

**REQUEST FOR PROPOSAL/QUALIFICATIONS
FOR
MUNICIPAL PROFESSIONALS**

Issued by the
The Township of Galloway



Advertised in The Press of Atlantic City on November 9, 2016

**Responses Due by:
December 7, 2016
11:00 AM**

NOTICE OF RFP
EXEMPT SERVICES

The Township of Galloway is soliciting proposals through a fair and open process in accordance with N.J.S.A. 19:44A-20.4 et seq.

Sealed RFP responses will be received by the Township Clerk on December 7, 2016 at 11:00 A.M. in the Township Clerks Office, 300 E. Jimmie Leeds Road, Galloway, NJ 08205 at which time and place responses will be received for:

TOWNSHIP OF GALLOWAY
2017 MUNICIPAL PROFESSIONALS

- 3.1 Auditor
- 3.2 Township Attorney and/or Conflict Attorney
- 3.3 Township Engineer and/or Alternate
- 3.4 Township Labor Counsel
- 3.5 Risk Management Consultant (RMC)
- 3.6 Bond Counsel
- 3.7 Public Defender
- 3.8 Tax Appeal Attorney
- 3.9 Municipal Prosecutor and/or Alternate Township Prosecutor
- 3.10 Planning Board and Zoning Board Solicitors and/or Alternates
- 3.11 Planning Board and Zoning Board Engineer and/or Alternates
- 3.12 Township Architect
- 3.13 Redevelopment Counsel

Specifications and instructions to bidders may be obtained at the Clerk's Office or through the Township website at www.gtnj.org.

* Any RFP Addenda will be issued on the website. Therefore, all interested respondents should check the website from now through RFP opening. It is the sole responsibility of the respondent to be knowledgeable of all addenda related to this procurement.

Respondents shall comply with the requirements of P.L. 1975 C127 (N.J.A.C. 17:27et seq.)

1. Introduction

These contracts are to furnish and deliver professional services for the Township of Galloway through a fair and open process in accordance with N.J.S.A. 19:44A-20.4 et seq.

2. Administrative Conditions and Requirements

The following items express the administrative conditions and requirements of this RFP. Together with the other RFP sections, they will apply to the RFP process, the subsequent contract, and project production. Any proposed change, modification, or exception to these conditions and requirements may be the basis for the Township of Galloway, hereinafter referred to as owner, to determine the proposal as non-responsive to the RFP and will be a factor in the determination of an award of a contract. The contents of the proposal of the successful Respondent, as accepted by the owner, will become part of any contract awarded as a result of this RFP.

2.1 Proposal Submission Information

Submission Date and Time:

December 7, 2016 at 11:00 A.M.

One (1) Original & (3) copies plus One (1) copy on CD pdf format of the RFP response.

Submission Office:

Office of the Township Clerk
Township Municipal Complex, 300 E. Jimmie Leeds Road, Galloway NJ 08205

Clearly mark the submittal package with the title of this RFP and the name of the responding firm, addressed to the Township Clerk. The original proposal shall be marked to distinguish it from the three copies.

Only those RFP responses received prior to or on the submission date will be considered. Responses delivered before the submission date and time specified above may be withdrawn upon written application of the respondent who shall be required to produce evidence showing that the individual is or represents the principal or principals involved in the proposal. After the submission date and time specified above, responses must remain firm for a period of sixty (60) days.

2.2.1. Respondents are asked to follow the same format when assembling their proposal:

The Township has limited storage; therefore we are requesting, **no three ring binders** (Stapling is acceptable) and no additional firm advertising. Submit the forms/required information **using the following format:**

Section 1 of the RFP response should be as follows:

Page 1: Original completed "Proposal Cost Form/Signature Page"

Page 2: Fee Schedule

Page 3: Disclosure of Ownership Form

- Page 4:** Non-Collusion Affidavit
Page 5: EEO/Affirmative Action Compliance Notice
Page 6: Certificate of Employee Information Report
Page 7: Business Registration Certificate - supply with RFP
Page 8: Acknowledgement of Receipt of Addenda
(All addenda are posted on the Township website)
Page 9: Proof of Licensure
Page 10: References
Page 11: Proposal Checklist
Page 12: Disclosure of Investment Activities in Iran
Page 13- end: Qualification Statement, proposal and any other requested information

***On the "Proposal Cost Form/Signature Page" check **ALL** the categories that your firm is applying for.

2.2 Using Department Information

The Using Departments for these services are the Township Council, Township Administrator, Township Clerk, Planning and Zoning Boards, Public Works, Finance, Tax Collector, Tax Assessor, Municipal Court and all other departments with the Township of Galloway

2.3 Township Representative for this Solicitation

Please direct all questions in writing to:

Kelli Danieli, Township Clerk
300 E. Jimmie Leeds Road
Galloway NJ 08205
Email: kdanieli@gtnj.org

2.4 Interpretations and Addenda

Respondents are expected to examine the RFP with care and observe all its requirements. All questions about the meaning or intent of this RFP, all interpretations and clarifications considered necessary by the owner's representative in response to such comments and questions will be issued by Addenda posted to website and mailed or delivered to all parties recorded as having received the RFP package. Only comments and questions responded to by formal written Addenda will be binding. Oral interpretations, statements or clarifications are without legal effect.

2.5 Quantities of Estimate

Wherever the estimated quantities of work to be done are shown in any section of this RFP, including the Proposal Cost Form, they are given for use in comparing proposals. The owner especially reserves the right (except as herein otherwise specifically limited) to increase or diminish the quantities as may be deemed reasonably necessary or desirable by the owner to complete the work detailed by the contract. Such increase or diminution shall in no way violate this contract, nor shall any such increase or diminution give cause for claims or liability for damages.

2.6 Cost Liability and Additional Costs

The owner assumes no responsibility and liability for costs incurred by the Respondents prior to the issuance of an agreement. The liability of the owner shall be limited to the terms and conditions of the contract.

Respondents will assume responsibility for all costs not stated in their proposals. All unit rates either stated in the proposal or used as a basis for its pricing are required to be all-inclusive. Additional charges, unless incurred for additional work performed by request of the owner, are not to be billed and will not be paid.

2.7 Statutory and Other Requirements

2.7.1 Compliance with Laws

Any contract entered into between the contractor and the owner must be in accordance with and subject to compliance by both parties with the New Jersey Local Public Contracts Law. The contractor 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.

2.7.2 Mandatory EEO/Affirmative Action Compliance

No firm shall be issued a contract unless it complies with the EEO/Affirmative Action requirements of P. L. 1975, C. 127 as identified in the documents attached hereto. The form shall be properly executed.

2.7.3 Americans with Disabilities Act of 1990

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 contractor is obligated to comply with the Act and hold the owner harmless.

2.7.4 Stockholder Disclosure

No corporation or partnership shall be awarded any contract for the performance of any work or the furnishing of any goods, unless, with receipt of the proposal of said corporation or partnership, there is submitted to the Township a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own ten (10) percent or greater interest therein. The Respondent shall complete and submit the form of statement that is included in this RFP.

2.7.5 Non-Collusion Affidavit

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

2.7.6 N.J. Business Registration Certificate

Certificate required pursuant to C57, PL2004; failure to be registered by time of contract award may be cause for rejection. Entities or individuals that need to file for a certificate may do so on-line through the NJ Division of Local Government Services at the following link:

<http://www.state.nj.us/treasury/revenue/busregcert.shtml>.

2.7.7 “Pay to Play” – Notice of Disclosure Requirement – P.L. 2005, Chapter 271, Section 3 Reporting (N.J.S.A. 19:44A – 20.27)

1. Any business entity that has received \$50,000 or more in contracts from government entities in a calendar year is required to file an annual disclosure report with ELEC. The instructions and form are available on the ELEC website.
2. Annual Disclosures require submission by March 30th of each year covering contracts and contributions for the prior calendar year.
3. At a minimum, a list of all business entities that file an annual disclosure report will be listed on ELEC’s website at www.elec.state.nj.us.
4. If you have any questions please contact ELEC at:
1-888-313-ELEC (3532) (toll free in NJ) or 609-292-8700
5. As per Township Ordinance 1778, all vendors are required to fill out the Political Contribution and Business Entity Disclosure Certification Forms

2.7.8 Assign, Sublet or Transfer Any Rights/Interests

Neither the owner nor the Contractor 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 Contractor.

2.7.9 Insurance and Indemnification

If it becomes necessary for the contractor, either as principal or by agent or employee, to enter upon the premises or property of the owner in order to construct, erect, inspect, make delivery or remove property hereunder, the contractor hereby covenants and agrees to take use, provide and make all proper, necessary and sufficient precautions, safeguards, and protection against the occurrence of happenings of any accident, injuries, damages, or hurt to person or property during the course of the work herein covered and be his/her sole responsibility.

The contractor further covenants and agrees to indemnify and save harmless the owner from the payment of all sums of money or any other consideration(s) by reason of any, or all, such accidents, injuries, damages, or hurt that may happen or occur upon or about such work and all fines, penalties and loss incurred for or by reason of the violation of any owner regulation, ordinance or the laws of the State, or the United States while said work is in progress.

The contractor shall maintain sufficient insurance to protect against all claims under Workers Compensation, General Liability and Automobile and shall be subject to approval for adequacy of protection and certificates of such insurance shall be provided.

A. Insurance Requirements:

Worker's Compensation and Employer's Liability Insurance

This insurance shall be maintained in full force during the life of this contract by the contractor covering all employees engaged in performance of this contract pursuant to N.J.S.A. 34:15-12(a) and N.J.A.C. 12:235-1.6. Minimum Employer's Liability: STATUTORY

General Liability Insurance

During the life of this contract the bidder shall procure and maintain Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000.00 per occurrence for bodily injury and property damage.

Automobile Liability Insurance

During the life of this contract the bidder shall procure and maintain Motor Vehicle Liability Insurance, including applicable No-Fault coverage, with limits of liability not less than \$500,000.00 per accident combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

B. Certificates of the Required Insurance

Certificates as listed above shall be submitted along with the contract as evidence covering Comprehensive General Liability, Comprehensive Automobile Liability, and where applicable, Worker's Compensation and Employer's Liability Insurance. Such coverage shall be with acceptable insurance companies operating on an admitted basis in the State of New Jersey.

The contractor shall provide the Township with a Certificate of Insurance naming the Township as additionally insured, evidencing the existence of required insurance prior to the commission of work. Said insurance must include coverage for complete operations, contractual insurance and independent contractor or subcontractor insurance, where and if applicable.

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

The Township of Galloway will not accept Mutual Limitation of Liability terms.

C. Indemnification

Successful respondent shall indemnify and hold harmless the owner from all claims, suits or actions and damages or costs of every name and description to which the owner may be subjected or put by reason of injury to the person or property of another, or the property of the owner, resulting from negligent acts or omissions on the part of the respondent, the respondent's agents, servants or subcontractors in the delivery of goods and services, or in the performance of the work under the contract.

Professional Liability/Malpractice Insurance Policy (if applicable)

Coverage in the amount of \$1,000,000.00/occurrence, \$3,000,000.00 aggregate and assurance that each such policy for each staff member remains full and in effect while providing services for the Township of Galloway.

2.7.10 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.

2.7.11 Disclosure of Investment Activities in Iran

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.

2.8 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 RFP; the contractor agrees to extend the terms and conditions of this RFP, 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 contractor cannot meet this requirement, the owner may solicit the goods and/or services from any respondent on this contract.

2.9 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.

2.10 Failure to Enter Contract

Should the respondent, to whom the contract is awarded, fail to enter into a contract within ten (10) days, Sundays and holidays excepted, the owner may then, at its option, accept the proposal of another respondent.

2.11 Commencement of Work

The contractor agrees to commence work after the date of award by the owner and upon notice from the using department.

2.12 Termination of Contract

If, through any cause, the contractor shall fail to fulfill in a timely and proper manner obligations under the Contract or if the contractor violates any requirements of the Contract, the owner shall thereupon have the right to terminate the Contract by giving written notice to the contractor of such termination at least thirty (30) days prior to the proposed effective date of the termination. Such termination shall relieve the owner of any obligation for the balances to the contractor of any sum or sums set forth in the Contract.

The contractor agrees to indemnify and hold the owner harmless from any liability to subcontractors/suppliers concerning payment for work performed or goods supplied arising out of the lawful termination of the Contract by the owner under this provision.

In case of default by the contractor, the owner may procure the articles or services from other sources and hold the contractor responsible for any excess cost occasioned thereby

2.13 Non-Allocation of Funding Termination

Each calendar year payment obligation of the owner is conditioned upon the availability of owner funds appropriated or allocated for the payment of such an obligation. If funds are not allocated and available for the continuance of any services performed by the Contractor hereunder, whether in whole or in part, the owner at the end of any particular fiscal year may terminate such services. The owner will notify the Contractor in writing immediately of any services that will be affected by a shortage of appropriated funds. This provision shall not be construed so as to permit the owner to terminate this Agreement during the term, or any service hereunder, merely in order to acquire identical services from a third party contractor.

2.14 Force Majeure

Neither party shall be responsible for any resulting loss or obligation to fulfill duties as specified in any of the terms or provisions of this Agreement if the fulfillment of any term or provision of this Agreement is delayed or prevented by any revolutions, insurrections, riots, wars, acts of enemies, national emergencies, strikes, floods, fires, acts of God, or by any cause not within the control of the party whose performance is interfered with which by the exercise of reasonable diligence such party is unable to prevent. Additionally, if the fulfillment of any of the terms and provisions of this Agreement is delayed or prevented by any court order, or action or injunction or other such agreement, this Agreement shall become voidable by the owner by notice to each party.

2.15 The owner and the Contractor each bind themselves and their successors, executors, administrators, heirs and assigns and legal representatives of the other party respecting all covenants and agreements and obligations of this contract.

2.16 The terms of this Agreement shall be construed and interpreted, and all respective rights and duties of the parties shall be governed by the laws of the State of New Jersey.

2.17 Challenge of Specifications

Any respondent who wishes to challenge a specification shall file such challenge in writing with the Purchasing Agent no less than three (3) business days prior to the opening of the RFP's. Challenges filed after that time shall be considered void and having no impact on the owner or the award of contract.

2.18 Payment

Invoices shall specify, in detail, the period for which payment is claimed, the services performed during the prescribed period, the amount claimed and correlation between the services claimed and the Proposal Cost Form.

Payment will be made on presentation of owner's voucher duly signed and executed.

The owner may withhold all or partial payments on account of subsequently discovered evidence including but not limited to the following:

1. Deliverables not complying with the project specification;
2. Claims filed or responsible evidence indicating probability of filing claims;
3. A reasonable doubt that the Contract can be completed for the balance then unpaid.

When the above grounds are removed, payment shall be made for amounts withheld because of them.

2.19 Non-payment of Penalties and Interest on Overdue Bills

Public funds may be used to pay only for goods delivered or services rendered. Galloway Township will not pay penalties and/or interest on overdue bills. No employee is authorized to sign a letter of credit or any other document that represents a legal commitment on the part of the owner to pay additional fees.

2.20 Ownership of Material

The owner shall retain all of its rights and interest in any and all documents and property both hard copy and digital furnished by the owner to the contractor for the purpose of assisting the contractor in the performance of this contract. All such items shall be returned immediately to the owner at the expiration or termination of the contract or completion of any related services, pursuant thereto, whichever comes first. None of the documents and/or property shall, without the written consent of the owner, be disclosed to others or used by the contractor or permitted by the contractor to be used by their parties at any time except in the performance of the resulting contract.

Ownership of all data, materials and documentation originated and prepared for the owner pursuant to this contract shall belong exclusively to the owner. All data, reports, computerized information, programs and materials related to this project shall be delivered to and become the property of the owner upon completion of the project. The contractor shall not have the right to use, sell, or disclose the total of the interim or final work products, or make available to third parties, without the prior written consent of the owner. All information supplied to the owner may be required to be supplied on CD-ROM media compatible with the owner's computer operating system, windows based, Microsoft Office Suite 2007 or greater.

2.21 Source of Specifications/RFP Packages

Official Township Request for Proposal (RFP) packages for routine goods and services are available from www.gtnj.org at no cost to the prospective respondents. All addenda are posted on this site. Potential respondents are cautioned that they are responding at their own risk if a third party supplied the specifications that may or may not be complete. The owner is not responsible for third party supplied RFP documents.

2.22 Altering Official Document

Respondents shall not write in any margins or alter the official content of Township of Galloway RFP document.

2.23 W-9

Successful bidder/respondent shall complete W-9 Form and submit to Finance office prior to contract award. The form is available at the following link: <http://www.irs.gov/pub/irs-pdf/fw9.pdf>

2.24 Conflict of Interest

Successful counsels are required to be free of any conflict of interest. As the Township is a public entity, please note that the Township is precluded by the Rules of Professional Conduct from waiving conflicts of interest. If your firm is awarded a contract, you have an ongoing obligation during the term of your designation to disclose any and all actual or potential conflicts and to not accept matters adverse to the Township. Additionally, retained counsel shall not disclose any confidential information learned or

received in any way as part of a retention, either during the term of service or at any time thereafter. Respondents shall not write in any margins or alter the official content of Galloway Township RFP document.

2.25 Effect of Award

Being awarded a contract as a professional service provider to the Township does not guarantee any work or the assigning of any cases and does not bind the Township to guarantee any form of employment or engagement.

2.26 Open Public Records Act

Respondents are hereby advised that their responses may be subject to dissemination under the Open Public Records Act ("OPRA") or the common law right of access.

3. SCOPE OF WORK

3.1 AUDITOR

Multi-disciplined firm experienced SEC and reporting obligations in municipal auditing procedures, bond law, appearing before the Local Finance Board, arbitrage, municipal budgeting and purchasing. The applicant must meet and possess all certifications necessary to practice as a Municipal Auditor in the State of New Jersey including but not limited to RMA certification. Additionally, as a minimum, the firm shall have five (5) years experience as a Township Auditor for municipalities in the State of New Jersey with similarly sized budgets. The applicant must demonstrate a high degree of knowledge of the following:

- a) The finance and operation of local government in New Jersey; and
- b) Department of Community Affairs' Local Finance Notices and their rules and regulations for municipal finance administration; and
- c) New Jersey State financial statutes, including but not limited to:
 - i) NJSA 40A:11 Local Public Contracts Law
 - ii) NJSA 40A:4 Local Budget Law
 - iii) NJSA 40A:2 Local Bond Law
 - iv) NJSA 40A:9-22.1 Government Ethics Law
 - v) NJSA 47:1A Open Public Records Law
 - vi) NJSA 40A:5 Local Fiscal Affairs Law

All other financial matters pertaining to Townships, including budgets, assessments, monitoring reports, investments, audit controls, year-end accounting, Annual Financial Statements, budget preparation, annual audit, supplemental debt statements, etc. and a high degree of knowledge and familiarity with municipal trust funds, developer escrow accounts, utility budgets and dedications by rider. The applicant must also meet all certifications necessary to practice as the State of New Jersey.

3.2 TOWNSHIP ATTORNEY and/or CONFLICT ATTORNEY

Multi-disciplined firm with experience in municipal law, municipal litigation and tort claim laws, COAH law and familiarity with Titles 40 & 40A of N.J.S.A. The applicant shall have five (5) years' experience as a municipal Township Attorney for a municipality in the State of New Jersey, three (3) years of which should be in a similarly-sized municipality.

The applicant also must demonstrate a high degree of knowledge, experience and ability with the following:

- a) The operation of local governmental units in New Jersey
- b) Acquisition and/or divesting of real estate, including but not limited to Open Space, easements, vacating roads, Green Acres and Pinelands
- c) Assisting with acquiring and administering grants
- d) Administering Council on Affordable Housing (COAH) programs and Regional Contribution Agreements
- e) Experience working in a town located in the Pinelands and interacting with the Pinelands Commission
- f) Municipal Land Use Law

- g) Extensive knowledge of Local Public Contracts Law
- h) Experience working in a municipality that is self-insured via a Joint Insurance Fund
- i) Knowledge of Employment Practices Liability (EPL) policies
- j) Knowledgeable in Election Law, "Pay to Play" Laws and Government Ethics Laws

The applicant must be licensed to practice law in the State of New Jersey and be a member of the New Jersey Bar in good standing.

Include a list of any other professional qualifications, experience and/or credentials you feel are relevant, including any person/professional in your firm who is expected to work on this contract.

3.3 TOWNSHIP ENGINEER and/or ALTERNATE

All applicable licenses to perform general engineering in New Jersey. Applicant must have at least five (5) years experience as municipal engineer in a similarly-sized municipality. Firm must be multi-disciplined with expertise in road construction, construction management, dams with engineers who hold licenses in these areas, MLUL experience, planners & landscape engineers on staff, experience in environmental assessments (wetlands, archaeological, endangered species, hydrologic studies), GIS, materials testing, surveying, traffic studies, drainage, and extensive knowledge of the Pinelands Commission's rules and regulations.

The applicant must demonstrate the ability to:

- a) Prepare, or cause to be prepared, plans, designs and specifications for Public Works projects and improvement
- b) Provide and maintain surveys, maps, plans, specifications and control records with respect to Public Works projects in the Township, including GIS considerations
- c) Provide technical and engineering advice and assistance to the Township Committee and Township Manager
- d) Ability to update the Tax Map as per the Tax Assessor's needs
- e) Attend all Committee meetings as requested by the Township Manager
- f) Administer and oversee road opening permits on behalf of the Manager
- g) Prepare, review and approve construction plans and specifications for all capital improvement projects as directed by the Township Manager
- h) Successful record of applying for and receiving road improvement grants
- i) Ability to respond to resident concerns when an engineering project impacts their property
- j) Experience in engineering inspections of both residential developments and large commercial/industrial projects (over 20,000 sq/ft)
- k) Experience administering performance bond and maintenance bonds on behalf of the Township
- l) Must demonstrate experience with engineering design, inspection and contract administration of annual municipal road projects totaling more than \$1 million

Documented experience with design, inspection and contract administration of large and small recreation projects

3.4 TOWNSHIP LABOR COUNCIL

Firm or attorney specializing in public sector labor relations and whose practice is primarily or solely comprised of representing public sector management. The applicant shall have five (5) years experience as a municipal labor attorney for a municipality in the State of New Jersey, five (5) years of which should be in a municipality with at least three (3) CBAs, at least one of which should be a police or fire union.

The applicant also must demonstrate a high degree of knowledge, experience and ability with the following:

- a) Collective Bargaining with major public sector unions (ex: FOP, PBA, AFSCME, CWA, Teamsters, GWU) representing management
- b) Interest arbitration with Public Employees Relations Commission (PERC)
- c) Grievance arbitration with PERC
- d) PERC directed mediation and/or fact finding
- e) Formulating management proposals
- f) Employer-Employee Relations Act, ADA, FMLA, NJ FMLA

Applicant must list any public sector labor union clients, they are currently representing.

The applicant must be licensed to practice law in the State of New Jersey and be a member of the Bar in good standing. Include a list of any other professional qualifications; experience and/or credentials you feel are relevant to this RFP.

3.5 BOND COUNCIL

Law firm experienced in municipal bonding, pooled financing procedures, bond law, SEC regulations and reporting and arbitrage. The applicant must meet and possess all certifications necessary to practice as a bond counsel in the State of New Jersey. Additionally, as a minimum, the applicant shall have seven (7) years' experience as a bond counsel for municipalities in the State of New Jersey with similarly-sized bonds. The applicant must demonstrate a high degree of knowledge and experience with municipal bonds of at least five million dollars (\$5,000,000.00), refinancing of existing bonds and helping the town to structure its debt service so as to minimize impact to the taxpayers. The applicant needs to have experience appearing before the Local Finance Board.

The applicant must also meet all certifications necessary to practice in the State of New Jersey.

3.6 MUNICIPAL PROSECUTOR and/or ALTERNATE MUNICIPAL PROSECUTOR

Licensed Attorney in the State of New Jersey. Must have at least 3 years experience representing a municipal agency. Ability to present matters in Municipal Court. Familiar with motor vehicle and criminal statutes. Must be available as scheduled by the Municipal Court.

3.7 PUBLIC DEFENDER

Licensed Attorney in the State of New Jersey. Must have experience representing/defending members of the public in Municipal Court. Familiar with motor vehicle and criminal statutes. Must be available as scheduled by the Municipal Court.

3.8 TAX APPEAL ATTORNEY

Licensed Attorney in the State of New Jersey. Must have at least 5 years experience in tax appeals (residential and commercial) at both the County Board of Taxation and the New Jersey Tax Court.

3.9 RISK MANAGEMENT CONSULTANT (RMC)

Firm or agent specializing in public sector Joint Insurance Funds and who has at least five (5) years' experience as an insurance risk consultant and with Municipal Joint Insurance Fund that represents municipalities as an RMC. Experience in municipalities of a similar scope and size is preferred.

The applicant also must demonstrate a high degree of knowledge, experience and ability with the following:

- a) Loss Control
- b) Risk Management
- c) Claims Review
- d) Attendance at JIF Meetings
- e) Safety Programs
- f) Identifying insurable exposures
- g) Certificates of Insurance
- h) Claims processing and assistance

Applicant shall submit quarterly bill/reports to the Township Manager delineating duties performed, projects worked on and any other efforts on behalf of Galloway Township.

Applicant must list any other public sector JIF clients they are currently representing as RMC.

The Municipality authorizes the Fund to pay its Consultant as compensation for services rendered an amount percentage (____ %) of the Municipality's annual assessment as promulgated by the Fund or flat fee. Said fee shall be paid within 30 days of payment of the member's assessment.

3.10 REDEVELOPMENT COUNCIL

Licensed Attorney in the State of New Jersey. Must provide legal services in relation to local redevelopment inclusive of, but not limited to legal services in relations to the designation and establishment of areas in need of redevelopment; approval of redevelopment plans; negotiation and drafting of redevelopment agreements, pilot programs and other related agreements and documents; pursuit of eminent domain.

3.11 PLANNING BOARD / ZONING BOARD SOLICITOR and/or ALTERNATES

Licensed Attorney in the State of New Jersey. Planning and Zoning Board Solicitor must have at least 5 years experience in representing Land Use Boards (i.e. Planning and/or Zoning). Must have experience in preparing Decisions and Resolutions of Approval or Denial. Familiar with New Jersey Pinelands and CAFRA Regulations.

3.12 PLANNING BOARD / ZONING BOARD ENGINEER and/or ALTERNATES

Licensed in the State of New Jersey, must have experience in Municipal Land Use pertaining to Major and Minor Site Plan applications and Major and Minor Subdivision applications. Familiar with New Jersey Pinelands and CAFRA Regulations. Must have at least 5 years experience in representing Land Use Boards in the State of New Jersey.

3.13 TOWNSHIP ARCHITECT

The Township of Galloway may from time to time appoint an architect to provide general services relative to architect projects as determined by the Township municipalities of New Jersey. Any experience or knowledge of matters directly affecting architectural work in the Township of Galloway should be addressed.

1. Must have minimum of five (5) years experience in architect work in the State of New Jersey.
2. Must have prior experience providing architect work in New Jersey municipalities.
3. Must maintain a bona fide principal office in the state of New Jersey.

FEE PROPOSAL

Respondents are asked to provide fees or a compensation schedule that describes the basis for billing services for each discrete service item to be offered by successful respondents as well as hourly or per diem fees for other services or types of activities.

4. PROPOSAL REQUIREMENTS

4.1 QUALIFICATION STATEMENT AND PROPOSAL

Respondents are requested to submit a Qualification Statement and Proposal for each category. The Qualification Statement and Proposal for each category shall be no more than three typed, singled sided, 8 ½" x 11" sheets in length. The Qualification Statement and Proposal must contain all requirements of the RFP and the following information.

1. A statement that your firm is interested in performing the work described in this RFP.
2. The address of the office in which the work will be performed.
3. The name and title of the individuals who will be assigned to the project(s).
4. A narrative demonstrating your understanding of all work necessary. The narrative must detail your firm's particular ability to perform the type of work. The narrative must indicate the

experience of your firm/staff for the type of work involved for the categories your firm is preparing a response. The narrative should address the ability of your firm to complete the required work in a professional and cost effective manner.

Resumes of key personnel must be submitted along with your firms' proposals. Each resume shall be a maximum of two, single sided, 8 ½ "x 11" sheets in length and must highlight education, professional credentials, and work performance on projects similar to that described in this RFP. A resume of the primary partner, as well as the resume(s) of key personnel must be included.

Qualification Statements and Proposals will be reviewed and evaluated by staff from Galloway Township. It is anticipated that review of Qualification Statements and Proposals will be completed during the month of December 2016.

One proposal package is acceptable as long as the category boxes that apply to that proposal are checked (ref Proposal Cost Form/Signature Page). This means that the qualifications and resumes can be combined into one package with the administrative forms under a single Proposal Cost Form/Signature Page with the appropriate categories checked. This is considered the proposal package and three printed copies along with one original and a PDF of the package on a CD shall be submitted.

Fee Schedule

Respondents shall submit a proposed hourly rate fee schedule for the period of January 1, 2016 through December 31, 2016.

4.2 REFERENCES

Please provide a list of (3) three clients for whom similar services have been provided. Include the following in your response:

1. Name of Client
2. Address of Client
3. Contact Person's Name
4. Contact Person's Title
5. Telephone Number
6. Email
7. Dates of Service

5. EVALUATION, REVIEW AND SELECTION PROCESS

5.1 PROPOSALS TO REMAIN SUBJECT TO ACCEPTANCE

RFP responses shall remain open for a period of sixty (60) calendar days from the stated submittal date. The Township will either award the Contract within the applicable time period or reject all proposals.

The Township may extend the decision to award or reject all proposals beyond the sixty (60) calendar days when the proposals of any respondents who consent thereto may, at the request of the owner, be held for consideration for such longer period as may be agreed.

5.2 REJECTION OF PROPOSALS

The Township reserves the right to reject any or all proposals, or to reject any proposals if the evidence submitted by, or investigation of such respondent fails to satisfy the Township that such respondent is properly qualified to carry out the obligations of the RFP and to complete the work contemplated therein. The Township reserves the right to waive any minor informality in the RFP.

5.3 EVALUATION PROCESS

An evaluation team will review all proposals to determine if they satisfy the Proposal Requirements, determine if a proposal should be rejected and evaluate the proposals based upon the Evaluation Criteria. The highest-ranking respondent will then be recommended to the governing body for award of contract, based on price and other factors.

5.4 EVALUATION CRITERIA

The criterion considered in the evaluation of each proposal follows. The arrangement of the criteria is not meant to imply order of importance in the selection process. All criteria will be used to select the successful respondent.

5.4.1 UNDERSTANDING OF THE REQUESTED WORK

The proposals will be evaluated for general compliance with instructions and requests issued in the RFP. Non-compliance with significant instructions shall be grounds for disqualification of proposals.

5.4.2 KNOWLEDGE OF TECHNICAL COMPETENCE

This includes the ability of the respondent to perform all of the tasks and fulfill adequately the stated requirements.

5.4.2a MANAGEMENT, EXPERIENCE AND PERSONAL QUALIFICATIONS

Expertise of the firm shall be demonstrated by past contract successes providing government or other agencies with similar services. The respondent will be evaluated on knowledge, experience, prior collaboration and successful completion of projects/services similar to that requested in this RFP. In addition to relevant experience, respondents shall provide personnel qualifications in the Proposal.

5.4.3 ABILITY TO COMPLETE THE SERVICES IN A TIMELY MANNER

This is based on the estimated duration of the tasks and the respondent's ability to accomplish these tasks as stated.

5.4.4 COST

Price shall be based on hourly rates and schedules of fees submitted with the proposal. Any services not included as part of any resulting contract scope of services must be approved and authorized by the owner before such work is initiated. The owner shall pay for such approved services, at the rate or cost agreed upon between the Township and contractor, and provided the respondent has provided a schedule of fees for additional services with this RFP.

5.5 PAYMENT

Payment will be made after a properly executed Township voucher has been received and formally approved on the voucher list by the Township Council at its subsequent regular meeting. The voucher will be certified correct by the departments who received the goods or services.

5.6 TERM OF CONTRACT

January 1, 2017 – December 31, 2017 or as for a term as prescribed by law.

5.7 NOTICE OF AWARD

The successful respondent will be notified of the award of contract upon a favorable decision by the governing body. The departments may then send a Purchase Order/Voucher to the contractor.

RFP DOCUMENT SUBMISSION CHECKLIST

Required
With
Response

Read, Signed
and Submitted
(Respondent's initials)

A. REJECTION OF RFP

- Disclosure of Ownership Form _____
- Affidavit of Non-Collusion, properly notarized _____
- Required Evidence EEO/Affirmative Action Regulations Questionnaire _____
- Acknowledgement of Receipt of Addenda (To be completed if Addenda is issued) _____
- Three (3) References for similar projects _____
- License(s) or Certifications(s) Required by the Specifications _____
- Qualification Statement _____
- Fee Schedule _____
- Key Personnel Information _____

**B. MANDATORY ITEM(S) REQUIRED NO LATER THAN TIME PERIOD INDICATED
SUBMIT DOCUMENTS AT TIME OF BID RESPONSE DUE DATE**

- Business Registration Certificate – Bidder _____
- Disclosure of Investment Activities in Iran Statement _____
- CD with PDF of RFP along with Copies (Ref. Notice of RFP and/or Section 2.2) _____
- Evidence of Professional Liability Insurance, at time contract is awarded _____
- Certificate of Insurance naming Township as Additional Insured _____
- Business Entity Disclosure Certification _____
- Political Contribution Form _____

C. READ ONLY

- Americans with Disability Act of 1990 Language _____

This checklist is provided for bidder's use in assuring compliance with required documentation; however, it does not include all specifications requirements and does not relieve the bidder of the need to read and comply with the specifications.

Name of Bidder: _____ Date: _____

By Authorized Representative:

Signature: _____

Print Name & Title: _____ Phone: _____

TOWNSHIP OF GALLOWAY
PROPOSAL COST FORM / SIGNATURE PAGE

The undersigned declares that he/she has read the Notice, Instructions, Affidavits and Scope of Services attached, that he/she has determined the conditions affecting the proposal and agrees, if this proposal is accepted, to furnish and deliver services per the attached schedule of fees for the following:

PROFESSIONAL AND LEGAL SERVICES

Please
Check

- 3.1 Auditor
- 3.2 Township Attorney and/or Conflict Attorney
- 3.3 Township Engineer and/or Alternate
- 3.4 Township Labor Counsel
- 3.5 Bond Council
- 3.6 Municipal Prosecutor and/or Alternate Township Prosecutor
- 3.7 Public Defender Risk Management Consultant (RMC)
- 3.8 Tax Appeal Attorney
- 3.9 Risk Management Consultant (RMC)
- 3.10 Redevelopment Council
- 3.11 Planning Board and Zoning Board Solicitors and/or Alternates
- 3.12 Planning Board and Zoning Board Engineer and/or Alternates
- 3.13 Township Architect

(Corporate)
The undersigned is a (Partnership) under the laws of the State of _____ having its
(Individual)
principal office at _____

Company

Federal ID# or Social Security #

Address

Signature of Authorized Agent

Type or print Name

Telephone #

Date

Fax #

Email Address

DISCLOSURE OF OWNERSHIP FORM

N.J.S.A. 52:25-24.2 reads in part that “no corporation or partnership shall be awarded any contract by the State, County, Municipality or School District, or any subsidiary or agency thereof, unless prior to the receipt of the submission of the corporation or partnership, there is provided to the public contracting unit a statement setting forth the names and addresses of all individual who own 10% or more of the stock or interest in the corporation or partnership”.

1. If the professional service entity is a partnership, then the statement shall set forth the names and addresses of all partners who own 10% or greater interest in the partnership.
2. If the professional service entity is a corporation, then the statement shall set forth the names and addresses of all stockholders in the corporation who own 10% or greater interest in the partnership.
3. If a corporation owns all or part of the stock of the corporation or partnership providing the submission, then the statement shall include a list of the stockholders who own 10% or more of the stock of any class of that corporation.
4. If the professional service entity is other than a corporation or partnership, the contractor shall indicate the form of corporate ownership as listed below.

COMPLETE ONE OF THE FOLLOWING STATEMENTS:

I. Stockholders or Partners owning 10% or more of the company providing the submission:

Name:

Address:

SIGNATURE: _____ DATE: _____

II. No Stockholder or Partner owns 10% or more of the company providing this submission:

SIGNATURE: _____ DATE: _____

III. Submission is being provided by an individual who operates as a sole proprietorship:

SIGNATURE: _____ DATE: _____

IV. Submission is being provided by a corporation or partnership that operates as a (check one of the following):

_____ Limited Partnership

_____ Limited liability Corporation

_____ Limited Liability Partnership

_____ Subchapter S Corporation

SIGNATURE: _____ DATE: _____

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

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 Township of Galloway 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 _____
(name of contractor)

Subscribed and sworn to

before me this day

Signature

_____, 2_____

(Type or print name of affiant under signature)

Notary public of

My Commission expires _____

(Seal)

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 bidders are required to submit evidence of appropriate affirmative action compliance to the Township and Division of Public Contracts Equal Employment Opportunity Compliance. During a review, Division representatives will review the Township files to determine whether the affirmative action evidence has been submitted by the vendor/contractor. Specifically, each vendor/contractor shall submit to the Township, 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 Township and the Division. 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 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 Township 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 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 Township. 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 to the Division of Public Contracts Equal Employment Opportunity Compliance, with a copy to Public Agency.

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: _____ Title: _____

Print Name: _____ Signature: _____

Date: _____

SAMPLE AFFIRMATIVE ACTION CERTIFICATE

Certification 111XX

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

INITIAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-DEC-20XX to 15-DEC-20XX

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

VOID



State Treasurer

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-36 et seq. and 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, 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 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.

**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
(CONTINUED)**

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

Submitted by:

(Name of the Firm)

Name:

(Please print or Type)

Signature:

Title: _____

Dated: _____

AMERICANS WITH DISABILITIES ACT 1990
Equal Opportunity for Individuals with Disability

The Contractor and the Township of Galloway (hereafter "Owner") do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S12101 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 Township of Galloway 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 Township of Galloway in any action or administrative proceeding commenced pursuant to this Act. The Contractor shall indemnify, protect, and save harmless the Township of Galloway, 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 Township of Galloway's grievance procedure, the Contractor agrees to abide by any decision of the Township of Galloway, which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the Township of Galloway or if the Township of Galloway 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 Township of Galloway 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 proceedings is brought against the Township of Galloway or any of its agents, servants, and employees, the Township of Galloway shall expeditiously forward or have forwarded to the Contractor every demand, complaint, notice, summons, pleading, or other process received by the Township of Galloway or its representatives.

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

It is further agreed and understood that the Township of Galloway 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 Township of Galloway from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

October 20, 2004

Revised Contract Language for BRC Compliance

Goods and Services Contracts (including purchase orders)

* Construction Contracts (including public works related purchase orders)

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

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

A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements is available by calling (609) 292-9292.

**ALERT
FAILURE TO POSSESS A
NEW JERSEY BUSINESS REGISTRATION CERTIFICATE
MAY BE CAUSE FOR REJECTION OF YOUR PROPOSAL**

TOWNSHIP OF GALLOWAY

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

FAILURE TO POSSESS A NEW JERSEY BUSINESS REGISTRATION CERTIFICATE
MAY BE CAUSE FOR REJECTION OF YOUR PROPOSAL

REGARDLESS OF THE FACT THAT A COPY MAY ALREADY BE ON FILE WITH THE
TOWNSHIP OF GALLOWAY

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE
FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS

DEPARTMENT OF TREASURY
DIVISION OF REVENUE
PO BOX 252
TRENTON, N.J. 08646-0252

TAXPAYER NAME: TAX REGISTRATION TEST ACCOUNT
TAXPAYER IDENTIFICATION#: 970-097-382/500
ADDRESS: 847 ROEBLING AVE
TRENTON NJ 08611
EFFECTIVE DATE: 01/01/01
FORM-BRC(08-01)

TRADE NAME: CLIENT REGISTRATION
SEQUENCE NUMBER: 0107330
ISSUANCE DATE: 07/14/04

John S. Tully
Acting Director

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

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA

The undersigned Bidder does hereby acknowledge the receipt of the following Addenda:

<u>Addendum Number</u>	<u>Dated</u>	<u>Acknowledgement Receipt (Initial)</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

_____ Please place a check mark here, when no addenda were received:

Acknowledgement for: _____
(Name of Bidder)

By: _____
(Signature of the Authorized Representative)

Name: _____
(Please Print or Type)

Title: _____

Date: _____

FORM NOT REQUIRED IF NO ADDENDA ISSUED

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

PART 1: CERTIFICATION

BIDDERS MUST COMPLETE - PART 1 BY CHECKING EITHER BOX BELOW

FAILURE TO CHECK ONE (1) OF THE BOXES MAY RENDER THE PROPOSAL NON-RESPONSIVE

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders must review this list prior to completing the below certification. Failure to complete the certification will render a bidder's proposal nonresponsive. If the Director finds a person or entity to be in violation of law, that they 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 New Jersey Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P. L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. **I will skip Part 2 and sign and complete the Certification below.**

OR

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

PART 2:

PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

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

PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, USE ADDITIONAL PAGES.

Name: _____

Relationship to Bidder/Vendor: _____

Description of Activities: _____

Duration of Engagement: _____ Anticipation Cessation Date: _____

Bidder/Vendor: _____

Contact Name: _____ Contact Phone # _____

CERTIFICATION:

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

Full Name (Print): _____

Signature: _____

Title: _____ Date: _____

Bidder/Vendor: _____

BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR ALTERNATIVE AND OPEN CONTRACTS
 Required Pursuant To N.J.S.A. 19:44A-20.8
TOWNSHIP OF GALLOWAY

Part I – Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that _____ has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding September 12, 2006 to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the Township of Galloway as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

Don Purdy, Mayor	Robert Maldonado, Council Member
Anthony J. Coppola Jr., Deputy Mayor	Timothy Meadows, Council Member
Richard Clute, Council Member	
Anthony DiPietro, Council Member	
Frank Gargione, Council Member	

Part II – Ownership Disclosure Certification

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

Check the box that represents the type of business entity:

- Partnership
 Corporation
 Sole Proprietorship
 Subchapter S Corporation
 Limited Partnership
 Limited Liability Corporation
 Limited Liability Partnership

Name of Stock or Shareholder	Home Address

Part 3 – Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: _____

Signed: _____ Title: _____

Print Name: _____ Date: _____

Subscribed and sworn before me this ____ day of _____, 2 ____. My Commission expires: _____	_____ (Affiant) _____ (Print name & title of affiant) (Corporate Seal)
--	---

