status of Present Contracts	
<input type="checkbox"/>	Stockholder Disclosure Certification	
<input type="checkbox"/>	Certificate of Employee Information Report	

*This form need not be submitted. It is provided for bidder's use in assuring compliance with all required documentation.