

BOROUGH OF ELMWOOD PARK REQUEST FOR QUALIFICATIONS AND PROPOSAL FOR MUNICIPAL PLANNER

Date Issued: May 21, 2019

Return Date & Time: June 5, 2019, 11:00AM

Return To: Municipal Clerk's Office
Borough of Elmwood Park
182 Market Street
Elmwood Park, NJ 07407

REQUEST FOR PROPOSAL FOR THE POSITION OF MUNICIPAL PLANNER FOR THE BOROUGH OF ELMWOOD PARK FOR THE TIME PERIOD JUNE 6, 2019 THROUGH DECEMBER 31, 2019

The Borough of Elmwood Park is soliciting proposals for the position of **Municipal Planner** to provide professional services to the Borough on all aspects of municipal zoning and planning. The Planning Board/Board of Adjustment/Mayor and Council will select one or more professionals for these positions 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/Board of Adjustment/Mayor and Council to secure such services through a fair and open process. In order to have a proposal considered by the Planning Board/Board of Adjustment/Mayor and Council, an interested party must provide evidence that he/she satisfies the minimum requirements for this position, 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 PROPOSAL section of the Borough's web site.

SECTION I Appointment of Municipal Planner

One **Planner** or firm shall be appointed by the Planning Board/Board of Adjustment/Mayor and Council to serve as the official **Borough Planner** and other planners or firms may be appointed by the Planning Board/Board of Adjustment/Mayor and Council, for a term of one (1) year, to perform services for the Borough of Elmwood Park including but not limited to the performance of general municipal planning needs of the Borough of Elmwood Park. The Planning Board/Board of Adjustment/Mayor and Council reserve the right to appoint an individual person or firm to as many of the three Boards as it deems appropriate or to appoint an individual person or firm to each of the three Boards.

The Planning Board/Board of Adjustment/Mayor and Council 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/Board of Adjustment/Mayor and Council, which consent may be withheld in their sole discretion.

SECTION II Scope of Services

The Planner(s) (and other planners, if any) shall perform the following minimum duties as well as those prescribed by applicable law, subject to the review and approval of the Boards:

- A. Individual/firm will perform such duties as are prescribed by general law and ordinance;
- B. Provide planning services as requested by the Boards as required under the Municipal Land Use Law and the Ordinances of the Borough of Elmwood Park;
- C. Attend regular meetings, special meeting, and executive session as requested by the Mayor or Council and/or the Boards.

SECTION III Minimum Qualifications and Response Requirements

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

A. Minimum Qualifications

- 1. The individual/firm is New Jersey licensed with at least ten (10) years of experience in all aspects of municipal zoning and planning;
- 2. The individual/firm has extensively worked with, and possesses knowledge of, the New Jersey Municipal Land Use Law, redevelopment zones, historic preservation, COAH requirements and regulations, and consulting with respect to drafting and revising Master Plans;
- 3. The individuals primarily assigned shall have at least five (5) years' experience as a municipal planning or zoning board planner;
- 4. The individual/firm has sufficient staff to satisfy the scope of service described in this request; and
- 5. The individual/firm is in good standing within 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; said proposal must contain fully executed originals and copies all pages in this Request for Proposal;
- 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. The number of years your 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 Boards, along with a summary of the post high school education and licenses held by each such person;
6. Number of years each planner in the firm submitting this proposal has provided representation to municipal entities in the State of New Jersey;
7. A description of the services that will be provided to the Boards, in addition to those set forth in Section II above;
8. A copy or description of the professional liability insurance policy maintained by the firm for the proposed calendar year;
9. A statement and listing of professional service fees that the individual/firm would offer to the Boards;
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; and
13. Confirmation of the appropriate federal and state licenses to perform activities;
14. Numbered responses to Section III using its sequential order; and
15. The applicant shall provide the Borough of Elmwood Park with an original and two (2) copies of its proposal.

SECTION IV Basis of Award of Professional Services Contract

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

- A. Documented evidence that the firm fulfills all of the Minimum Qualifications as listed in Section III 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 Boards, 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 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 proposer document a record of reliability of timely delivery of deliverables?
3. Does the proposer document municipal/State experience?
4. Does the proposer document its availability to attend all scheduled/required public and special meetings?
5. To what extent does the proposer 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 vendor make use of business capabilities or initiatives that involve women, the disadvantaged, small and/or minority owned business establishments?
9. Does the proposer 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. Full Explanation – 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 proposer 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 INITIAL 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 Indemnification, Defense and 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 ACKNOWLEDGES THE ABOVE LISTED REQUIREMENTS.

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:

Is the proposer or a member of the proposer’s immediate family, or anyone having an interest in the proposer’s business organization including their immediate family members, an officer or employee of the Borough of Elmwood Park?

NO _____ YES _____

* President, Vice President or Signature of Authorized Representative

Print Name

Title

If yes, provide the name of the individual and identify the position held, below, and notify in writing, prior to the proposal opening date, to the Borough Administrator, Borough of Elmwood Park, 182 Market St., Elmwood Park, New Jersey 07407. (Kindly attach a copy of the correspondence to this form).

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 of _____, of full age, being duly sworn according to law on my oath depose and say that:

I am _____, of the firm of _____ the
(Title) (Company Name)

proposer making this Proposal for the above named project, and that I executed the said Proposal with full authority to do so; that said proposer has not, directly or indirectly, entered into an agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive action 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 State of New Jersey, County of Passaic, and the Borough of Elmwood Park 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 fully 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

(Company Name)

* President, Vice President or Signature of Authorized Representative

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 ten calendar (10) days 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 PHOTOCOPY OF THEIR FEDERAL LETTER OF AFFIRMATIVE ACTION PLAN APPROVAL.**
OR
2. **A PHOTOCOPY OF THEIR CERTIFICATE OF EMPLOYEE INFORMATION REPORT.**
OR
3. **A COMPLETED AFFIRMATIVE ACTION EMPLOYEE INFORMATION REPORT (AA302). FORM MAY BE OBTAINED FROM 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 www.state.nj.us/treasury/contract_compliance)

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 _____ Date _____

Address _____ / _____ / _____ / _____ Street
City State Zip Code

Telephone # _____ Fax # _____ e-mail address _____

CHECK TYPE OF BUSINESS ENTITY:

	Date Incorporated	Where Incorporated	
Corporation	_____	_____	Limited Partnership _____
Limited Liability Corporation	_____	_____	Limited Liability Partnership _____
Subchapter S Corporation	_____	_____	Sole Proprietorship _____
			Partnership _____

Listed below are the names and address of all stockholders or individuals who own ten (10) percent or more of its stock of any class(es), or who own ten (10) percent or greater interest therein.

Name Address

Name Address

Name Address

If more space is required, continue listing on a separate page and include with bid submittal.

If no stockholder or partner owns ten percent (10%) or more of the business submitting the bid, please sign and date this form. I certify that no stockholder or partner owns ten percent (10%) or more of the business submitting this bid:

President, Vice President or Signature of Authorized Representative _____ Date _____

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

INDEMNIFICATION, DEFENSE, & HOLD-HARMLESS AGREEMENT

BETWEEN: The Borough of Elmwood Park
182 Market Street
Elmwood Park, New Jersey 07407

AND

Vendor's Name

Address – not a post office box

_____/_____/_____
Telephone Number Fax Number e-mail address

It is understood and agreed the Contractor is:

1. INDEPENDENT CONTRACT: It is understood and agreed that the CONTRACTOR and the CONTRACTOR'S professionals, employees, agents, volunteers and each of their respective subcontractors are not employees of the Borough of Elmwood Park.

2. INDEMNIFICATION, DEFENSE, & HOLD-HARMLESS

A. Claims Arising Out of the Contractor's Performance: The CONTRACTOR agrees to and shall defend, indemnify, and hold harmless the Borough of Elmwood Park ("Borough") and the Borough's boards, subdivisions, departments, offices, organizational units (including the Borough's Planning Board and Zoning Board of Adjustment), the Borough's elected and/or appointed officials (whether sued individually and/or in their official capacities), the Borough's elected and/or officers (whether sued individually and/or in their official capacities) and each of the Borough's employees and agents and/or volunteers (whether sued individually and/or in their official capacities) (hereinafter each collectively referred to as the "GOVERNMENT UNIT") for, from and against any and all actions, causes, cause of actions, claims, counterclaims, third-party claims, charges, demands, damages, liability, suits, losses and costs of whatever kind and nature, including for attorneys' fees and costs of suit, for which the GOVERNMENT UNIT may be put for, or on account of, any injury to person and/or property, including for death or loss of business income or use, whether actual or alleged, which in any way allegedly relates to or actually arises out of, the performance of services and operations under this contract by the CONTRACTOR and/or the CONTRACTOR'S professionals, employees, agents, volunteers and/or their subcontractors. It is the PARTIES express intent and understanding that the CONTRACTOR'S obligations to indemnify, defend and hold harmless the GOVERNMENT UNIT shall include any and all such claims, counterclaims, third-party claims, demands, damages, suits, losses, and costs, for which the GOVERNMENT UNIT may be put, due in whole or in part to CONTRACTOR'S (and/or CONTRACTOR'S professionals, employees, agents, volunteers and/or their subcontractors) actual or alleged: **(i)** negligence, gross negligence, malpractice, intentional/willful acts and/or omissions; **(ii)** violations of any civil rights secured by the United States Constitution; **(iii)** violations of any civil rights secured by Constitution of the State of New Jersey; **(iv)** violations of the Americans with Disabilities Act (ADA) contained in Title 42 of the United States Code; **(v)** violations of 42 U.S.C. § 1981; **(vi)** violations 42 U.S.C. §1983; **(vii)** violations of the New Jersey Civil Rights Act, N.J.S.A. 10:6-1 et seq.; **(viii)** violations of the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1 et seq.; and/or **(ix)** breach of any other applicable State and Federal laws, statutes, and regulations.

B. Third-Party Claims and Suits Not Arising Out of the Contractor's Performance: The CONTRACTOR agrees to and shall defend, indemnify, and hold harmless the Borough of Elmwood Park ("Borough") and the Borough's boards, subdivisions, departments, offices, organizational units (including the Borough's Planning Board and Zoning Board of Adjustment), the Borough's elected and/or appointed officials (whether sued individually and/or in their official capacities), the Borough's elected and/or officers (whether sued individually and/or in their official capacities) and each of the Borough's employees and agents and/or volunteers (whether sued individually and/or in their official capacities) (hereinafter each collectively referred to as the "GOVERNMENT UNIT") for, from and against any and all actions, causes, cause of actions,

claims, counterclaims, third-party claims, charges, demands, damages, liability, suits, losses and costs of whatever kind and nature, including for attorneys' fees and costs of suit, for any injury to person and/or property, including for death or loss of business income or use, whether actual or alleged, that do not arise out the performance of services and operations under this contract by the CONTRACTOR and/or the CONTRACTOR'S professionals, employees, agents, volunteers and/or their subcontractors, for which the GOVERNMENT UNIT may be put, due in whole or in part to the actual or alleged negligence, gross negligence, malpractice, and/or willful misconduct of the CONTRACTOR and/or the CONTRACTOR'S employees, agents, subcontractors, interns, and/or volunteers. It is the PARTIES express intent and understanding that the CONTRACTOR'S obligations to indemnify, defend and hold harmless the GOVERNMENT UNIT shall include any and all such claims, counterclaims, third-party claims, demands, damages, suits, losses, and costs, for which the GOVERNMENT UNIT may be put, due in whole or in part to the CONTRACTOR'S (and/or CONTRACTOR'S professionals, employees, agents, volunteers and/or their subcontractors) actual or alleged: (i) negligence, gross negligence, malpractice, intentional/willful acts and/or omissions; (ii) violations of any civil rights secured by the United States Constitution; (iii) violations of any civil rights secured by Constitution of the State of New Jersey; (iv) violations of the Americans with Disabilities Act (ADA) contained in Title 42 of the United States Code; (v) violations of 42 U.S.C. § 1981; (vi) violations 42 U.S.C. §1983; (vii) violations of the New Jersey Civil Rights Act, N.J.S.A. 10:6-1 et seq.; (viii) violations of the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1 et seq.; and/or (ix) violation/breach of any other applicable State and Federal laws, statutes, and regulations.

C. Continuing Duty to Defend, Indemnify and Hold-Harmless: The CONTRACTOR shall indemnify, defend, and hold harmless the GOVERNMENT UNIT as listed in sections 2(A)-(B) above even for the GOVERNMENT UNIT'S own actual or alleged negligence, gross negligence, willful misconduct or other actual or alleged violations of law up to and until such time as a trier of fact, be it a judge, jury, or binding arbiter, determines that all such claims, counterclaims, third-party claims, demands, damages, and losses were caused by the GOVERNMENT UNIT's e sole and complete negligence, gross negligence, willful misconduct, or other violation(s) of law.

D. Equipment: The CONTRACTOR shall further hold harmless the GOVERNMENT UNIT for damages to the equipment owned or leased by CONTRACTOR and/or the CONTRACTOR'S professionals, employees, agents, volunteers and/or their subcontractors.

E. Indemnification for Failure to Pay Employees: Borough of Elmwood Park ("Borough") and the Borough's boards, subdivisions, departments, offices, organizational units (including the Borough's Planning Board and Zoning Board of Adjustment), the Borough's elected and/or appointed officials (whether sued individually and/or in their official capacities), the Borough's elected and/or officers (whether sued individually and/or in their official capacities) and each of the Borough's employees and agents and/or volunteers (whether sued individually and/or in their official capacities) (hereinafter each collectively referred to as the "GOVERNMENT UNIT") for, from and against any and all claims, demands, damages or losses to which the GOVERNMENT UNIT may be put by reason of the CONTRACTOR'S failure to pay its professionals, employees, workers, agents, internes, volunteers, suppliers and each of their respective subcontractors for services, equipment, products, labor, or materials provided to the GOVERNMENT UNIT under this contract.

F. Right to Monitor: The Borough shall have the right to monitor and actively participate in the defense of any and all claims against the GOVERNMENT UNIT, at its own expense, if, in its sole discretion, it chooses to do so. The CONTRACTOR shall provide the Borough with notice and a full copy of any claims received by the CONTRACTOR within three (3) business days upon CONTRACTOR'S receipt of any such claims.

G. Waiver of Legal Fees and Claim Settlement Costs: (i) The CONTRACTOR agrees that no legal fees, litigation costs, court costs, settlement, travel, expert testimony, or any other costs incurred by CONTRACTOR associated with any claims or demands brought against the CONTRACTOR regardless of nature (e.g., third-party claims, private citizen claims, employee claims, service providers claims, program participant claims, etc.) shall be reimbursed by the GOVERNMENT UNIT, including but not limited to, for claims brought against the CONTRACTOR for negligence, gross negligence, willful wanton misconduct, for violations of constitutions of the United States and/or the State of New Jersey, 42 U.S.C. §1981, 42 U.S.C. §1983, 42 U.S.C. §1988, the Americans with Disabilities Act (ADA) contained in Title 42 of the United States Code, N.J.S.A. 10:6-1 et seq., N.J.S.A. 10:5-1 et seq. (ii) The CONTRACTOR hereby waives and shall not demand or assert any claims, for reimbursement of legal fees, attorneys' fees, litigation costs, costs of suit, litigation expenses, and/or settlement sums against the GOVERNMENT UNIT. (iii) The CONTRACTOR shall not pass through any costs associated with any litigation, including any class action suits and claim settlements. Any and all legal expenses for

claims/settlements allegedly or actually arising out of the CONTRACTOR and/or the CONTRACTOR'S subcontractor's actions shall be borne solely by the CONTRACTOR. (iv) If, in the unlikely event litigation results directly from the negligent acts of the GOVERNMENT UNIT, then the Borough will have an open and fair discussion on assigning costs which could be Passed Through.

4. INSURANCE:

A. Professional Liability Insurance. The CONTRACTOR shall have professional liability insurance with minimum limits of \$1,000,000 per occurrence and \$3,000,000 in the aggregate. The professional liability policy must cover the CONTRACTOR, its employees, and unless the subcontractors have their own professional liability insurance, the CONTRACTOR'S subcontractors. If the CONTRACTOR'S policy coverage is provided on a "claims made" basis, then the CONTRACTOR shall provide coverage for a "tail" period of three (3) years following the expiration or termination of this contract. If the CONTRACTOR uses subcontractors who are contractually responsible for their own professional liability insurance, such policies shall meet the minimum requirements as described above. This requirement also applies to all subcontractors of any tier.

B. Commercial General Liability Insurance. The CONTRACTOR shall have general liability insurance coverage in the commercial general liability form including blanket contractual coverage with minimum limits of \$1,000,000 per occurrence and \$3,000,000 in the aggregate. The general liability policy must cover the CONTRACTOR, its employees, and, unless the subcontractors have their own commercial general liability insurance, the CONTRACTOR'S subcontractors. If the CONTRACTOR'S policy coverage is provided on a "claims made" basis, then the CONTRACTOR shall provide coverage for a "tail" period of three (3) years following expiration or termination of this contract. (i) If the CONTRACTOR uses subcontractors who are contractually responsible for their own commercial general liability insurance, such policies shall meet the minimum requirements as described above. This requirement also applies to subcontractors of any tier. (ii) All commercial general liability policies shall name the Borough of Elmwood Park ("Borough") and the Borough's boards, subdivisions, departments, offices, organizational units (including the Borough's Planning Board and Zoning Board of Adjustment), the Borough's elected and/or appointed officials (whether sued individually and/or in their official capacities), the Borough's elected and/or officers (whether sued individually and/or in their official capacities) and the Borough's employees and agents and/or volunteers (whether sued individually and/or in their official capacities) as additional insureds.

C. Workers' Compensation and Employers' Liability Insurance. The CONTRACTOR and its subcontractors shall have workers' compensation coverage in the minimum amounts required by New Jersey Law and employers' liability insurance of at least \$1,000,000. Other than the pro-rata cost of workers' compensation and employers' liability coverage charged by the CONTRACTOR apportioned to this contract, the Borough shall not incur any costs associated with workers' compensation and employers' liability, including for claims, lost time, settlements, attorneys' fees, modified duty or litigation or travel. The Borough shall not be financially responsible for the subcontractors' workers' compensation and employers' liability policies. The cost of the subcontractors' insurance policies will not be invoiced to the Borough as a Pass-Through cost.

D. Umbrella. The CONTRACTOR shall have umbrella insurance coverage with a \$5,000,000 per incident and shall be in excess of the commercial general liability. The umbrella policy must cover the CONTRACTOR, its employees, agents, interns and volunteers, and, unless the subcontractors have their own umbrella insurance, the CONTRACTOR'S subcontractors. The umbrella policy of insurance shall follow the form of the CONTRACTOR'S Commercial General Liability Insurance policy, such that the Borough of Elmwood Park ("Borough") and the Borough's boards, subdivisions, departments, offices, organizational units (including the Borough's Planning Board and Zoning Board of Adjustment), the Borough's elected and/or appointed officials (whether sued individually and/or in their official capacities), the Borough's elected and/or officers (whether sued individually and/or in their official capacities) and the Borough's employees and agents and/or volunteers (whether sued individually and/or in their official capacities) are named as additional insureds.

E. Certificate of Insurance. The CONTRACTOR must provide certificates of insurance for all required policies within five (5) days of being awarded the contract. The required policies must be in effect from the first day of the contract (including on-site Start-Up activities) and run continuously throughout the term of the contract and during any renewal or extension periods. The three (3) year "tail" period of the professional liability coverage and commercial general liability coverage must be verified by the insurer. The CONTRACTOR and/or its insurer shall be required to provide the Borough within thirty (30) days written notice of any cancellation or non-renewal of a policy or substantive change in policy coverage.

The Borough, in its sole discretion, may terminate this contract with the CONTRACTOR in the event such notification is not provided or the required insurance coverage is not provided.

F. CGL Additional Insured Endorsement. (i) All commercial general liability policies shall name as additional insured the Borough of Elmwood Park (“Borough”) and the Borough’s boards, subdivisions, departments, offices, organizational units (including the Borough’s Planning Board and Zoning Board of Adjustment), the Borough’s elected and/or appointed officials (whether sued individually and/or in their official capacities), the Borough’s elected and/or officers (whether sued individually and/or in their official capacities) and the Borough’s employees and agents and/or volunteers (whether sued individually and/or in their official capacities) as additional insureds. (ii) The CONTRACTOR must provide certified copies of all commercial general liability policy endorsements naming the Borough and the Borough’s boards, subdivisions, departments, offices, organizational units (including the Borough’s Planning Board and Zoning Board of Adjustment), the Borough’s elected and/or appointed officials, the Borough’s elected and/or officers, and the Borough’s employees and agents and/or volunteers as additional insureds before commencing work on the contract. No substitute shall be permitted in lieu of providing an additional insured endorsement.

G. Insurance Modifications. The Borough reserves the right to waive or modify the above insurance requirements, if appropriate. No oral waivers will be permitted. All such waivers or modifications must be made in writing signed by the Borough’s authorized representative.

President, Vice President or Signature of Authorized Representative

Print Name

Title

Date

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 thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the Owner pursuant to this contract, 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):

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 _____

I, _____,
(Print Name)

certify that I am the _____
(Title)

of the business entity submitting this bid/proposal; that I have completed and signed all of the required documents; that I am duly authorized to sign the bid/proposal on behalf of the business entity; and that all of the declarations and statements contained in the bid/proposal document are true and accurate to the best of my knowledge and belief.

_____/_____
(Signature of Bidder) (Date)

NOTARY:

Subscribed and sworn to before me at

(Address)

This _____ day 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 www.elmwoodparknj.us. 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.

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

SECTION A - COMPANY IDENTIFICATION

1. FID. NO. OR SOCIAL SECURITY	2. TYPE OF BUSINESS <input type="checkbox"/> 1. MFG <input type="checkbox"/> 2. SERVICE <input type="checkbox"/> 3. WHOLESALE <input type="checkbox"/> 4. RETAIL <input type="checkbox"/> 5. OTHER	3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY
4. COMPANY NAME		
5. STREET	CITY	COUNTY STATE ZIP CODE
6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE)		CITY STATE ZIP CODE
7. CHECK ONE: IS THE COMPANY: <input type="checkbox"/> SINGLE-ESTABLISHMENT EMPLOYER <input type="checkbox"/> MULTI-ESTABLISHMENT EMPLOYER		
8. IF MULTI-ESTABLISHMENT EMPLOYER STATE THE NUMBER OF ESTABLISHMENTS IN NJ		
9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT		
10. PUBLIC AGENCY AWARDED CONTRACT		CITY COUNTY STATE ZIP CODE

Official Use Only	DATE RECEIVED	INAUG. DATE	ASSIGNED CERTIFICATION NUMBER

SECTION B - EMPLOYMENT DATA

11. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures on all lines and in all columns. Where there are no employees in a particular category, enter a zero. Include ALL employees, not just those in minority/non-minority categories, in columns 1, 2, & 3. *DO NOT SUBMIT AN EEO-1 REPORT.*

JOB CATEGORIES	ALL EMPLOYEES			PERMANENT MINORITY/NON-MINORITY EMPLOYEE BREAKDOWN										
	COL. 1 TOTAL (Cols. 2 & 3)	COL. 2 MALE	COL. 3 FEMALE	MALE					FEMALE					
				BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.	BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.	
Officials/ Managers														
Professionals														
Technicians														
Sales Workers														
Office & Clerical														
Craftworkers (Skilled)														
Operatives (Semi-skilled)														
Laborers (Unskilled)														
Service Workers														
TOTAL														
Total employment From previous Report (if any)														
Temporary & Part-Time Employees	The data below shall NOT be included in the figures for the appropriate categories above.													

12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED? <input type="checkbox"/> 1. Visual Survey <input type="checkbox"/> 2. Employment Record <input type="checkbox"/> 3. Other (Specify)	14. IS THIS THE FIRST Employee Information Report Submitted? 1. YES <input type="checkbox"/> 2. NO <input type="checkbox"/>	15. IF NO, DATE LAST REPORT SUBMITTED MO. DAY YEAR
13. DATES OF PAYROLL PERIOD USED From: To:		

SECTION C - SIGNATURE AND IDENTIFICATION

16. NAME OF PERSON COMPLETING FORM (Print or Type)	SIGNATURE	TITLE	DATE MO DAY YEAR
17. ADDRESS NO. & STREET	CITY	COUNTY	STATE ZIP CODE PHONE (AREA CODE, NO., EXTENSION)