

MUNICIPAL ENGINEERING SERVICES

REQUEST FOR QUALIFICATIONS

1.0 GENERAL DESCRIPTION

The City of Pleasantville in Atlantic County, New Jersey, is seeking qualifications from civil engineering firms for the provision of a full range of Municipal Engineering Services on a contractual basis. The selected firm will serve as the City Engineer in all matters related to municipal land use, regulatory compliance, public infrastructure design and construction including contract administration, redevelopment issues, COAH, and other municipal specialties. Attendance at a variety of meetings will be required including staff meetings and City Council meetings as scheduled.

The City of Pleasantville has approximately 200 employees and operates under the Mayor-Council form of government. The City Council consists of seven elected members. The City Administrator directs all operations. The City has ten central departments (Fire, Police, Public Works, Court, City Clerk, Administrative Services, Finance, Recreation, Code Enforcement, and Human Resources). Each department works actively with the City Engineer as necessary. For more information about the City of Pleasantville, visit <http://www.pleasantville-nj.org>.

The City envisions significant developmental growth in the future and anticipates that proposal responses will identify a firm to serve as City Engineer for related City activities including Pleasantville Urban Enterprise Zone projects –beginning no later than January 2025.

2.0 TIMETABLE

2.1 PROPOSAL SCHEDULE

RFQ Release Date: October 8, 2024
RFQ Submission: No later than November 8, 2024
Council Consideration: January 2025
Anticipated Start: January 2025

3.0 SCOPE OF SERVICES

The proposal submitted by the applicant should detail the proposer's experience in the provision of the following services in municipalities of similar size and governmental structure as well as an in-house capacity to meet requirements for other engineering specialties as future needs may arise.

3.1 ANALYSIS and PRE-DESIGN SERVICES

- Field Verification and updates to City's existing ESRI GIS database.
- Perform closed circuit television (CCTV) inspections of the City's Collection System.
- Analysis of existing and future CCTV Inspection Reports prepared by others.
- Development of Capital Improvement Programs.

- Conduct location, topographic and other Surveys as necessary for public infrastructure, buildings, redevelopment districts, and other requirements.
- Prepare scope of work and preliminary design for such activities as directed.
- Prepare Request for Qualifications for external specialty engineering services.
- Other services that may be required or related to the planning and implementation of public sector construction projects.

3.2 PROJECT DESIGN and PUBLIC CONTRACT BID SERVICES

- Perform all necessary field work, surveys, and prepare design drawings for designated projects.
- Communicate with and obtain approvals-as necessary, from other regional, state, and federal agencies that may have jurisdiction over any aspect of the target project/activity.
- Prepare final design drawings, plans, specifications, and engineer's estimate.
- (PS&E) for review and approval by City staff.
- Prepare a consolidated, final Engineer's project estimate.
- Prepare all documentation necessary to procure the services of qualified construction contractors in accordance with the requirements of the Local Public Contracts Law, NJSA 40A:11-1 et seq.
- Develop and maintain a CPM Project Schedule.
- Develop and maintain a project document tracking system.
- Prepare applications and obtain permits as required from other agencies prior to issuing Notice to Proceed to the Contractor.

3.3 CONTRACT ADMINISTRATION SERVICES

- Statement of Qualification for the position of Municipal Engineer.
- Statement of Previous Experience as a municipal engineer, specifically in the State of New Jersey.
- Statement of Specific Experience as a municipal engineer and projects completed in the past 24 months, including total cost for each project, total budget for each project, scheduled completion date, actual completion date for each project. Explain any variance between budget and actual costs and scheduled and actual completion dates.
- Statement of the 2025 Hourly Rates for all classifications of all professionals necessary to provide the service of Municipal Engineer for the City of Pleasantville.
- Administer on behalf of the City, all contract phases to include the publication and issuance of the bid documents, receipt and evaluation of bids, recommendation of award, and other requirements to ensure compliance with plans, specifications, other applicable standards, and costs during the life of the contract(s).
- Stimulate bidder interest.
- Conduct pre-bid conference(s) and respond to bidders' request for clarification as necessary.
- Provide bid phase management and documentation if required.
- Attend and assist the City in bid openings.
- Assist the City in contract execution and other post-award activities.

3.4 CONSTRUCTION MANAGEMENT SERVICES

- Conduct pre-construction meeting(s) and issue Notice to Proceed.
- Develop and implement Public Awareness Program including a project brochure and fact sheets as required.
- Respond to citizen inquiries.
- Coordinate with City Administrator and Project Manager, other regulatory agencies, and other consultants that may be involved.
- Maintain all project documents and records.
- Process Contractor's requests for information and document clarification.
- Prepare requests for quotations and prepare contract change orders for City review and approval.
- Process Contractor's submittals and shop drawings.
- Supervise all work activities and review contractor and subcontractor invoices to determine if the work items in the invoice have been satisfactorily completed. Certify the acceptance of such work and recommend the approval of payment to the City's Chief Financial Officer.
- Monitor Contractor's progress schedule.
- Provide on-site inspection services and quality control monitoring.
- Monitor and enforce project site safety program.
- Prepare and issue change orders and perform cost/time impact analysis.
- Negotiate resolutions for contract disputes, schedule delays, and claims.
- Prepare contract amendment(s) as necessary.
- Coordinate submittal review.
- Issue, as necessary, non-compliance notices for faulty work; provide follow-up and closure on all outstanding problems.
- Conduct regular project status meetings.
- Prepare project status reports.
- Prepare weekly contract time reports.
- Provide materials sampling and testing services.
- Perform final inspection and prepare punch lists.
- Provide project photographic progress records; supply photo display boards to City as required.

3.5 POST-CONSTRUCTION SERVICES

- Compile and prepare certified as-built drawings (all drawings to be produced).
- Prepare final estimate and process final payment.
- Prepare project acceptance documents for City Council approval.
- Prepare and submit Notice of Completion for recording.

3.6 MISCELLANEOUS SERVICES

- Provide all necessary resources to carry out the full scope of services described herein, including office equipment, computer hardware and software, supplies, reproduction services, graphics, maps, photographs, and etc.
- Provide general design and construction management services including services not specifically described herein, but as may be necessary for design, analysis, construction or review of public projects.

- Provide necessary survey work.
- Provide updates to the City's GIS database.
- Upon receiving a Service Request from the City, the City Engineer shall provide the City with a Scope of Work and a not to exceed cost estimate for the items of work to be performed. The City will issue a Work Authorization with the project description, Scope of Work and the not to exceed cost limit for each Service Request. The City Engineer shall start work immediately (within 24 hours) upon receipt of the Work Authorization.
- City Engineer shall maintain a project file and keep all relevant records for each project. The project file shall be well organized and outlined in the format established in the Scope of Work for each project utilizing a project document tracking system. All project documents shall be prepared and submitted in the appropriate format according to the intended use of the documents. Project files shall be submitted to the City at the end of a project. Any information obtained by the City Engineer as a result of performing the services shall become the property of the City and shall not be released to third parties without prior written consent from the City.

4.0 DESCRIPTION OF ENGINEERING FIRM

- 4.1** Describe the general qualifications of the engineering firm to undertake and handle the responsibilities described above.
- 4.2** Provide an organization chart showing the numbers, classification, and positions of all persons employed by the firm clearly denoting engineers, surveyors, and other employees holding professional licenses, that will have responsibilities in the provision of the requested services.
- 4.3** Identify by name and position currently held in the firm, the engineer who will be the lead professional in the capacity of City Engineer.
- 4.4** Provide a resume detailing the experience and qualifications of the lead engineer and other engineers, surveyors, and inspectors who will have responsibilities in the provision of the requested services.
- 4.5** If other engineering specialties and additional resources are available to meet special ad hoc requirements, please identify as well.
- 4.6** List a minimum of three (3) municipalities for which the firm has either completed or is currently providing services of the type and scope required in this proposal within the last five (5) years.

5.0 REFERENCES

Provide the names of three (3) client municipalities and the contact person for such clients who have knowledge of the performance of the firm.

6.0 GENERAL REQUIREMENTS

- 6.1** Respondents must submit two (2) copies of their proposal to Davinna P. King-Ali, Municipal Clerk, City Hall, 18 N. First Street, Pleasantville, NJ, 08232.
- 6.2** All requests for clarifications of a substantive nature must be submitted in writing to the City Clerk at the above address no later than five (5) days prior to the deadline for receipt of qualifications. Responses including a copy of the clarification request(s) shall be provided in writing to all proposers of record within three (3) days after official receipt by the City.

- 6.3 The deadline for receiving qualifications is 4:00 p.m. no later than November 8, 2024.
- 6.4 The proposal must include *-in a separate sealed envelope-* the firm's proposed fee schedule.

7.0 SELECTION CRITERIA

- 7.1 Relevant experience of the firm.
- 7.2 The ability of the firm to dedicate sufficient professional staff to the project.
- 7.3 The nature, type and quality of the firm's proposal for the project.
- 7.4 References.
- 7.5 Professional fees. ***Please note: Final selection will be the result of a two-tier process: a) Firms will be rank ordered based on the evaluation of elements 7.1 thru 7.4 above and b) Firms will then be invited for interviews in according to their rank order standing. It is during the interview that the sealed envelope containing the Firm's fee proposal will be opened and considered. Envelopes of Firms not ranked for interview will be returned unopened as expeditiously as possible.***

8.0 CONTRACT CRITERIA

The successful engineering firm will be required to enter into a contract with the City for the services described herein above. At the time of the entry into the contract, the City may require further information and commitment from the engineering firm then is described in this Request for Proposal. All firms are specifically put on notice that the contract negotiation process and the resultant contract will require more detail and security in favor of the City than is contained in this Request for Proposal. The City *reserves the right* to reject any and all qualifications as the City Council deems appropriate.

9.0 CONTRACT TERM

The City anticipates a one-year contract.

STATUTORY AND OTHER REQUIREMENTS

1. Compliance with Laws

Any contract entered into between the attorney/firm and the owner must be in accordance with and subject to compliance by both parties with the New Jersey Local Public Contracts Law. The attorney/firm must agree to comply with the non-discrimination provisions and all other laws and regulations applicable to the performance of services there under. The respondent shall sign and acknowledge such forms and certificates as may be required by this section.

2. Mandatory EEO/Affirmative Action Evidence – N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17-27 et seq.

No firm may be issued a contract unless it complies with the affirmative action provisions of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1 et seq. as administered by the Division of Purchase & Property Contract Compliance and Audit Unit ("Division") and provided below. The contract includes the language included as Exhibit A in this specification as if set forth therein.

3. Americans with Disabilities Act of 1990 - 42 U.S.C. S121 01 et seq.

Discrimination on the basis of disability in contracting for the delivery of services is prohibited. Respondents are required to read American with Disabilities language that is part of the documents attached hereto and agree that the provisions of Title II of the Act are made part of the contract. The attorney/firm is obligated to comply with the Act and hold the owner harmless.

4. Statement of Corporate Ownership-Stockholder Disclosure - N.J.S.A. 52:25-24.2 (P.L. 1977 c.33)

In accordance with N.J.S.A. 52:25-24.2, no corporation, partnership, limited partnership, limited liability corporation, limited liability partnership, Subchapter S corporation or sole proprietorship, shall be awarded a contract, unless prior to the receipt of the RFQ response/bid or accompanying the RFQ response/bid of the corporation, partnership, limited partnership, limited liability corporation, limited liability partnership, subchapter S corporation or sole proprietorship, there is submitted to the City of Pleasantville a statement setting forth the names and addresses of all stockholders who own 10% or more of the stock, of any class or of all individual partners who own a 10% or greater interest in the corporation, partnership, limited partnership, limited liability corporation, limited liability partnership, Subchapter S corporation or sole proprietorship. If one or more such stockholder or partner is itself a corporation or partnership, the stockholders holding 10% or more of that corporation's stock, or the individual partners owning 10% or greater interest in that partnership, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every non-corporate stockholder and individual partner, exceeding the 10% ownership criteria established in this act has been listed. The form shall be signed and submitted with the RFQ proposal/bid whether or not a stockholder or partner owns less than 10% of the business submitting the RFQ proposal/bid. Failure to comply requires mandatory rejection of the RFQ proposal/bid. The Respondent shall complete and submit the form of statement that is included in this RFQ.

5. Non-Collusion Affidavit - N.J.S.A. 52:34-15

The Non-Collusion Affidavit, which is part of this RFQ, shall be properly executed and submitted with the RFQ response.

6. Proof of N.J. Business Registration Certificate - N.J.S.A. 52:32-44

Each respondent (attorney/firm) is required to submit proof of business registration prior to award of the contract. Proof of registration shall be a copy of the respondent's Business Registration Certificate (BRC).

The City of Pleasantville prefers the BRC be submitted with the proposal. If it is not provided prior to execution of a contract, the contract shall be awarded to the next responsible respondent. A BRC is obtained from the New Jersey Division of Revenue and Enterprise Services. Information on obtaining a BRC is available on the internet at www.nj.gov/treasury/revenue/busregcert.shtml or by phone at (609) 292-2929.

7. "Pay to Play" – Notice of Disclosure Requirement

Business entities are advised of their responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27 if they receive contracts in excess of \$50,000 from public

entities in a calendar year. Business entities are responsible for determining if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

8. Assign, Sublet or Transfer Any Rights/Interests

Neither the owner nor the Attorney/firm shall assign, sublet, or transfer any rights or interest in this Agreement without the prior written consent of the other party. Unless specifically stated to the contrary, in writing, prior to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing herein shall be construed to give any rights or benefits to anyone other than the owner and the Attorney/firm.

9. Indemnification

The attorney/firm agrees to indemnify and save harmless the owner, its officers, agents and employees, hereinafter referred to as indemnitees, from all suits, including attorney's fees and costs of litigation, actions, loss damage, expense, cost of claims, of any character or on account of any act, claim or amount arising or recovered under Worker's Compensation law, or arising out of failure of the Attorney/firm or those acting under Attorney/firm to conform to any statutes, ordinances, regulations, law or court decree. It is the intent of the parties to this contract that the indemnities shall, in all instances, except for loss or damage resulting from the sole negligence of the indemnitee, be indemnified against all liability, loss or damage of any nature whatsoever.

10. Health Insurance Portability and Accountability Act of 1996 – HIPAA (If Applicable)

Both parties agree to comply with all requirements of the Federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA") as maybe amended from time to time, and the corresponding HIPAA regulations for the confidentiality and security of medical information.

The Attorney/firm shall:

- ✓ Not use or disclose protected health information other than as permitted or required by law
- ✓ Use appropriate safeguards to protect the confidentiality of the information
- ✓ Report any use or disclosure not permitted

The attorney/firm, by execution of the contract, shall thereby indemnify and hold the owner harmless from any and all liabilities, claims, actions, costs and penalties which may be incurred as the result of the failure of the attorney/firm to comply with the requirements of the Health Insurance Portability and Accountability Act (HIPAA) or any other statute or case law protecting the privacy of persons using its services.

11. Proof of Licensure

Proof of licensure for providing Services in the State of New Jersey, for either the firm or the person responsible for the work, shall be provided as required.

12. Disclosure of Investment Activities in Iran – P.L. 2012, c. 25

P.L. 2012, c.25 prohibits State and local public contracts with persons or entities engaging in certain investment activities in energy or finance sectors of Iran. The Respondent shall complete and submit the form of statement that is included in this RFQ.

13. Disclosure of Involvement in Prohibited Activities in Russia or Belarus – P.L. 2022, c. 3

P.L. 2022, c. 3 prohibits State and local public contracts with persons or entities engaging in certain activities in Russia or Belarus. The Respondent shall complete and submit the form of statement that is included in this RFQ.

14. Bid Confidentiality and Commitment to Defend

The Respondent shall complete and submit the form included in this RFQ.

PUBLIC EMERGENCY

In the event of a Public Emergency declared at the Local, State or Federal Level, if the owner opts to extend terms and conditions of this RFQ, the attorney/firm agrees to extend the terms and conditions of this RFQ, whether existing, expiring or expired no longer than six months, for goods and/or services for the duration of the emergency. In the event the original attorney/firm

cannot meet this requirement, the owner may solicit the goods and/or services from any respondent on this contract.

MULTIPLE PROPOSALS NOT ACCEPTED

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

INSTRUCTIONS TO RESPONDENTS

Respondents must submit an original and two (2) copies of their Qualification Statement to the Designated Contact Person:

Davinna P. King-Ali, Municipal Clerk
18 North First Street
Pleasantville, NJ 08232

Qualification Statements must be received by the City of Pleasantville no later than 4:00 p.m. (prevailing time) on November 8, 2024 and must be mailed or hand-delivered. Qualification Statements forwarded by facsimile or e-mail will not be accepted.

To be responsive, Qualification Statements must provide all requested information, and must be in strict conformance with the instructions set forth herein. Qualification Statements and all related information must be bound, and signed and acknowledged by the Respondent.

EVALUATION

The City of Pleasantville's objective in soliciting Qualification Statements is to enable it to select a firm or organization that will provide high quality and cost effective services to the City of Pleasantville. The City of Pleasantville will consider Qualification Statements only from firms or organizations that, in the City of Pleasantville's judgment, have demonstrated the capability and willingness to provide high quality services to the citizens of the City of Pleasantville in the manner described in this RFQ.

Qualifications will be evaluated by the City of Pleasantville on the basis of the most advantageous, all relevant factors considered. The evaluation will consider:

1. Experience and reputation in the field;
2. Knowledge of the City of Pleasantville and the subject matter addressed under the contract;
3. Availability to attend the required meetings of the City of Pleasantville; and
Other factors demonstrated to be in the best interest of the City of Pleasantville.

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
(title of bid proposal)

executed the said proposal with 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
(name of contracting unit)

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
_____, 2____

Signature

(Type or print name of affiant under signature)

Notary public of

My Commission expires _____ (Seal)

OWNERSHIP DISCLOSURE FORM

BID/RFP/SOLICITATION: _____ **VENDOR {BIDDER}:** _____

PART 1

PLEASE COMPLETE THE QUESTIONS BELOW BY CHECKING EITHER THE "YES" OR THE "NO" BOX. ALL PARTIES ENTERING INTO A CONTRACT WITH THE STATE ARE REQUIRED TO COMPLETE THIS FORM PURSUANT TO N.J.S.A. 52:25-24.2

PLEASE NOTE THAT IF THE VENDOR/BIDDER IS A NON-PROFIT ENTITY, THIS FORM IS NOT REQUIRED.

- | | YES | NO |
|---|--------------------------|--------------------------|
| 1. Are there any individuals, corporations, partnerships, or limited liability companies owning a 10% or greater interest in the Vendor {Bidder}? | <input type="checkbox"/> | <input type="checkbox"/> |
| IF THE ANSWER TO QUESTION 1 IS "NO", PLEASE SIGN AND DATE THE FORM. | | |
| IF THE ANSWER TO QUESTION 1 IS "YES", PLEASE ANSWER QUESTION 2–4 BELOW. | | |
| 2. Of those parties owning a 10% or greater interest in the Vendor {Bidder}, are any of those parties individuals? | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Of those parties owning a 10% or greater interest in the Vendor {Bidder}, are any of those parties corporations, partnerships, or limited liability companies ? | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. If you answer to Question 3 is "YES" , are there any parties owning a 10% or greater interest in the corporation, partnership, or limited liability company referenced in Question 3? | <input type="checkbox"/> | <input type="checkbox"/> |

IF ANY OF THE ANSWERS TO QUESTION 2-4 ARE "YES", PLEASE PROVIDE THE REQUESTED INFORMATION IN PART 2 BELOW.

PART 2

PLEASE PROVIDE FURTHER INFORMATION RELATED TO QUESTIONS 2–4 ANSWERED AS "YES".

If you answered **"YES"** for questions 2, 3, or 4, you must disclose identifying information related to the individuals, corporations, partnerships, and/or limited liability companies owning a 10% or greater interest in the Vendor {Bidder}. Further, if one or more of these entities is itself a corporation, partnership, or limited liability company, you must also disclose all parties that own a 10% or greater interest in that corporation, partnership, or limited liability company. This information is required by statute.

INDIVIDUALS

NAME _____			
ADDRESS 1 _____			
ADDRESS 2 _____			
CITY _____	STATE _____	ZIP _____	

NAME _____			
ADDRESS 1 _____			
ADDRESS 2 _____			
CITY _____	STATE _____	ZIP _____	

NAME _____			
ADDRESS 1 _____			
ADDRESS 2 _____			
CITY _____	STATE _____	ZIP _____	

NAME _____			
ADDRESS 1 _____			
ADDRESS 2 _____			
CITY _____	STATE _____	ZIP _____	

Attach Additional Sheets If Necessary



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

All successful respondents are required to submit evidence of appropriate affirmative action compliance. Specifically, each vendor/contractor shall submit to the City, prior to execution of the contract, one of the following documents:

Goods and General Service Vendors

1. Letter of Federal Approval indicating that the vendor is under an existing federally approved or sanctioned affirmative action program. A copy of the approval letter is to be provided by the vendor to the City. This approval letter is valid for one year from the date of issuance.

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

2. A Certificate of Employee Information Report (hereafter "Certificate"), issued in accordance with N.J.A.C. 17:27-1.1 et seq. The vendor must provide a copy of the Certificate to the City as evidence of its compliance with the regulations. The Certificate represents the review and approval of the vendor's Employee Information Report, Form AA-302 by the Division. The period of validity of the Certificate is indicated on its face. Certificates must be renewed prior to their expiration date in order to remain valid.

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

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

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) on the Division website www.state.nj.us/treasury/contract_compliance.

The successful vendor(s) must submit the AA302 Report as required.

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

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

COMPANY: _____ SIGNATURE: _____

PRINT NAME: _____ TITLE: _____

DATE: _____

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

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

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

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

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

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

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

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

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

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

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

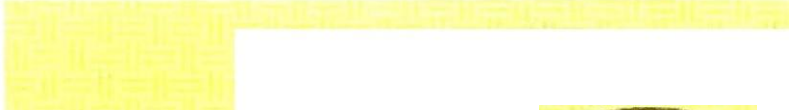
Letter of Federal Affirmative Action Plan Approval.

Certificate of Employee Information Report.

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at [ww.state.nj.us/treasury/contract compliance](http://ww.state.nj.us/treasury/contract%20compliance)).

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 **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27**.

SAMPLE CERTIFICATE OF EMPLOYEE INFORMATION REPORT



Certification 111XX

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

INITIAL

This is to certify that the contractor **llatllil6"1:Jiu im:lbniltBd8(1 pyee Inlonnallon** Report pur&Uent to
N.J.A.C.17:27.1.1.t.aq. and the **Thiwl remailn effect for the**
periOd of **1\$-DEC.20XX**

**SAMPLE COMPANY, INC.
33 WEST STATE STREET
TRENTON, NJ 08625**

VOID



State Treasurer

CITY OF PLEASANTVILLE

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

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

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

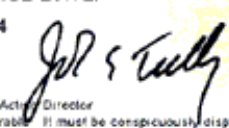
It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

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


CITY OF PLEASANTVILLE

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

PREFER SUBMITTED WITH RFQ RESPONSE
REQUIRED BY LAW PRIOR TO AWARD OF CONTRACT

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS		DEPARTMENT OF TREASURY DIVISION OF REVENUE PO BOX 252 TRENTON, NJ 08646-0252
TAXPAYER NAME: TAX REGISTRATION TEST ACCOUNT	TRADE NAME: CLIENT REGISTRATION	 <small>Acting Director</small>
TAXPAYER IDENTIFICATION#: 970-097-382/500	SEQUENCE NUMBER: 0107330	
ADDRESS: 847 ROEBLING AVE TRENTON NJ 08611	ISSUANCE DATE: 07/14/04	
EFFECTIVE DATE: 01/01/01		
FORM-BRC(08-01)		

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

 STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE	
Taxpayer Name:	TAX REG TEST ACCOUNT
Trade Name:	
Address:	847 ROEBLING AVE TRENTON, NJ 08611
Certificate Number:	1093907
Date of Issuance:	October 14, 2004
For Office Use Only:	
20041014112823533	

CITY OF PLEASANTVILLE
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

BID/RFP/Solicitation Title: _____ **Respondent/Offeror:** _____

Part 1: Certification

RESPONDENTS ARE TO COMPLETE PART 1 BY CHECKING
EITHER BOX

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

PLEASE CHECK THE APPROPRIATE BOX:

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

OR

I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 List. I will provide a detailed, accurate and precise description of the activities in Part 2 below, sign and complete the Certification below.

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

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran on additional sheets provided by you.

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

Full Name (Print): _____ Signature: _____

Title: _____ Date: _____



**CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES
IN RUSSIA OR BELARUS PURSUANT TO P.L. 2022, c.3**

CONTRACT / BID SOLICITATION TITLE: _____

CONTRACT / BID SOLICITATION No.: _____

CHECK THE APPROPRIATE BOX

I, the undersigned, am authorized by the person or entity seeking to enter into or renew the contract identified above, to certify that the Vendor/Bidder is not engaged in prohibited activities in Russia or Belarus as such term is defined in [P.L.2022, c.3](#),¹ section 1.e, except as permitted by federal law.

I understand that if this statement is willfully false, I may be subject to penalty, as set forth in P.L.2022, c.3, section 1.d.

OR

I, the undersigned am unable to certify above because the person or entity seeking to enter into or renew the contract identified above, or one of its parents, subsidiaries, or affiliates may have engaged in prohibited activities in Russia or Belarus. A detailed, accurate and precise description of the activities is provided below.

Failure to provide such description will result in the Quote being rendered as non-responsive, and the Department/Division will not be permitted to contract with such person or entity, and if a Quote is accepted or contract is entered into without delivery of the certification, appropriate penalties, fines and/or sanctions will be assessed as provided by law.

Description of Prohibited Activity

Attach Additional Sheets If Necessary.

If you certify that the bidder is engaged in activities prohibited by P.L. 2022, c. 3, the bidder shall have 90 days to cease engaging in any prohibited activities and on or before the 90th day after this certification, shall provide an updated certification. If the bidder does not provide the updated certification or at that time cannot certify on behalf of the entity that it is not engaged in prohibited activities, the City shall not award the business entity any contracts, renew any contracts, and shall be required to terminate any contract(s) the business entity holds with the State that were issued on or after the effective date of P.L. 2022, c. 3.

Signature of Vendor's Authorized Representative

Date

Print Name and Title of Vendor's Authorized Representative

Vendor Name

Vendor Phone Number

Vendor Address (Street Address)

Vendor Fax Number

Vendor Address (City/State/Zip Code)

Vendor Email Address for Authorized Representative

¹ Engaged in prohibited activities in Russia or Belarus" means (1) companies in which the Government of Russia or Belarus has any direct equity share; (2) having any business operations commencing after the effective date of this act that involve contracts with or the provision of goods or services to the Government of Russia or Belarus; (3) being headquartered in Russia or having its principal place of business in Russia or Belarus, or (4) supporting, assisting or facilitating the Government of Russia or Belarus in their campaigns to invade the sovereign country of Ukraine, either through in-kind support or for profit.

CONFIDENTIALITY AND COMMITMENT TO DEFEND

BID SOLICITATION # & TITLE: _____

The Bid Solicitation advises Bidders (hereinafter "Company") that the submitted "Quotes can be released to the public pursuant to N.J.A.C. 17:12-1.2(b) and (c), or under the New Jersey Open Public Records Act (OPRA), N.J.S.A. 47:1A-1.1 et seq., or the common law right to know." In the event that the Division receives a request for documents related to above referenced Bid Solicitation, in accordance with its statutory obligations under the New Jersey Open Public Records Act and/or the common law right to know, it is the Division's intent to fulfill the request for records which may include a copy of the Company's Quote.

If Company objects to the disclosure of any portions of the Quote, the Company must advise the Division and must attach a detailed statement clearly identifying those sections of the Quote that Company claims are exempt from disclosure. In requesting any exemption, Company must identify the specific statutory or other legal justification for each requested exemption and the factual basis that supports said exemption. In addition, if Company requests any exemption to disclosure of the Quote based upon claims of confidential/proprietary information and trade secrets (setting forth the nature of the formula, process, pattern, device or compilation), in accordance with *Ingersoll-Rand Co. v. Ciavatta*, 110 N.J. 609 (1988), Company must also indicate the following with respect to the requested exemption:

- (1) the extent to which the information is known outside the owner's business;
- (2) the extent to which it is known by employees and others involved with your business;
- (3) the extent of the measures taken by your firm to guard the secrecy of the information;
- (4) the value of the information to your firm and your competitors;
- (5) the amount of effort or money expended by your firm in developing the information; and
- (6) the ease or difficulty with which the information could be properly acquired or duplicated by others.

Further, if the Quote includes any copyright notices, within five business days, the Division will be permitted to release a copy of the Quote document(s) unless Company serves the Division with an order from a court of competent jurisdiction precluding such release.

The City reserves the right to make the final determination as to what is and is not subject to public disclosure under OPRA and/or the common law right to know, and will advise the Company accordingly. Please note that the City will not honor any claim of confidential, proprietary, trade secret, and/or copyright material that is not supported by a specific statutory or legal justification provided by the Company. The City will not honor any attempts by the Company to designate the entire Quote as proprietary, confidential and/or to claim copyright protection for its entire Quote.

Accordingly, in order to assist the Division with the fulfillment of potential document requests, please select **one** of the following:

The Company's Quote **does not include** any confidential, proprietary and/or trade secrets; and therefore, the Company does not request any redactions be made prior to the release of the documents.

OR

The Company's Quote **does include** confidential, proprietary and/or trade secrets; and therefore, the Company requests that certain portions of the Quote be redacted prior to the release of the documents.

The requested redactions are set forth in the attached statement which specifically identifies the portions of the Quote by section, page number, paragraph and or line; and identifies the specific statutory or other legal reason for each requested exemption.

In the event of any challenge to the Company's assertion of confidential/proprietary information, the Company shall be solely responsible for defending its designation. Company agrees that it shall defend and cooperate in the defense of an action against the City of Pleasantville arising from or related to the non-disclosure, due to the Company's request, of documents submitted to the City of Pleasantville, and relating to a Quote submitted by the Company in response to the above referenced Bid Solicitation, which was the subject of a request for government records under the New Jersey Open Public Records Act, N.J.S.A. 47:1A-1 et seq. ("OPRA"), or the common law right to know. The Company further agrees to indemnify and hold harmless the City against any judgments, costs, or attorneys' fees assessed against the City in connection with any action arising from, or related to, the non-disclosure, due to the Company's request, of documents submitted to the City, which are the subject of a request for government records under OPRA.

The Company makes the forgoing agreement with the understanding that the City may immediately disclose any documents withheld without further notice if the Company ceases to cooperate in the defense of an action against the City arising from or related to the above described non-disclosure due to the Company's request, and will disclose such documents withheld if so ordered by a court of competent jurisdiction.

The undersigned certifies that s/he is duly authorized to make this commitment on behalf of the Company.

Company Name: _____ Date: _____

Signature: _____ Print Name and Title: _____

DESCRIPTION OF VENDOR REQUESTED QUOTE REDACTIONS*				
Quote Section, Form or Document	Page Number	Paragraph and/or line	Description of item to be redacted	Statutory or other legal reason for each requested exemption

**Home address and/or unlisted telephone/cel1phone numbers must be listed on this form if they are to be redacted.*