

**REQUEST FOR PROPOSAL
STATE-APPROVED TAX MAP**

**CITY OF UNION CITY
HUDSON COUNTY, NJ**

1.0 INTRODUCTION

The City of Union City, Hudson County, New Jersey (hereinafter referred to as the “City”), is soliciting proposals from an experienced and qualified NJ Certified Licensed Surveying Firm to provide Professional Land Surveying services for the development of a new, New Jersey certified Tax Map.

This request for proposal (RFP) document sets forth applicable administrative requirements, a scope of services, proposal requirements, general conditions and guidelines to be responsible for providing for the preparation of the new maps, hereinafter referred to as the “Contractor.”

Notwithstanding the issuance of this RFP, the services requested herein constitute a professional service under the Local Public Contracts Law. As such, the City reserves the right to award a contract to the vendor whose proposal the City determines to be in its best interest, price and other factors considered. The City also reserves the right to not award a contract for any reason.

2.0 ADMINISTRATIVE CONDITIONS & REQUIREMENTS

The following items express the purchasing requirements of this RFP. Combined with the other RFP sections of this proposal, it will apply to the RFP process and requirements. Any proposed change, modification, or exception to these conditions and requirements may be a basis for the City to determine the proposal as non-responsive and may be a factor for rejection. The contents of the successful Respondent’s proposal, as accepted by the City will become part of any contract awarded.

2.1 Proposal Submission Information

Submission Date & Time: February 4, 2020 at 11 AM
One (1) original and one (1) bound copy of the proposal must be submitted.

Submission Address: Union City Hall
3715 Palisade Avenue
Union City, New Jersey 07087
Attn: Erin Knoedler, City Clerk

Please clearly mark the submittal package with the title of this RFP and the name of the responding firm. The original proposal shall be marked “Original” to distinguish it from the copies. This is not a bid and no public reading of the proposal will be held.

Only those RFP responses received before the submission date and time specified will be considered. Responses forwarded to the City before the submission date and time specified above may be withdrawn upon written application of the Respondent. The request must provide evidence showing that the individual is or represents the principal or principals responsible for the submitted proposal. After the submission date and time specified above, responses that have been collected by the City must remain firm for a period of sixty (60) days.

2.2 City Representative

The successful respondent will be required to coordinate its work with the City's representative who will be using the deliverables of this project in current and subsequent work.

2.3 Reference Specifications

The State of New Jersey, Department of Treasury, Division of Taxation publication entitled, "Tax Maps – Regulations and Standards – June 2008," or the latest revisions thereto, shall be considered as an integral part of this project. In cases of conflicts in these specifications affecting State Certification, the State regulations shall prevail. Any deviations from the above referenced specifications must be mutually agreed upon by the Division of Taxation, the City, and the Respondent.

The validity and interpretation of each clause and/or part thereof of the referenced specifications, this document, and of any resulting contract document shall be governed by the laws of the State of New Jersey.

2.4 Quantities of Estimate

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

2.5 Proposal Cost Form

For simplicity, the RFP contains a costing sheet. All blank spaces in the Proposal Cost Form must be filled in ink or by typewriter, and no change shall be made in the wording or of the items contained therein. If any changes are made, that shall be cause for the City to reject any proposal, in the City's discretion depending upon the significance of the change. All erasures, interpolations, or other physical changes in the Proposal Cost Form shall be signed or initialed by the Respondent.

Subject to the City's right to correct a Respondent's mathematical totals, a discrepancy between the word and numeral for a particular item will be resolved in favor of the word (if applicable). In the event of error in extension of unit prices bid multiplied by quantities, the

unit price bid shall be held, and the City will make the correct extension and insert the corrected total. This corrected total shall be that which is considered in the overall proposal evaluation (see Appendix A).

The Proposal Cost Form of an individual must be signed by an individual authorized to bind the entity or individual submitting the proposal.

Prices contained in the proposal are firm for the duration of the Contract.

2.6 Cost Liability & Additional Costs

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

Respondents will assume responsibility for all costs not stated in their proposals. All hourly rates either stated in the proposal or used as a basis for its pricing are required to be all inclusive. Additional charges for indirect costs, fees, postage, licensing, commissions, taxes, travel, subsistence, report preparation, administrative tasks, administrative and clerical support, overhead, etc., shall **not** to be billed and **will not be paid.**

2.7 Ownership of Material

The City shall retain all of its right, title and interest in and to any and all documents and property furnished by the City to the Contractor, for the purpose of assisting the Contractor in the performance of this or any resulting contract. All such items shall be returned immediately to the City at the expiration or termination of the work or completion of any related services, pursuant thereto, whichever comes first. None of such documents and/or property shall be disclosed to others or used by the Contractor or permitted by the Contractor to be used by third parties at any time except in the performance of the resulting contract without the written consent of the City.

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

2.8 Statutory & Other Requirements

The following provisions shall be applicable to this RFP and be made part of the Respondent's response.

2.8.1 Business Registration Certificate

On June 28, 2004, Governor James E. McGreevey signed a bill into law (Laws of 2004 – S-1778) which expands the NJ State Business Registration to local and county governments.

Effective September 1, 2004, all companies who desire to enter into a contract with a county or municipality must register and obtain a “Business Registration Certificate” issued by the NJ Department of Treasury, Division of Revenue. The law defines a “Business Organization” as individual, partnership, association, joint stock company, trust, corporation or other legal business entity or successor thereof.

Under the bill, there are no exceptions for any vendors providing goods or services, professionals, contractors, or subcontractors to provide a copy of their business registration in response to a proposal solicitation at the time a proposal is submitted or before the issuance of a purchase order or other contracting document. Non-compliance when submitting any bid or RFP will be subject to audit comment, recommendation and corrective action. It shall be the Respondent’s responsibility to inform their subcontractors of this requirement.

2.8.2 Certificate of Authorization (COA)

The respondent’s proposal shall include either a copy of their COA (if applicable) or a statement identifying that the COA requirement is not applicable.

Any corporation (except a professional service corporation established pursuant to the Professional Service Corporation Act, N.J.S.A. 14A:17 et seq.), offering or providing professional engineering and/or land surveying services in the State of New Jersey must obtain a Certificate of Authorization (COA) from the State Board of Professional Engineers and Land Surveyors to perform these functions. Once your COA application has been approved, you will be issued a Certificate Number, and that certificate number must also be indicated in your Title Block. Any corporation offering or providing said services without the requisite COA is in violation of N.J.S.A. 45:8-56.

2.8.3 Insurance and Indemnification

The Contractor shall obtain and maintain during the life of the Contract the following Insurance requirements. Evidence of insurance shall be provided as a condition of award of contract.

Worker’s Compensation and Employer’s Liability Insurance.

This insurance shall be maintained in force during the life of this contract by the respondent covering all employees engaged in performance of this contract in accordance with the applicable statute. Minimum Employer’s Liability \$500,000.

Professional Liability Insurance/Errors and Omissions.

This insurance shall have limits of not less than \$1,000,000 per claim and \$2,000,000 aggregate for claims arising out of Professional Services provisions under this Contract. Upon termination of the Contract, the Contractor shall present evidence of an extended reporting period to provide coverage for claims for a period of six (6) years from the date of termination.

General Liability Insurance

This insurance shall have limits of not less than \$1,000,000 any one person and \$1,000,000 any one accident for bodily injury and \$1,000,000 aggregate for property damage, and shall be maintained in force during the life of this contract by the respondent.

Automobile Liability Insurance

This insurance covering the respondent for claims arising from owned, hired and non-owned vehicles with limits of not less than \$500,000 any one person and \$500,000 any one accident for bodily injury and \$500,000 each accident for property damage, shall be maintained in force during the life of this contract by the respondent.

Certificate of the Required Insurance

Certificates as listed above shall be submitted along with the contract as evidence covering Comprehensive General Liability, Comprehensive Automobile Liability, and where applicable, necessary Worker's Compensation and Employer's Liability Insurance. Such coverage shall be with acceptable insurance companies operating on an admitted basis in the State of New Jersey and shall name the City and Civil Solutions as an additional insured. The City of Union City shall be named as an additional insured on all policies.

Indemnification

The successful respondent will indemnify and hold harmless the City from all claims, suits or actions and damages or costs of every name and description to which the City may be subjected or put by reason of injury to the person or property of another, or the property of the City, resulting from any or all acts or omissions on the part of the respondent, the respondent's agents, servants or subcontractors in the delivery of materials and supplies, or in the performance of the work under this agreement.

2.8.4 Mandatory Affirmative Action Certification

No firm may be issued a contract unless it complies with the Affirmative Action requirements of P.L. 1975, C.127. The Successful Respondent must submit, within seven (7) days after the receipt of the notice of intent to award the contract or the receipt of the contract, one of the following:

1. A photocopy of a valid letter for an approved Federal Affirmative Action Plan (good for one (1) year from the date of the letter) or,
2. A photocopy of an approved Certificate of Employee Information Report, or
3. If the respondent has none of the above, the public agency is required to provide the vendor with an initial Affirmative Action Employee Information Report (AA-302)

2.8.5 Stockholder Disclosure

Chapter 33 of the Public Laws of 1977 provides that no corporation or partnership shall be awarded any contract for the performance of any work of the furnishing of any materials of supplies, unless, prior to the receipt of the proposal or accompanying the proposal of said corporation or partnership, there is submitted a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own ten (10) percent of more of its stock of any class, or of all individual partners in the partnership who own a ten (10) percent or greater interest therein. The Respondent is required to complete and submit the disclosure that is included in this RFP (see Appendix B).

2.8.6 Non-Collusion Affidavit

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

2.8.7 Debarred, Suspended and Disqualified Bidder Provision

The Respondent shall submit with its RFP response a sworn statement, which is part of this RFP (see Appendix B), signed by an officer or partner of the respondent's firm, indicating whether or not the Respondent is, at the time of the proposal, included on the State Treasurer's List of Debarred, Suspended, or Disqualified Bidders.

2.9 Subcontractors

The City will consider the successful respondent identified as the prime contractor to be the sole point of contact with regard to contract matters. The prime contractor will be required to assume sole responsibility for delivery of all services.

The prime contractor will not be permitted to substitute for Subcontractors, which are shown on the list submitted with the RFP response, without first obtaining prior written approval from the City.

All mapping work must be executed within the United States of America, no overseas or out of country firms, consultants or subcontractors are permitted.

2.10 Compliance with Laws

The Contractor shall provide the City with professional land surveying services in all aspects of the work to which the resulting contract applies. Any agreement entered into between the successful respondent and the City must be in accordance with and subject to compliance by both parties with the Local Public Contracts Law of NJ and the specific provisions of N.J.S.A. 40A:11-5(a) pertaining to professional services. The successful respondent must agree to comply with the non-discrimination and all other laws and regulations applicable to the performance of services thereunder. The successful respondent will be required to sign and acknowledge such certificates as may be required by this section.

2.11 Multiple Bids Not Allowed

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

2.12 Proposals to Remain Subject to Acceptance

RFP responses shall remain open for a period of sixty (60) calendar days from the stated submittal date. The City will either award the contract within the applicable time period, reject the proposals or extend the time frame to award the contract.

The City may extend the decision to award or reject all proposals beyond the sixty (60) calendar days when the proposers consent to such extension.

2.13 Unbalanced Bidding

It is the intention of the Proposal Cost Form contained in this RFP to permit respondents to propose a fair price to furnish the various professional work outlined in this proposal. It is also the intention of the proposal cost form to allow the City to not sustain a cost for labor and materials above a fair price. Any proposal which in the opinion of the City is unbalanced, may be rejected.

2.14 Unsatisfactory Past Performance

Proposals received from respondents who have previously failed to complete contract within the time scheduled, or who have performed prior work for the City in an unacceptable manner, may be rejected.

2.15 Availability of Funds

Pursuant to statutory requirements, any contract resulting from this RFP shall be subject to the availability and appropriation of sufficient funds by the Governing Body. Continuation of the terms of this contract beyond the fiscal year is contingent upon availability of funds in the following year's budget. In the event of unavailability of such funds, the City reserves the right to cancel this contract.

2.16 Rejection of Proposals

The City reserves the right to reject any or all proposals, or to reject any proposals if the evidence submitted by, or investigation of such respondent fails to satisfy the City that such respondent is properly qualified to carry out the obligations of this RFP and to complete the work contemplated therein, or for any reason permitted by law.

Proposals that are incomplete, conditional, or obscure, or which contain additions not called for, erasures, alteration, or irregularities of any kind, may be rejected as non-responsive. The City reserves the right to waive any informality in this RFP.

2.17 Failure to Enter Contract

Should the successful respondent fail to enter into a contract within fourteen (14) days of the award (Sundays and holidays excepted), the City may then, at its option, accept the proposal of another respondent and seek damages for the difference between the costs of the new proposal and that submitted by the original successful respondent.

2.18 Commencement of Work

The successful respondent agrees to commence work on the project within fourteen (14) calendar days from the date the written “Notice to Proceed” issued by the City.

2.19 City’s Authority

All order and directions contemplated under the contract documents and relative to the execution of the work shall be subject to concurrence by the City’s Tax Map Committee.

The City’s Tax Map Committee, shall determine the amount, quality, acceptability, and fitness of the several of the kinds of work and deliverables that are to be paid for under this contract and shall decide all questions that may arise in relation to said work.

The City’s Tax Map Committee estimates and decisions shall be final and conclusive, except as herein otherwise expressly provided. In case any questions shall arise between the parties hereto relative to said contract documents, the determination or decision of the City’s Tax Map Committee, shall be condition precedent to the right of the respondent to receive any money or payment for work under this contract affected in any manner or any extent by such questions.

2.20 Time of Completion

It is hereby understood and mutually agreed, by and between the Respondent and the City, that the date on which the work shall be substantially complete as specified in the Contract is an essential condition of this project. The date of substantial completion shall be the date that all tax maps are submitted to the State for approval. The final completion date shall be _____, 2020.

The respondent shall include in this proposal a Project Work Plan (Section 4.7) that identifies the project schedule, project milestones, and proposed project duration to ensure completion of project within the proposed time frame. The Respondent agrees that said work shall be prosecuted regularly, diligently, and uninterruptedly at such rate of progress as will ensure full completion thereof within the proposed time.

2.21 Liquidated Damages

The Respondent unconditionally guarantees to substantially complete the work within the proposed project schedule, or within the time as extended in accordance with the provisions of these administrative conditions. For the purposes of this project, the date of submittal of the fully completed tax map for State review will be the referenced milestone.

If the respondent fails to complete the contracted work that is satisfactory and acceptable to the Tax Map Committee within the project schedule, then the respondent shall and will pay to the City for each and every calendar day determined to be in default, the following sums, which are agreed upon, fixed and determined by the parties to be liquidated damages, and not a penalty:

Two Hundred dollars (\$200.00) for each calendar day beyond the project completion contract time limits.

The City shall recover said damages by deducting the amount out of any money which may be due or become due to the respondent, or by an action of law against the respondent.

2.22 Extension of Time

The City shall have the right to extend the time to complete and/or to suspend the entire or any part of the work specified to be done whenever:

- a) In the opinion of the City Tax Map Committee it may be necessary or expedient for the City to do so.
- b) The successful respondent is delayed in the completion of the work by any act or neglect of the City or the State and this determination shall be made in the sole and exclusive discretion of the City Tax Map Committee.
- c) Changes in the Work are ordered caused by strikes, lockouts, fire, an unusual delay by common carriers, or unavoidable casualties.
- d) Any cause deemed by the City Tax Map Committee to be beyond the successful respondent's control.
- e) Any cause that the City Tax Map Committee shall decide to justify the delay.

2.23 Termination of Contract/Indemnity

For Cause

If the successful contractor shall fail to fulfill in a timely and proper manner any requirements under this contract, the City shall have the right to terminate this contract by giving written notice to the Contractor of such termination at least thirty (30) days prior to the proposed effective date of termination. Such termination shall relieve the City of any obligation for balances to the contractor of any sum or sums set forth in the contract. The determination of timely and proper performance for purposes of termination shall be made in the sole and exclusive discretion of the City.

Notwithstanding the above, the contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the contract by the respondent and the City may withhold any payments to the contractor for the purpose of compensation until such time as the exact amount of the damage due the City from the contractor is determined.

In case of default by the contractor, the City may procure the articles or services from other sources and hold the contractor responsible for any excess cost incurred.

Without Cause

The City may terminate the Contractor for any reason upon providing thirty (30) days' written notice to Contractor. In the event of such termination, Contractor shall, as its sole remedy, be paid for undisputed services rendered prior to the effective date of termination.

INDEMNITY-Contractor shall indemnify and holds harmless the City from and against any and all expenses (including actual attorney's fees), claims, suits, injuries, damages,

losses, judgments and consequential losses and damages, sustained either by reason of or arising out of or in any way connected with Contractor's or its subcontractors' performance of it work or termination of the contract. Contractor shall pay to defend, at its sole expense, any action or proceedings brought against Owner by any party in such regard, including the settlement or compromise thereof. City may select counsel of its determination to represent it in connection with any such claim. The indemnity, hold harmless and defense provided hereunder shall be fully operative in every instance, except where the expense, injury, damage or loss is occasioned or caused by the sole and exclusive negligence of City, whether by act or omission.

2.24 Contractor Payment

Payment of progress payments will be made upon the submission by the contractor to the City of an invoice on a form prescribed by the City. Invoices may be submitted on a monthly basis and shall specify, in detail, the timeframe for which the progress payments are claimed, the services performed during the prescribed period and the amount claimed. Invoices must be received by the City Chief Finance Officer no later than the first Friday of every month.

The City will review each contractor submittal and may withhold all or part, or, on account of subsequently discovered evidence, nullify the whole or a part of any certificate to such extent as may be necessary to protect the City from loss because of:

- Deliverables not complying with the project specifications;
- Claims filed or responsible evidence indicating probability of filing claims;
- Failure of the Contractor to make payments properly to subcontractors or for material labor;
- A reasonable doubt that the Contract can be completed for the balance then unpaid;
- Damage to another contractor, agency, governing body, corporation, or person; or

When the above grounds are removed, payment for amounts withheld because of them will be recommended for payment by the City.

3.0 Scope of Work

The City is seeking a NJ Certified Licensed Surveying Firm to provide Professional Land Surveying services for tax mapping. The City specifically requests the development of a new, New Jersey certified Tax Map referenced to new aerial photography and GIS linked to the existing tax assessment database.

3.1 Reference Specifications

The new Tax Map must be developed using a methodology based in geometric construction, close mathematically, conform to the referenced regulations, and be approved by the Division of Taxation. The publication entitled, “Tax Maps – Regulations and Standards – June 2008”, or the latest revisions thereto, shall be considered as an integral part of this project.

3.2 Source Documents

The base map shall be prepared from accurate information obtainable at the following locations or other locations as needed:

- New Jersey Department of Transportation
- New Jersey Division of Taxation
- County Clerk’s Office
- Local Utilities
- Municipal Files

The City will rely upon the Contractor to request, review, and implement the sources to complete the Work described herein. Prior to the proposal submittal date, the City will make a sampling of the project sources available for review.

It shall be the responsibility of the Contractor to obtain, copy, and/or purchase required information to complete the mapping specified herein. Information supplied to the Contractor by the City will be made available at City Hall. The Contractor may temporarily remove the information for reproduction purposes, however all material must be returned within five (5) working days. The Contractor is responsible for the security and safe return of all information so received as part of the requirements for completion of the work. Please reference Section 2. “Ownership of Material.”

The Respondent shall detail their proposed level of effort regarding research for the Tax Map construction. The City will provide access, within reason and at no cost to the Contractor to the available information on file within the City and needed by the Contractor to complete the Work described herein.

The Contractor shall review the available information and project its needs in advance, as much as possible, to allow adequate scheduling by the City to meet a request in a timely manner. Project schedule extensions resulting from miscommunication will not be granted.

The City will provide one (1) complete set of prints of the existing Tax Maps (approximately 8 sheets) and one (1) electronic database of the current parcel database (MOD IV Listing). The MOD IV digital file will be a MS Access database (MDB) and be a subset of the full assessment data (approximately 404 line items) and contain Block/Lot designations, ownership, additional lots, and other information needed for the development of the Tax Map.

While it is believed that the information on file is current, the City does not represent that this information is without error. The Contractor is required to identify and alert the City

of any discrepancies or conflicts uncovered and provide a sound solution in a timely manner.

The City will furnish information to the best of its ability on municipally owned parcels and ordinances relating to easements, municipal land acquisitions, vacated streets, street widenings, property purchases and foreclosures, as required.

3.4 Geographic Information Systems (GIS) Compatibility

The City is not requesting any GIS data development under this RFP. It is the City's intention to use the individual, digital CAD deliverables for the planimetric mapping, topographic mapping (optional), and Tax Map files as a basis for their GIS data construction and maintenance. Thus, the Contractor shall develop the digital data such that it will be capable of being processed through typical GIS feature development techniques, for both linework and attribute data, with minimal to no editing of the source CAD data, translation, or other manipulation.

The City requires that the Contractor coordinate its production methodology with the City's representative to ensure this requirement is met. As part of the City's internal project QA/QC, the City will use the newly created digital data to create the City's GIS framework.

3.5 Deliverables

The following are established as minimum deliverables for the proposed project. Please see the appropriate administrative (e.g., Section 2.8) and technical sections of the RFP for full detail.

- Mylar plots and digital data for the limited planimetric mapping (1"=50' final map scale)
- Mylar plots and digital data for the full planimetric mapping (optional item) (1"=50' final map scale)
- Mylar plots and digital data for the topographic mapping (optional item) (1"=50' final map scale)
- Prototype drawing and Tax Map Pilot Areas for the limited or full planimetric mapping, topographic mapping and digital orthophotography
- Digital Terrain Model (DTM) for the topographic mapping (optional item)
- Tax Map production documentation
- Digital Tax Map sheet files in a CAD format such as **2012 Civil 3D**
- Three (3) sets of DRAFT Tax Maps and index map (Key Map) pages for review by the City and the State.

- One (1) set of new Tax Maps on archival film base material, suitable for reproduction purposes with the State Division of Taxation seal of acceptance affirmed thereto.
- One (1) set of reproducible size (12" x 18") Tax Map sheets
- Tax Map block and lot inventory correlation to the City's MOD IV tax data.
- Monthly project meeting minutes signed by engineer in responsible charge of project.

4.0 PROPOSAL REQUIREMENTS

Interested respondents shall submit one (1) original and five (5) bound copies of their proposal and one (1) unbound copy for further copying (if necessary).

To facilitate a timely and comprehensive evaluation of all submitted proposals, it is essential that all respondents adhere to the specified proposal format. The City requires a standard format for all proposals submitted to ensure that clear, concise and complete statements are available from each respondent in response to the requirements set forth herein. Information not directly relevant to the RFP can be included in an appendix, clearly marked as supplemental; however, it may not be considered in the final evaluation as determined in the sole discretion of the City. The City is under no obligation to search for clarification through additional or unformatted information submitted as a supplement to the formatted response.

The exact presentation and layout format of the proposal is up to the discretion of the respondent. However, each proposal shall address the areas described below.

The RFP response shall follow the organization of the following items.

**APPENDIX A
Proposal Cost Form**

**PROPOSAL FORM
NEW TAX MAPS**

**ITEM
COST**

DESCRIPTION

1.

TAX MAPS

Research \$ _____

Mapping \$ _____

2.

TAX MAP PRINTING

One (1) Mylar Set, three (3)
Full Size Paper Sets, Civil 3D
Disks of Tax Maps \$ _____

TOTAL PROJECT COST

\$ _____

IN WORDS _____

SIGNATURE OF BIDDER _____

TITLE _____

COMPANY _____

ADDRESS _____

PRINTED NAME _____

DATE _____

TELEPHONE # _____ FAX# _____

TAX ID # _____

APPENDIX B
Administrative Forms
CITY OF EAST NEWARK
PROPOSAL CHECKLIST

The following checklist is provided to assist in the development of an RFP Response. It in no way supersedes or replaces the requirements of the RFP sections. Please initial on the lines below for each document/section attesting to the fact that you have read and/or included the documents with your RFP response.

- Title Page _____
- Executive Summary _____
- Background _____
- Objectives _____
- Project Approach _____
- Project Work Plan _____
- Project Organization & Staffing _____
- Subcontractors _____
- Key Dates & Deliverables _____
- Assumptions, Exceptions, Alternates & Risks _____
- Cost Proposal _____
- Qualifications Statement _____
- Business Registration Certification _____
- Certificate of Authorization _____
- Mandatory Affirmative Action Certification _____
- Stockholder/Ownership Disclosure _____
- Non-Collusion Affidavit _____
- Debarred, Suspended and Disqualified Bidder Provision _____
- Disclosure of Investment Activities in Iran _____
- Acknowledgement of Receipt of Addenda _____

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L.1975, c.127)
N.J.A.C. 17:27 et seq.

GOODS, GENERAL SERVICES, AND PROFESSIONAL SERVICES CONTRACTS

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, 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.

EXHIBIT A (Cont)

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

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

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

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

Letter of Federal Affirmative Action Plan Approval;

Certificate of Employee Information Report; or

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

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

Acknowledged by Vendor

By: _____

Print name and title

Signature

**AFFIDAVIT OF COMPLIANCE WITH
P.L. 1975, C. 127
AFFIRMATIVE ACTION PROGRAM
NJSA 10:5-34 SUBMISSION OF BIDS; AFFIRMATIVE ACTION
PROGRAM APPROVAL; FEE; EXEMPT SUBCONTRACTORS**

Each prospective respondent on a public contract and each subcontractor to a prime contractor shall formulate and submit to the State Treasurer his or its affirmative action program of equal opportunity whereby he or it guarantees minorities employment in all employment categories; the submission shall be accompanied by a fee in an amount to be fixed by the State Treasurer.

The State Treasurer shall notify the bidder of approval or disapproval of his or its program within 60 days of its submission; failure of the State Treasurer to act within 60 days shall constitute approval of the program. Any existing Federally approved or sanctioned affirmative action program shall be approved by the State Treasurer.

No subcontract bidder who has less than five employees need comply with the provisions of this section.

P.L. 1875, C. 127, S4

The following Bidder, _____ hereby affirms it will, if awarded the Contract(s), will fully comply with the Equal Employment/Affirmative Action provisions of New Jersey P.L. 1986, C. 127.

_____ Yes: 5 or more employees

_____ Not required: less than 5 employees

Name of Company or Corporation

By _____
(Title)

of _____ 20____

Notary Public of _____
My Commission expires:

STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: _____

Organization Address: _____

Part I Check the box that represents the type of business organization:

Sole Proprietorship (skip Parts II and III, execute certification in Part IV)

Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)

For-Profit Corporation (any type) Limited Liability Company (LLC)

Partnership Limited Partnership Limited Liability Partnership (LLP)

Other (be specific):

Part II

The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

OR

No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

(Please attach additional sheets if more space is needed):

| Name of Individual or Business Entity | Home Address (for Individuals) or Business Address |
|---------------------------------------|----------------------------------------------------|
| | |
| | |
| | |

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**

| Website (URL) containing the last annual SEC (or foreign equivalent) filing | Page #'s |
|-----------------------------------------------------------------------------|----------|
| | |
| | |

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above.** The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

| Stockholder/Partner/Member and Corresponding Entity Listed in Part II | Home Address (for Individuals) or Business Address |
|-----------------------------------------------------------------------|----------------------------------------------------|
| | |

| | |
|--|--|
| | |
| | |

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the **City of Union City** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with **City of Union City** to notify the **City of Union City** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the **City of Union City** to declare any contract(s) resulting from this certification void and unenforceable.

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

NEW JERSEY NON-COLLUSION AFFIDAVIT

STATE NEW JERSEY)

SS

COUNTY OF)

I, _____ of the City/Town of _____ in the County of _____ and State of _____ of full age, being duly sworn according to law on my oath depose and say that:

I am of the firm of _____ the Respondent making the proposal for the above names project, and that I executed the said Proposal Cost Form with full authority so to do: that said Respondent has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statement contained in said Proposal Cost Form and in this affidavit are true and correct, and made with full knowledge that the Owner relies upon the truth of the statements contained in said Proposal Cost Form and in the statements contained in the affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage or contingent fee, except bona fide employee or bona fide established commercial or selling agencies maintained by (NJSA 52:34:15)

Signed: _____
(also print or type name of Affiant under signature)

Subscribed and Sworn to
before me this _____ day
of _____ 20

Notary Public of _____
My Commission expires:

STATE OF NEW JERSEY DEBARRED LIST AFFIDAVIT

STATE NEW JERSEY)

SS

COUNTY OF)

I, _____ of the City/Town of _____ in the County of _____ and the State of _____ full age, being duly sworn according to law on my oath depose and say that:

I am, an officer of the firm of _____ the Respondent making the Proposal for the above names work, and that I executed the said Proposal with full authority to do so; that said bidder at the time of making of this proposal **is not included** on the State of New Jersey, State Treasurer’s List of Debarred, Suspended and Disqualified Bidders; and that all statements contained in said Proposal and in this affidavit are true and correct, and made with the full knowledge that the City of Jersey City, as the Owner relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for said work.

The undersigned further warrants that should the name of the firm making this bid appear on the State’s Treasurer’s List of Disbarred, Suspended and Disqualified Bidders at any time prior tom and during the life of this Contract, including Guarantee Period, that the Local Unit shall be immediately so notified by the signatory of this Eligibility Affidavit.

The undersigned understands that the firm making the bid as Contractor is subject to debarment, suspension and/or disqualification in contracting with the State of New Jersey, if the Contractor, pursuant to NJAC 7:1-5.2, commits any of the acts listed therein, and as determined according to applicable law and regulation.

(Insert Name and Address of Contractor)

(Insert Name and Title of Affiant)

Subscribed and Sworn to
before me this _____ day
of _____ 20

Notary Public of _____
My Commission expires:

**CITY OF UNION CITY
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

Name of Bidder: _____

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that the person or entity, or one of the person or entity's parents, subsidiaries, or affiliates, is not identified on a list created and maintained by the Department of the Treasury as a person or entity engaging in investment activities in Iran. If the City of Union City ("City") finds a person or entity to be in violation of the principles which are the subject of this law, they shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the person or entity.

I certify, pursuant to Public Law 2012, c. 25, that the person or entity listed above for which I am authorized to bid/renew:

is not providing goods or services of \$20,000,000 or more in the energy sector of Iran, including a person or entity that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran,
OR

is not a financial institution that extends \$20,000,000 or more in credit to another person or entity for 45 days or more, if that person or entity will use the credit to provide goods or services in the energy sector in Iran.

In the event that a person or entity is unable to make the above certification because it or one of its parents, subsidiaries, or affiliates has engaged in the above-referenced activities, a detailed, accurate and precise description of the activities must be provided in Part 2 below to the District under penalty of perjury. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

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

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

EACH BOX WILL PROMPT YOU TO PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION.

Name: _____ Relationship to Bidder/Offeror: _____

Description of Activities: _____

Duration of Engagement: _____

Anticipated Cessation Date: _____

Bidder/Offeror Contact Name: _____ Contact Phone Number: _____

Disclosure of Investment Activities in Iran *(continued)*

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

Full Name (Print): _____ Signature: _____

Title: _____ Date: _____

**CITY OF UNION CITY
ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA**

The undersigned Respondent hereby acknowledges receipt of the following Addenda:

Addendum Number Dated

Signed: _____

Title: _____

Printed Name: _____

Date: _____

Company: _____

The undersigned further warrants that should the name of the firm making this bid appear on the State Treasurer's List of Disbarred, Suspended and Disqualified Bidders at any time prior to, and during the life of this Contract, including Guarantee Period, that the Local Unit shall be immediately so notified by the signatory of this Eligibility Affidavit.

The undersigned understands that the firm making the bid as Contractor is subject to debarment, suspension and/or disqualification in contracting with the State of New Jersey, if the Contractor, pursuant to NJAC 7:1-5.2, commits any of the acts listed therein, and as determined according to applicable law and regulation.

(Insert Name and Address of Contractor)

(Insert Name and Title of Affiant)

Subscribed and Sworn to
before me this _____ day
of _____ 20____

Notary Public of _____
My Commission expires:

**CITY OF UNION CITY
ACKNOWLEDGMENT OF RECEIPT OF ADDENDA**

The undersigned Respondent hereby acknowledges receipt of the following Addenda:

| Addendum Number | Dated |
|-----------------|-------|
| _____ | _____ |
| _____ | _____ |

Signed: _____
Title: _____
Printed Name: _____
Date: _____
Company: _____