# BOROUGH OF ELMWOOD PARK REQUEST FOR PROPOSAL FOR PLANNING BOARD ENGINEER

Date Issued: November 17, 2025

Return Date & Time: December 9, 2025, 11:00 AM

**Return To:** Municipal Clerk's Office

Borough of Elmwood Park Elmwood Park, NJ 07407

# REQUEST FOR PROPOSAL FOR THE POSITION OF PLANNING BOARD ENGINEER FOR THE BOROUGH OF ELMWOOD PARK FOR THE TIME PERIOD JANUARY 1, 2026 THROUGH DECEMBER 31, 2026

The Borough of Elmwood Park is soliciting proposals for the position of **Planning Board Engineer** to provide professional services to the Borough on all general engineering services related to the operations of the Borough. The Planning Board will select one or more **Planning Board Engineers** for the position of engineer to the Planning Board based upon a fair and open process, pursuant to N.J.S.A. 19:44A-20.4, et. seq. and in accordance with the Resolution previously adopted by the Planning Board to secure such services through a fair and open process. In order to have a proposal considered by the Planning Board, an interested party must provide evidence that he/she satisfies the minimum requirements, as set forth in Section III of this document and that he/she otherwise complies with the proposal requirements set forth in the Borough of Elmwood Park's REQUEST FOR QUALIFICATIONS AND PROPOSALS section of the Borough's web site.

# **SECTION I** Appointment of Planning Board Engineer

One engineer or firm shall be appointed by the Planning Board to serve as the official **Planning Board Engineer** and other engineers or firms may be appointed by the Planning Board, for a term of one (1) year, to perform services for the Borough of Elmwood Park including but not limited to those services as described in Section II of this document.

The Planning Board may select, at its sole discretion, individuals or firms for this position, so long as those individuals or firms meet or exceed the minimum requirements set forth in Section III hereof. Once an appointment is made, no substitution of personnel may be made without the express written consent of the Planning Board, which consent may be withheld in their sole discretion. The Planning Board reserve the right to appoint other **Planning Board Engineers** to perform engineering services as the need may arise.

# **SECTION II** Scope of Services

The **Planning Board Engineer** (and other engineers, if any) shall perform the following minimum duties as well as those prescribed by applicable law, subject to the review and approval of the Planning Board:

- A. Provide engineering services as requested by the Planning Board;
- B. Perform such duties as are prescribed by general law and ordinance;
- C. Prepare, or cause to be prepared, plans, designs, and specifications for public works projects and other improvements undertaken by the Borough of Elmwood Park;
- D. Prepare reports and provide advice to the Planning Board regarding issues that arise that include but are not limited to: regulations, legislation and ordinances;
- E. Interact with the Borough's Administration on related issues;
- F. When requested by the Planning Board, reply to inquiries from residents and/or commercial enterprises;
- G. Attend regular, special, and Executive Session meetings as requested by the Planning Board.

# **SECTION III** Minimum Qualifications and Response Requirements

In order for an individual's or firm's proposal to be considered by the Planning Board, interested parties submitting proposals in response to this solicitation must meet the following:

# A. Minimum Qualifications:

- 1. Is multi-disciplined with at least ten (10) years experience in all aspects of **Planning Board Engineering** (the appointed engineer may be assisted by employees of his/her firm with lesser levels of experience);
- 2. That the Planning Board Engineer has been licensed in the State of New Jersey for at least five (5) years;
- 3. That the Planning Board Engineer has at least five (5) years prior experience as a **Planning Board** Engineer;
- 4. That the **Planning Board Engineer**, and/or firm, has sufficient staff to satisfy the scope of services described in this proposal;
- 5. The **Planning Board Engineer** has experience in road construction, construction management, water and sewer plant construction with engineers who hold licenses in those areas, land-use law experience, planning and landscaping engineers on staff, experience in environmental studies assessments (wetlands, archaeological, endangered species, hydrologic studies, storm water management), GIS, materials testing, surveying, traffic studies, drainage, and extensive knowledge of New Jersey Department of Environmental Protection rules and regulations;
- 6. **Planning Board Engineer** or firm submitting the response to this proposal carries professional liability insurance in an amount of at least \$1,000,000.00 with a carrier that has AAA rating by Best Insurance Digest; and

- 7. **Planning Board Engineer** must be in good standing within the Professional Engineering Community.
- 8. That the **Planning Board Engineer** or engineering firm submitting this proposal has not represented within the past three years and does not represent any adverse parties and claims whether administrative, civil, criminal, or otherwise, against the Borough of Elmwood Park.
- 9. The Engineer or firm is in good standing with the State of New Jersey.

# B. Minimum Requirements for Vendor Responses:

- 1. Interested parties wishing to provide a proposal in response to the Borough of Elmwood Park's solicitation shall provide the following minimum information in its proposal, which proposal must be submitted at the location and within the time constraint set forth on page 1 of this document.
- 2. Full name and business address of entity or person submitting the proposal and the name of the key contact person;
- 3. A description of the business organization (i.e., corporation, partnership, joint venture, etc.) of each firm, its ownership and organizational structure;
- 4. Number of years the organization has been in business under the present name, and the number of years the business organization has been under the current management;
- 5. List of all individuals who, if selected, will provide services to the Borough of Elmwood Park, along with a summary of the post high school education and license held by each such person;
- 6. Number of years each individual has provided services to municipal entities in the State of New Jersey;
- 7. A description of the services that will be provided to the Borough of Elmwood Park, in addition to those set forth in Section II above;
- 8. A copy or description of the professional liability insurance policy maintained by the attorney or law firm for the proposed calendar year;
- 9. A statement and listing of professional service fees that the **Planning Board Engineer** and/or firm would offer to the Borough of Elmwood Park, if selected to be the **Planning Board Engineer**;
- 10. A statement that the applicant complies with N.J.S.A 10:5-1, et. seq., (Law Against Discrimination) and P.L.1975, c. 127 (Affirmative Action Law of the State of New Jersey);
- 11. The name and addresses of at least three (3) references consisting of clients for which the applicant has provided services in the past five (5) years, which should include at least one (1) municipal entity client;
- 12. A list and description of all professional liability claims, if any, brought against the applicant during the past five (5) years;
- 13. Confirmation of appropriate Federal, State, and Local licenses to perform activities; and

- 14. The applicant shall number your responses using the sequential order listed in paragraphs A and B of Section III;
- 15. The applicant shall provide the Borough of Elmwood Park with an original and two (2) copies of its proposal and fully executed original copies of all documents in the Request for Proposal.

#### SECTION IV Basis of Award of Professional Services Contract

The Borough of Elmwood shall award all professional service agreements based upon qualifications, merit, cost competitiveness, references and experience with issues confronting the Borough of Elmwood Park. The final determination will be based upon the most advantageous price and other factors to the Borough of Elmwood Park. The specific basis of award will include:

A. Documented evidence that the individual/firm fulfills all of the Minimum Qualifications as listed in Section III, paragraph A., and all of the information required under paragraph B., including, but not limited to, insurance policy, Affirmative Action Compliance and professional service fees, are provided for review and consideration.

#### B. Technical Criteria:

- 1. Does the proposal demonstrate a clear understanding of the scope of work and related objectives?
- 2. Does the proposal document knowledge of the issues and operations of the Borough of Elmwood Park, and how the proposed services will address these issues?
- 3. Is the proposal complete and responsive to the specific requirements?
- 4. Has successful past performance of the individual/firm and its principals been documented?

# C. Management Criteria:

- 1. How well does the proposed scheduling timelines meet the borough's needs?
- 2. Does the individual/firm document a record of reliability of timely delivery of deliverables?
- 3. Does the individual/firm document municipal/State experience?
- 4. Does the individual/firm document its availability to attend all scheduled/required public and special meetings?
- 5. To what extent does the individual/firm rely on in-house resources vs. contracted services?
- 6. Is there the availability of in-house and contract resources documented?
- 7. Is there Documentation of experience in performing similar work by employees?
- 8. Does the individual/firm make use of business capabilities or initiatives that involve women, the disadvantaged, small and/or minority owned business establishments?
- 9. Does the vendor demonstrate cultural sensitivity in hiring and training staff?

#### D. Cost Criteria:

- 1. Relative Cost How does the cost compare to other similarly scored proposals?
- 2. Is the price and its component charges, fees, etc., adequately explained and documented?
- 3. Does the proposal include quality control and assurance programs?
- 4. Does the individual/firm have the sufficient financial resources to meet its obligations?

All awards are and shall be subject to the availability of funds for the professional services in the Temporary and/or Final Budgets.

# **REQUEST FOR PROPOSAL CHECKLIST**

THIS CHECKLIST MUST BE COMPLETED AND SUBMITTED WITH YOUR PROPOSAL. PLEASE INTIAL BELOW, INDICATING THAT YOUR PROPOSAL INCLUDES THE ITEMIZED DOCUMENTS. A PROPOSAL SUBMITTED WITHOUT THE FOLLOWING DOCUMENTS MAY BE REJECTED.

| ITEM  | INITIALS |
|---|----------|
| Executed Disclosure Statement (form provided)                             |          |
| Executed Non-Collusion Affidavit (form provided)                          |          |
| Executed Affirmative Action Compliance Notice (form provided)             |          |
| Executed Owner's Disclosure Statement (form provided)                     |          |
| Executed Hold Harmless Agreement (form provided)                          |          |
| Executed Americans with Disabilities Act of 1990 Language (form provided) |          |
| Executed Vendor's Information (form provided)                             |          |
| New Jersey Business Registration Certificate                              |          |
| Responses to section III Part B 1 through 15                              |          |
| Original and two (2) copies of completed package                          |          |

| THE UNDERSIGNED | HEREBY ACCKNOWLEDGES | THE ABOVE LISTED REC | <b>)UIREMENTS.</b> |
|-----------------|----------------------|----------------------|--------------------|
|-----------------|----------------------|----------------------|--------------------|

| Person, Firm or Corporation submitting Proposal: |
|--|
|  |
| Authorized Agent Name and Title:                 |
| -  |
| Authorized Signature and Date:                   |

#### DISCLOSURE STATEMENT

The attention of prospective proposer is drawn to the provisions of the Local Government Ethics Law (N.J.S.A. 40A:9-22-1, et seq.) which prohibits a Borough of Elmwood Park or employee or member of his/her immediate family from having an interest in a business organization or engaging in any business transaction, or professional activity which is in substantial conflict with the proper discharge of his/her duties in the public interest.

In furtherance thereof, every proposer must disclose below, being a Borough of Elmwood Park Officer or employee or whether an immediate family member is a Borough of Elmwood Park Officer or employee. If the proposer is a business organization, then disclosure shall be made with respect to anyone having an interest in the business and their immediate family members.

Please answer the following:

|                  | or a member of the proposer's in cluding their immediate family                                  |                          | _                      |  |
|------------------|--|--------------------------|------------------------|--|
| NO               | YES  |                          |                        |  |
| * President, Vic | e President or Signature of Au   | thorized Representative  |                        |  |
| Print Name       |  |                          |                        |  |
| Title            |  |                          |                        |  |
| proposal openin  | the name of the individual annual date, to the Borough Admir<br>07. (Kindly attach a copy of the | nistrator, Borough of El | mwood Park, 182 Market |  |
|                  |  |                          |                        |  |
|                  |  |                          |                        |  |

NOTE: All terms used herein are to be construed in accordance with their meaning under the Local Government Ethics Law, cited above.

\*FAILURE TO SIGN THIS AFFIDAVIT BY A DULY AUTHORIZED COMPANY OFFICIAL WILL RESULT IN REJECTION OF THIS PROPOSAL.

# **NON-COLLUSION AFFIDAVIT**

| I,  | , of the City of   | , in the County of,  |
|---|--|--|
| and the State ofsay that:   | , of full age, being   | ng duly sworn according to law on my oath depose and   |
| I am(Title)   | , of the firm  | ofthe (Company Name)   |
| proposer making this Proto do so; that said propose otherwise taken any actionall statements contained in the State of New Jersey, contained in said Proposa.  I fully warrant that no per an agreement or understated. | er has not, directly or indirectly, ent<br>on in restraint of free competitive act<br>in said Proposal and in this affidavit<br>County of Bergen, and the Borough<br>all and in the statements contained in the<br>rson or selling agency has been empending for a commission, percentage, | and that I executed the said Proposal with full authority fered into an agreement, participated in any collusion, or ion in connection with the above named project and that are true and correct, and made with full knowledge that of Elmwood Park relies upon the truth of the statements this affidavit in awarding the contract for the said project. Ployed or retained to solicit or secure such contract upon brokerage, or contingent fee, except bona fide employees |
| or bona fide established of   | commercial or selling agencies main  | tained by  |
|   | (Company Name)   |  |
| * President, Vice Preside   | nt or Signature of Authorized Repre  | sentative  |
| Print Name  |  |  |
| Title   |  |  |

\* FAILURE TO SIGN THIS AFFIDAVIT BY A DULY AUTHORIZED COMPANY OFFICIAL WILL RESULT IN REJECTION OF THIS PROPOSAL.

# AFFIRMATIVE ACTION REQUIREMENTS

BIDDERS ARE REQUIRED TO COMPLY WITH THE REQUIREMENTS OF N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27

#### REQUIRED AFFIRMATIVE ACTION EVIDENCE

PROCUREMENT & SERVICE CONTRACT (which are not subject to a Federally approved or sanctioned affirmative action program). All successful vendors must submit within <u>ten calendar (10) days</u> of the notice of intent to award (Memorandum of Agreement) or the signing of the contract, whichever is sooner, one of the following:

- 1. A PHOTO COPY OF THEIR <u>FEDERAL LETTER OF AFFIRMATIVE ACTION PLAN APPROVAL</u>. OR
- 2. A PHOTO COPY OF THEIR <u>CERTIFICATE OF EMPLOYEE INFORMATION REPORT</u>. OR
- 3. A COMPLETED <u>AFFIRMATIVE ACTION EMPLOYEE INFORMATION REPORT (AA302). FORM IS INCLUDED IN THIS PACKAGE</u>, LAST PAGE.

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

THE AFFIRMATIVE ACTION AFFIDAVIT FOR VENDORS HAVING LESS THAN FIFTY (50) EMPLOYEES IS NO LONGER ACCEPTABLE.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et. seq. and agrees to furnish the required forms of evidence.

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

| COMPANY NAME: _ |   |   |  |
|-----------------|---|---|--|
|                 |   |   |  |
| SIGNATURE:      | _ | _ |  |
| 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 <a href="https://www.state.ni.us/treasury/contract\_compliance">www.state.ni.us/treasury/contract\_compliance</a>.

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance 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 Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27**.

#### OWNERS DISCLOSURE STATEMENT

In accordance with N.J.S.A. 52:25-24.2 et seq., 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 bid or accompanying the bid of the corporation, partnership, limited partnership, limited liability corporation, limited liability partnership, Subchapter S corporation or sole proprietorship, there is submitted to the Borough, a statement setting forth the names and addresses of all stockholders who own ten percent (10%) or more of the stock, of any class or all individual partners who own a ten percent (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 ten percent (10%) or more of that corporation's stock, or the individual partners owning ten percent (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 ten percent (10%) ownership criteria established in this act has been listed.

| Legal Name of Bidder  | 1                          | ,                     |                | Date                     |
|---|----------------------------|-----------------------|----------------|--------------------------|
| Street Address  | //                         | City                  | State          | Zip Code                 |
| Telephone #   | Fax #                      | e-mail addr           | ess            |                          |
| CHECK TYPE OF BUSINES   | SS ENTITY:                 |                       |                |                          |
|   | Date                       | Where                 |                |                          |
|   | Incorporated               | Incorporated          |                |                          |
| Corporation   |                            |                       |                | Limited Partnership      |
| Limited Liability Corporation   |                            |                       | Limit          | ed Liability Partnership |
| Subchapter S Corporation  |                            |                       |                | Sole Proprietorship      |
|   |                            |                       |                | Partnership              |
| Name Address  Name Address  |                            |                       |                | <u> </u>                 |
| Name Address  |                            |                       |                |                          |
| If more space is required, contra   | inue listing on a separate | page and include with | bid submittal. |                          |
| If no stockholder or partner or this form. I certify that no stockholder. |                            |                       |                |                          |
| President, Vice President or Sig  | gnature of Authorized Rep  | presentative          | Da             | nte                      |

FAILURE TO COMPLETE THIS FORM OR SIGN THE ABOVE STATEMENT BY A DULY AUTHORIZED COMPANY OFFICIAL WILL RESULT IN REJECTION OF THIS PROPOSAL.

# HOLD HARMLESS AGREEMENT

| BETWE            | EEN:  | The Boroug<br>182 Market  | gh of Elmwood Park<br>Street  |   |   |
|------------------|---|---|---|---|---|
| AND              |   |   | ark, New Jersey 07407   |   |   |
| Vendor'          | 's Name   | <b>:</b>  |   |   |   |
| Address          | – not a   | post office   | box   | /   |   |
| Telepho          | ne Nun  | nber  | Fax Number  | e-mail address  |   |
| It is und        | lerstood  | and agreed  | the Contractor is:  |   |   |
| 1.               | An inde   | ependent Co   | ntractor and not an employ  | yee of the Borough of Elwo  | ood Park.   |
| ;<br>;<br>;<br>; | all of its includir kind and of, any Contracthe Con | s officers, aging death, and nature, incinjury or alletor's operational | ents and employees from a<br>d against and from all suit<br>luding attorneys' fees to we<br>eged injury to person, inclions under this contract, on<br>the performance of operation | iny and all liability for dama<br>is and actions and all costs,<br>hich the Borough of Elmwo<br>luding death, or property, r<br>r by or in consequence of a | mwood Park, its elected officials, and ages for injury to person and property, damages and charges of whatsoever ood Park may be put for, or on account resulting from the performance of the any neglect or omission of the part of ether such operations, or the absence by the Contractor. |
|                  |   |   | ll hold the Borough of Elm<br>during the term of this con   | nwood Park harmless for da<br>atract.   | amages to the Contractor's  |
| Presider         | nt, Vice  | President or  | r Signature of Authorized   | Representative  |   |
| Print Na         | ame   |   |   |   |   |
| Title            |   |   |   |   |   |

#### **AMERICANS WITH DISABILITIES ACT**

# EQUAL OPPORTUNITY FOR INDIVIDUALS WITH DISABILITIES

The vendor and the Borough of Elmwood Park (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. S12.101 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 thereunto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the Owner pursuant to this contact, the vendor agrees that the performance shall be in strict compliance with the Act, In the event the vendor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the vendor shall defend the Owner in any action or administrative proceeding commenced pursuant to this Act. The vendor 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 vendor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other 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. 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 vendor 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 vendor 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 vendor 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 vendor pursuant to this contract will not relieve the vendor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the Owner pursuant to this paragraph.

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

| President, Vice President or Signature of Authorized Representative |      |
|---|------|
| Print Name  |      |
| Title   | Date |

# **VENDOR INFORMATION**

In order to assure that all future correspondence is directed to the correct address, assure proper ordering, expedite future payments, and in accord with I.R.S. regulations, the following information **must** be provided with this bid.

| Name of Business:   |        |
|---|--------|
| (Print)   |        |
| Name of Contact Person:                                   |        |
| (Print)   |        |
| Correspondence Address (including zip code):              |        |
|   | -      |
|   |        |
| Purchase Order Address for signature (including zip code) | ·<br>: |
|   | -      |
|   | -      |
|   | -      |
| Payment Address (including zip code):                     |        |
|   |        |
|   | -      |
|   |        |
| Telephone Number (including area code):                   |        |
| Fax Number (including area code):                         |        |
| E-Mail Address:   |        |
| Employer I.D. # or S.S. #:                                |        |
|   |        |

FAILURE TO PROVIDE ALL OF THE ABOVE INFORMATION MAY RESULT IN REJECTION OF THIS BID.

# PROPOSER'S AFFIDAVIT THIS AFFIDAVIT IS PART OF THE PROPOSAL

| State of   |   |     |
|--|---|-----|
| County of  |   |     |
| Į,   |   | _,  |
|  | (Print Name)  |     |
| certify that I am the  |   | _   |
|  | (Title)   |     |
| of the required documents; that I am dul<br>of the business entity; and that all of the<br>bid/proposal document are true and accu | d/proposal; that I have completed and signed and signed and substitution and statements contained in the declarations and statements contained in the trace to the best of my knowledge and belief. | ali |
| (Signature of Bidder)  | (Date)  |     |
| NOTARY:  |   |     |
| Subscribed and sworn to before me  |   |     |
| at   |   |     |
| thisday of   | 20  |     |
| (Notary Public)  |   |     |

Commission Expires:

# **DOCUMENT OWNERSHIP**

This document was prepared by the Borough of Elmwood Park (owner) and is provided on the Borough website at <a href="https://www.elmwoodparknj.us">www.elmwoodparknj.us</a>. This document is not to be reproduced for distribution to other vendors regardless of whether the vendor intends to charge, or not to charge, for said copy. Copies of this document are made available from the owner and there is no other agent authorized to distribute same.

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 any part or total of the interim or final work products, or make available to third parties, without the prior written consent of the owner.

Form AA302 Rev. 11/11

#### STATE OF NEW JERSEY

Division of Purchase & Property Contract Compliance Audit Unit EEO Monitoring Program

#### **EMPLOYEE INFORMATION REPORT**

IMPORTANT-READ INSTRUCTIONS CAREFULLY BEFORE COMPLETING FORM. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND TO SUBMIT THE REQUIRED \$150,00 FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT EEO-1 REPORT FOR SECTION B, ITEM 11. For Instructions on completing the form, go to: http://www.state.nj.us/treasury/contract\_compliance/pdf/aa302ins.pdf

|   |                                | 7,40           | ų.   | SE     | CTION A - CC                 | MPANY                                   | IDENT       | IFICATIO    | N  |             |                 |                                   |             |
|---|--------------------------------|----------------|--|--------|------------------------------|---|-------------|-------------|--|-------------|-----------------|-----------------------------------|-------------|
| 1. FID. NO. OR SOC  | IAL SECURI                     | TY 2           | 2. TYPE OF BUSINESS  1. MFG 2. SERVICE 3. WHOLESALE 4. RETAIL 5. OTHER |        |                              |   |             | LE 3. T     | 3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY |             |                 |                                   |             |
| 4. COMPANY NAM  | Е                              |                |  |        | (A) (A)                      |   |             | <u>.</u>    |  |             |                 |                                   | <u> </u>    |
| 5. STREET   |                                |                | CIT  | ΓY     |                              | COL                                     | NTY         | STA         | ATE  | ZIP C       | ODE             |                                   |             |
| 6. NAME OF PARE   | NT OR AFFIL                    | JATED C        | COMPANY (I   | FNON   | E, SO INDICATI               | Ξ)                                      | CIT         | Υ           | STA  | ATE .       | ZIP C           | ODE                               |             |
| 7. CHECK ONE: IS T  | тне сомра                      | NY: [          | □ SINGLE-  | ESTAE  | BLISHMENT EM                 | PLOYER                                  |             | □ м         | LTI-ESTA                                     | BLISHMENT   | EMPLOY          | ER                                | _           |
| 8. IF MULTI-ES'<br>9. TOTAL NUMBER<br>10. PUBLIC AGENO            | OF EMPLO                       | YEES AT        | <b>ESTABLISH</b>   |        | THE NUMBER WHICH HAS B       | EEN AWA                                 | RDED TI     |             |  | ATE .       | ZIP Co          | ODE                               | _           |
| Official Use Only   |                                | 1              | DATE RECEI   | VED    | INAUG.DATE                   |   | ASS         | SIGNED C    | ERTIFICAT                                    | TON NUMBI   | ER              |                                   | =           |
| 9 <del>4</del>  |                                |                |  |        |                              | 100000000000000000000000000000000000000 |             |             |  |             |                 |                                   | _           |
| 11. Report all perma<br>no employees in a par<br>AN EEO-1 REPORT. |                                |                |  |        |                              | AYROLL                                  | Enter the   | appropria   |  |             |                 |                                   |             |
|   | ALL EMPLO                      |                | Tava .   | ⊢      | PERA                         | AANENT A                                | MINORITY    | /NON-MIN    | ORITY EM                                     | PLOYEE BRE  | AKDOWN          |                                   |             |
| JOB<br>CATEGORIES   | COL. 1<br>TOTAL<br>(Cols.2 &3) | COL. 2<br>MALE | COL. 3<br>FEMALE   | BLAC   | ck Hispanic                  | AMER.                                   | ASIAN       | NON<br>MIN. | BLACK  | HISPANIC    | AMER.<br>INDIAN | ASIAN                             | NON<br>MIN. |
| Officials/ Managers   |                                |                |  |        |                              |   |             |             |  |             |                 |                                   |             |
| Professionals   |                                |                |  |        |                              |   |             |             |  |             |                 |                                   |             |
| Technicians   |                                |                |  | T      |                              |   |             |             |  |             |                 |                                   |             |
| Sales Workers   |                                |                |  |        |                              |   |             |             |  |             |                 |                                   |             |
| Office & Clerical   |                                |                |  |        |                              | 0                                       |             |             |  |             |                 |                                   |             |
| Craftworkers<br>(Skilled)   | 5                              |                |  | İ      |                              |   |             |             |  | ,           |                 |                                   |             |
| Operatives<br>(Semi-skilled)                                      |                                |                |  |        |                              |   |             |             |  |             |                 |                                   |             |
| Laborers<br>(Unskilled)   |                                |                |  |        |                              |   |             |             |  |             |                 |                                   |             |
| Service Workers   | ľ                              |                |  |        |                              |   |             |             |  |             |                 |                                   |             |
| TOTAL   | 7                              |                |  |        |                              |   | L           |             |  |             |                 |                                   |             |
| Total employment<br>From previous<br>Report (if any)              |                                |                |  |        |                              |   |             |             |  |             |                 |                                   |             |
| Temporary & Part-<br>Time Employees                               |                                | T              | he data belo   | w shal | l NOT be inclu               | ded in th                               | ne figure   | s for the   | appropria                                    | te categori | es above.       |                                   |             |
|   |                                |                |  |        |                              |   |             |             |  |             |                 |                                   | Į.          |
| 12. HOW WAS INFO  |                                | AS TO RA       |  |        | ROUP IN SECTION<br>(Specify) | ом в овт                                | 'AINED?     | Emplo       | HIS THE F<br>byee Inform<br>t Submitted      | ation       | REPO            | NO, DATE<br>RT SUBMI<br>D.  DAY Y | TTED        |
| 13. DATES OF PAY<br>From:   | ROLL PERI                      | OD USED        | To:  |        |                              |   |             | 1. YES      | 2. N   | гоГ         |                 |                                   |             |
| . <del>.</del>  |                                |                | SE   | CTION  | C - SIGNATURE                | AND IDEN                                | ITIFICATION | ON          |  | 1.00        |                 |                                   |             |
| 16. NAME OF PERSO   | ON COMPLE                      | TING FOI       | RM (Print or T   | ype)   | SIGN                         | ATURE                                   |             | TIT         | LE   |             | DATE            |                                   | YEAR        |
| 17. ADDRESS NO.   | & STREET                       |                | CITY   | - 1    | COU                          | NTY                                     | STA         | ATE ZI      | P CODE                                       | PHONE (ARI  | EA CODE,        | NO.,EXTE                          | NSION)      |