

REQUEST FOR PROPOSALS

FOR

URBAN PARK PLANNER

SEALED PROPOSALS MUST BE RECEIVED AT:

**Borough of Metuchen
Attention: Deborah Zupan, Municipal Clerk
500 Main Street
Metuchen, NJ 08840**

By July 9, 2024, at 11:00 A.M. prevailing time

Mayor Jonathan Busch

Borough Council

Jason Delia, Council President

Joel Branch, Councilmember

Dorothy Giamboi, Councilmember

Lisa Hyman, Councilmember

Vinita Jethwani, Councilmember

Tyler Kandel, Councilmember

BOROUGH OF METUCHEN

PUBLIC NOTICE FOR THE SOLICITATION OF PROFESSIONAL SERVICE CONTRACT – URBAN PARK PLANNER, FOR THE PERIOD OF JULY 22, 2024, THROUGH JULY 21, 2025

Notice is hereby given that sealed proposals will be received by the Borough of Metuchen in the County of Middlesex, New Jersey for Professional Services-Urban Park Planner for the Borough of Metuchen. Proposals will be opened and read in public by the Borough Clerk and QPA, 500 Main Street, Metuchen, New Jersey, 08840 on July 9, 2024, at 11:00 A.M. prevailing time.

Request for Proposal Documents (“RFP Documents”) for the proposed scope of services being sought are available at www.metuchennj.org under ‘Bids RFP RFQ’ and with the Borough Clerk, 500 Main Street, Metuchen, New Jersey 08840. Documents may be inspected or received by prospective vendors during regular business hours, 8:00 AM to 4:00 PM, or requested via email to dzupan@metuchen.com.

All professional service contractors are required to comply with the requirements of N.J.S.A. 52:32-44 (Business Registration of Public Contractors), N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq. (Contract Compliance and Equal Employment Opportunities in Public Contracts). This proposal is being solicited through a fair and open process in accordance with N.J.S.A.19:44A-20.5 et seq. Submissions by Corporations and Partnerships shall include a completed Disclosure of Ownership form (N.J.S.A. 52:25-24.2) and shall include a completed Non-Collusion Affidavit.

The Borough assumes no responsibility for proposals mailed or misdirected in delivery. The Borough Council reserves the right to reject any or all submissions due to any defects or waive informalities and accept any submissions that in their judgment will be in the best interest of the Borough. The Borough Council shall award the contract or reject all submissions no later than 60 days from receipt of same.

Deborah Zupan, RMC, Borough Clerk

BOROUGH OF METUCHEN

PUBLIC NOTICE FOR THE SOLICITATION OF A PROFESSIONAL SERVICE CONTRACT

APPOINTMENT FOR URBAN PARK PLANNER SHALL BE FROM

JULY 22, 2024, THROUGH JULY 21, 2025

The following is a description of the professional services needed, including a description of tasks involved:

Borough Urban Park Planner

The Borough Urban Park Planner shall be either a member of or employed by a firm of New Jersey licensed planners and shall have all applicable licenses to perform urban park planning services in NJ.

The services of an urban park planner are being sought related to a small urban park development, design and plan implementation. This urban park is a small park that requires visionary experience, public engagement, and plan development including landscape architecture. The urban park professional services of the urban park planner are funded through a grant for park development.

The park parcel is in the heart of Metuchen on Main Street, to be developed as a pocket park, which is to be a passive recreation area in honor of Thomas Mundy Peterson, which may include seating, tables, art installations, flower beds and a historic marker. The objectives of the park are to create a public resource in an underutilized space that can provide respite and community, while introducing green space into the downtown area.

Significantly, the park area was recently designated as a stop on the NJ Black History Heritage Trail to commemorate the birthplace of Mr. Peterson, the first African American to cast a vote in the United States following the passage of the 15th Amendment. Planning of the park should honor this history.

The individual assigned shall meet the following requirements:

- Licensed Professional Planner in the State of New Jersey.
- Member of American Institute of Certified Planners
- Demonstrate experience in working with municipalities similar in size and population to the Borough of Metuchen and have similar planning issues.
- Provide a list of past and present urban municipal park projects served by consultant, including a list of references and contact information
- Provide a detailed description of the company's qualifications and experience, including a copy of urban park planning projects that exemplifies the company's work.
- Provide resumes of personnel assigned to work with the Borough of Metuchen
- Provide consultant fees (hourly rate) by personnel assigned to the Borough of Metuchen.
- The Urban Park Planner shall attend meetings of the Borough when requested in addition to the public engagement meetings required of the project.

- Experience in reporting, filings, etc with county and state agencies
- Experience in project design and management in accordance with grant agreements

BOROUGH OF METUCHEN

INFORMATION FOR PROFESSIONAL SERVICES ENTITIES **(FAIR & OPEN PUBLIC SOLICITATION PROCESS)**

1A.1 RECEIPT AND OPENING OF SUBMISSIONS

1A.1.1 OWNER AND PROJECT

The Borough of Metuchen, Middlesex County, New Jersey (hereinafter called the "OWNER") invites submissions for the service(s) mentioned in the Public Notice for Solicitation.

1A.1.2 TIME AND PLACE OF SUBMISSION OPENINGS

Borough Clerk and/or designated representative will receive submissions at the time and place mentioned in the Public Notice for Solicitation, and at such time and place will be publicly opened and read aloud.

1A.1.3 SUBMISSIONS NOT IN COMPLIANCE

The OWNER may waive any informality or reject any and/or all submissions, in accordance with the *Fair and Open Public Solicitation Process for Professional Service(s)* pursuant to Borough of Metuchen Ordinances.

1A.1.4 WITHDRAWING SUBMISSIONS

Submissions forwarded to the Borough Clerk and/or her designated representative before the time of opening of submissions may be withdrawn upon written application of the professional services entity that shall be required to produce evidence showing that they are, or they represent the principal or principals involved in the submission. Submissions may not be withdrawn within twenty-four (24) hours of the stipulated time of opening of submissions. Once submissions have been opened, they must remain firm for a period of sixty (60) days.

1A.2 QUALIFICATIONS OF PROFESSIONAL SERVICES ENTITIES

1A.2.1 INDIVIDUALS PERFORMING TASKS

Name and roles of the individuals who will perform the tasks and description of their education and experience similar to the services contained herein.

1A.2.2 PAST PERFORMANCE

Documented past performance of same and/or similar service.

1A.2.3 REFERENCES

References and record of success of same or similar service.

1A.2.4 DESCRIPTION OF ABILITIES

Description of ability to provide the services in a timely fashion (including staffing, familiarity, and location of key staff).

1A.2.5 COST DETAILS

If applicable, cost details including the hourly rates of each of the individuals who will be performing services, and all expenses.

1A.2.6 TECHNICAL PROCESS AND EQUIPMENT

Description of technical process and equipment used in performing the task(s).

1A.3 PREPARATION OF SUBMISSIONS

1A.3.1 COMPLETION OF SUBMISSIONS

Each submission must be provided on a Standardized Submission Form as supplied in the submission package and signed by the professional services entity or principal thereof and shall contain the name, address, and telephone number of the professional services entity. All prices and amounts must be written in ink or preferably typewritten. Each signatory to the submission must initial all erasures or corrections. *Each submission shall be contained in a sealed envelope addressed to the Borough of Metuchen, 500 Main Street, Metuchen, N.J. 08840. The envelope shall specify URBAN PARK PLANNER. The submission is to be clearly marked "Sealed Submission Enclosed" and must be delivered at the place and time required or mailed so as to be received prior to the opening time set in the advertisement. Submissions received after the hour herein named or in unsealed envelopes shall not be considered.*

The Owner will not be responsible for submissions forwarded through the U.S. Mail or any delivery service if lost in transit at any time before submission opening, or if hand-delivered to incorrect location.

The submission shall be accompanied by all forms listed in the Checklist and be completed in their entirety.

1A.3.2 ERRORS IN SUBMISSIONS

If applicable, in the event there is a discrepancy between the unit prices and the extended totals, the unit prices shall govern or if between the correct sums of the extended totals and the total submission submitted, the correct sum shall govern. Amounts written in words shall govern over the amounts written in numerals.

1A.4 TIME FOR AWARD OF CONTRACT

The contracting unit shall award the contract or reject all submissions within such time as may be specified in the invitation for submission, but in no case more than 60 days, except that the submissions of any professional services entities who consent thereto may, at the request of the contracting unit, be held for consideration for such longer period as may be agreed.

The award of the Contract for this service will not be made unless the Borough's Chief Financial Officer has certified the necessary funds in a lawful manner.

ALL CONTRACT AGREEMENTS MUST BE SIGNED AND RETURNED WITHIN ONE MONTH OF AWARD.

1A.5 MODIFICATIONS OF SUBMISSIONS

Any professional services entity may modify his submission by mail, courier, or hand delivery at any time prior to the scheduled closing time for receipt of submissions. The OWNER, prior to the closing time, must receive such communication. The communication should not reveal the submission price but should provide the addition to or subtraction from or other modification so that the OWNER will not know the final price(s) or term(s) until the sealed submission is opened.

1A.6 REJECTION OF SUBMISSIONS

1A.6.1 MULTIPLE SUBMISSIONS NOT ALLOWED

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

AB.6.2 UNBALANCED SUBMISSIONS

Submissions, which are obviously unbalanced, may be rejected at the option of the OWNER.

1A.6.3 RIGHT TO REJECT SUBMISSIONS

The right is reserved to reject any or all submissions in whole or in part if not in compliance with the standardized submission requirements.

1A.6.4 METHOD OF AWARD OF SUBMISSIONS

The right is reserved by the Borough of Metuchen to award submissions on a *“service by service” basis, “per project” basis, in part or in whole* as determined by the Owner.

1A.6.5 RIGHT TO WAIVE INFORMALITIES RESERVED

The owner expressly reserves the right to waive any informality in any submission, and to accept the submission, which in the OWNER'S judgment serves its best interests.

1A.7 PROFESSIONAL SERVICES ENTITY REFERRED TO LAWS

The attention of the professional services entity is especially directed to the provisions of Federal, State, County and Local Government statutes and regulations that may apply to the work.

1A.8 PAYMENT

Checks are processed by the Borough of Metuchen's Finance Department approximately on the 4th week of each month. It is necessary that the approved signed vouchers be accompanied by an invoice and be submitted in advance of these dates.

1A.9 FACSIMILE DOCUMENTS PROVIDED IN A SUBMISSION

Under no circumstances, on submission documents requiring authorized signatures, will the OWNER accept documents provided through facsimile machines.

1A.10 CONTRACT COMPLIANCE AND EQUAL EMPLOYMENT OPPORTUNITY IN PUBLIC CONTRACTS

Professional services entities are required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq.

1A.11 GENERAL REQUIREMENTS/INFORMATION

The professional services entity shall guarantee any or all material and services supplied under these specifications. Defective or inferior items shall be replaced at the expense of the professional services entity.

It is understood by the professional services entity that this submission is provided on the basis of standardized submission requirements prepared by BOROUGH OF METUCHEN and the fact that any professional services entity is not familiar with these standardized submission requirements or conditions will not be accepted as an excuse.

NO MINIMUM PAYMENT IS IMPLIED OR GUARANTEED.

BOROUGH OF METUCHEN reserves the right to cancel any contract entered into upon thirty (30) days written notice.

Contract Term: Pursuant to N.J.S.A. 40A:11-3(b), ...” contracts for professional services pursuant to subparagraph (i) of paragraph (a) subsection (1) of section 5 of P.L. 1971, c.198 (N.J.S.A. 40A:11-5) may be awarded for a period not exceeding twelve (12) consecutive months”.

This solicitation is for a one (1) year contract for services, from **July 22, 2024, through July 21, 2025.**

1A.13 ADMINISTRATION OF PUBLIC RECORDS

Records received, retained, retrieved, or transmitted under the terms of this contract may constitute public records of the Borough of Metuchen as defined by N.J.S.A. 47.3-16 and are legal property of the Borough of Metuchen. The vendor(s) named in this contract must agree to administer and dispose of such records in compliance with the State’s public records laws and associated administrative rules.

The Secretary of State and the Commissioner of Community Affairs recognize that earlier privatization contracts may need to be revisited for consistency with these guidelines. Those contracts shall be reviewed by the originating local governmental unit and DARM to determine if a public records provision should be incorporated and/or modified. Where appropriate, the local governmental units shall attempt to negotiate with the vendor a revision to the contract to ensure proper and uninterrupted maintenance of crucial public records.

GENERAL INFORMATION

Procurement Process and Schedule

Proposals will be reviewed and evaluated by the Borough to determine if the Proposer has met the minimum requirements of professional management, technical, administrative and financial areas described in this RFP. The selection of a qualified vendor is being made pursuant to N.J.S.A. 40A:11-4.3 of the Local Public Contracts Law, N.J.S.A. 40A:11-1, et seq. The Borough has structured a procurement process that establishes a competitive process to assure that each person and/or firm is provided an equal opportunity to submit a Proposal in response to this RFP. Based upon the totality of information contained in the Proposal, the Borough will

determine which Vendor is best based upon relative experience, qualifications, and who will provide the highest quality of service at fair and competitive prices in accordance with the selection criteria set forth herein.

All communications concerning this RFP, or the RFP process shall be directed, **in writing**, to the Borough Administrator.

Proposals must be submitted to, and be received by the Borough Clerk, by 11:00 A.M. prevailing time on the date due. Proposals will not be accepted by facsimile transmission or electronic mail.

Conditions Applicable to RFP

Upon submission of a Proposal in response to this RFP, the Vendor acknowledges and consents to the following conditions relative to the submission and review and consideration of its Proposal:

- All costs incurred by the Vendor in connection with responding to this RFP shall be borne solely by the Vendor.
- The Borough reserves the right (in its sole judgment) to reject any Vendor that submits incomplete responses to this RFP, or a Proposal that is not responsive to the requirements of this RFP.
- The Borough reserves the right, without prior notice, to supplement, amend, or otherwise modify this RFP, or otherwise request additional information. Prospective vendors shall be notified of any modifications made by the Borough of Metuchen.
- No Proposals shall be returned.
- All Proposals will be made available to the public at the appropriate time, as determined by the Borough (in the exercise of its sole discretion) in accordance with law.
- The Borough may request proposed Vendors to send representatives to the Borough for interviews with the appropriate Borough Officials.
- Any and all Proposals not received by the Borough by 11.00 a.m. prevailing time on the date due will be rejected.
- Neither the Borough, nor their respective staff, consultants nor advisors shall be liable for any claims or damages resulting from the solicitation or preparation of the Proposal.
- The Borough may waive any technical non-conformance with the terms of this RFP.
- The Borough may suspend or terminate the procurement process described in this RFP at any time (in its sole discretion.) If terminated, the Borough may determine to commence a new procurement process or exercise any other rights provided under applicable law without any obligation to the proposed Vendors.

Form of Contract

If applicable, a contract will be entered substantially similar to the attached Form of Agreement which shall incorporate all terms, conditions and requirements of the Bid Specifications. Proposed bidders shall review the contents of the proposed form of Contract. By submission of its proposal, Bidder accepts all terms and conditions contained in the proposed form of Agreement

Terms of Agreement

Should the Borough enter into an Agreement as a result of this RFP, the initial term of the Agreement shall be for period of one (1) year. The Borough reserves the right to terminate the contract at any time for any reason or without reason upon thirty (30) days' notice.

Duty to Notify of Errors

Vendors shall carefully study, compare, correlate and coordinate its obligations both within this Request for Proposals and as to extrinsic information that may in any way affect its obligations, including circumstances pertaining to the description of the Services required by this Request for Proposals, facts and circumstances specific to the Borough of Metuchen, and any such other factors as may affect the Services. Except as specifically provided in the Proposal Documents, the respondent assumes all risks and responsibility for any and all conditions and circumstances that pertain to the Services whether the same are known or unknown to the respondent at the time of submission.

Notice of any alleged error, omission or inconsistency that should have been reasonably identified prior to submittal shall be provided to the Borough immediately in order so that the Borough in its discretion, may issue an Addendum. A vendor's failure to do so constitutes an absolute waiver of any claims with respect to any error, omission or inconsistency that may thereafter be asserted with respect thereto and shall bar any recovery regarding such claims.

Promptness of Proposal Submittal

It is the responsibility of the vendor to ensure that its proposal is presented at the Borough Offices before the date and time fixed for closure of the proposal period. Proposals will not be accepted or received by the Borough after the advertised closing date and time. The Borough assumes no responsibility whatsoever in connection with any defects arising out of the issuance of the Contract or the receipt or failure to receive proposals, including those which may arise from delay for any reason in obtaining the Contract or submitting the proposal forms, including but not limited to, traffic delay, messengering, mislabeling, mis-directions from any source, mis-delivery or otherwise.

Laws and Regulations.

The successful vendor is required to keep itself informed of and to comply with all applicable Federal, State and Local laws and rules and regulations of all authorities having jurisdiction over the subject matter of the contract. If applicable, the successful respondent shall also be responsible for securing and paying for all permits, governmental fees and licenses necessary for the proper execution and completion of the work required by the Contract.

Post-Award Submittals.

The successful vendor shall provide its Post-Award Submittals, including all Contract Forms, all required insurance, (all of the above dated and fully effective simultaneous with the date of the Agreement); and a list of key personnel, including, business, mobile and emergency telephone and fax information, as and when required by the Borough.

False Material Representation - N.J.S.A 2C:21-34-97(b)

A person commits a crime if the person knowingly makes a material representation that is false in connection with the negotiation, award, or performance of a government contract. If the contract amount is for \$25,000.00 or above, the offender is guilty of a crime of the second degree. If the contract amount exceeds \$2,500.00, but is less than \$25,000.00, the offender is guilty of a crime of the third degree. If the contract amount is for \$2,500.00 or less, the offender is guilty of a crime of the fourth degree.

Interpretations and Addenda

No interpretation of the meaning of the terms and conditions of this RFP will be made to any vendor orally. Every request for such interpretation should be made in writing to the Borough Administrator and must be received no later than **3:00 p.m. on June 24, 2024**, to be given consideration. Any and all interpretations and any supplemental instructions will be distributed in the form of a written addenda to the specifications. All addenda so issued shall become part of this RFP and the contract documents.

Indemnification

The successful Vendor shall agree to defend, indemnify and hold the Borough harmless for any claims brought against, or damages incurred by the Borough as a result of the successful Proposer's or its agents', servants', or subcontractor's act, omission, negligence, breach of contract, and/or failure to comply with any applicable law, regulation, ordinance, code, rule or policy.

The successful Vendor shall agree to defend, indemnify and hold the Borough harmless in connection with any claims made by any consultant, vendor, subcontractors or suppliers concerning work performed or goods provided, including, without limitation, claims for unpaid services, wages and/or benefits, or claims relating to or claims resulting from the Borough's termination of this Agreement.

Insurance Required

Upon the award of a contract, the successful vendor shall furnish a certificate of insurance naming the Borough of Metuchen as an additional insured for professional and general liability, and workers compensation. The insurance required shall be maintained in full force and effect until all work to be performed under the terms of the contract is satisfactorily completed and accepted by the Borough. The Contractor shall furnish the Borough with satisfactory proof of coverage of the insurance required by submitting a certificate of insurance naming the Borough of Metuchen as an additional insured. Each insurance policy and endorsement shall contain undertaking by the insurance carrier not to cancel the policy except upon thirty (30) days' notice to the Borough. The policies and endorsements shall be specifically referred to the Borough as an insured party of this contract and shall state that the insurance as provided conforms to the requirements of these contract documents. All insurance required by this contract shall be placed with responsible insurance companies authorized to do business in the State of New Jersey which are satisfactory to the Borough. Details of insurance requirements are shown at Form

Affirmative Action Requirements.

Each Vendor shall submit to the Borough, preferably with its proposal, but in no event later than after notification of award but prior to execution of a contract, one of the following three documents:

- i. Appropriate evidence that the Respondent is operating under an existing federally approved or sanctioned affirmative action program; or
- ii. A certificate of employee information report approval issued in accordance with N.J.A.C. 17:27 et seq.; or
- iii. An employee information report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor, in accordance with N.J.A.C. 17:27 et seq.

The successful proposer shall also be required to comply with the Mandatory Equal Employment Opportunity Language for Goods, Professional Services and General Services as set forth in this RFP. This language will be incorporated into and made a part of the contract as an exhibit thereto.

Proposers shall complete and submit the Affirmative Action Compliance Form with their Proposal.

Americans with Disabilities Act of 1990

Discrimination on the basis of disability in contracting for the purchase of goods and services is prohibited. RFP submitters are required to read Americans with Disabilities language that is included in Forms section of this solicitation and agree that the provisions of Title II of the Act are made a part of the Contract. The Contractor is obligated to comply with the Act and to hold the Borough harmless. **Proposers shall acknowledge the ADA requirements and return a completed said form with the RFP Forms.**

New Jersey Anti-Discrimination N.S.S.A. 10:2-1

There shall be no discrimination against any employee engaged in the work required to produce the goods and services covered by any contract resulting from this bid, or against any applicant to such employment because of race, religion, sex, national origin, creed, color, ancestry, age, marital status, affectional or sexual orientation, familial status, liability for service in the Armed Forces of the United States, or nationality. This provision shall include, but not be limited to the following: employment upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The contractor shall insert a similar provision in all subcontracts to be covered by any contract resulting from this bid.

Business Registration Certificate (N.J.S.A. 52:32-44)

Pursuant to N.J.S.A. 52:42-44, prior to the award of contract (but preferably with their proposal), all Respondents should submit with their proposal package a copy of their "New Jersey Business Registration Certificate" as issued by the Department of Treasury of the State of New Jersey. Such certificate shall have been issued prior to the proposal due date and time. It is recommended that Respondent submit said Certificate with its Proposal.

Ownership Disclosure Statement

Pursuant to N.J.S.A. 52:25-24.2, the Bidder shall submit with its Bid, or prior to receipt of bids, a statement setting forth the names and addresses of all stockholders in the corporation, partnership or other business entity bidding who own ten percent (10%) or greater interest therein.

If one or more such stockholder or partner is itself a corporation, partnership or other business entity, the Bidder shall submit further disclosures for such entity pursuant to the law.

Political Contribution Disclosure Statement — Pay To Play.

A business entity as defined by law is advised of its responsibility to file an annual disclosure statement on political contributions with the ELEC pursuant to N.J.S.A. 19:44A-20.13 (P.L. 2005 Chapter 271 Section 3) if the business entity receives contacts in excess of \$50,000 from public entities in a calendar year. It is the business entity's responsibility to determine if filing is necessary. Additional information on this requirement is available from the New Jersey Election Law Enforcement Commission at 1-888-313-3532 or at www.elec.nj.us.

Chapter 271 Political Contribution Disclosure Form All respondents shall submit with their Proposal package a completed and signed Chapter 271 Political Contribution Disclosure Form.

Non-Collusion Affidavit

The Proposer shall submit with its proposal, a statement of non-collusion.

Disclosure of Investments In Iran Form.

Pursuant to N.J.S.A. 52:32-5, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification enclosed in the bid to attest, under penalty of perjury, that the person or entity, or one of 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 Borough 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.

BOROUGH OF METUCHEN

CHECKLIST

SUBMISSION DATE: July 9, 2024, at 11:00 a.m.

The following items shall be provided with the receipt of sealed submissions:

1. RFP/BID SUBMISSION CHECKLIST –FORM A
2. PROPOSAL BASED ON RFP/BID SPECIFICATIONS & QUESTIONNAIRE – FORM B
3. PROFESSIONAL SERVICE ENTITY INFORMATION – FORM C
4. NON-COLLUSION AFFIDAVIT – FORM D
5. OWNERSHIP DISCLOSURE STATEMENT/STOCKHOLDER STATEMENT OF OWNERSHIP – FORM E
6. NEW JERSEY BUSINESS REGISTRATION CERTIFICATE – FORM F
7. MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE – FORM G
8. AFFIRMATIVE ACTION COMPLIANCE NOTICE – FORM H
9. AMERICANS WITH DISABILITIES ACT OF 1990 – FORM I
10. C. 271 POLITICAL DISCLOSURE STATEMENT – FORM J
11. DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN – FORM K
12. ACKNOWLEDGEMENT OF ADDENDA- FORM N
13. COMPLETED W-9 – FORM L
14. CERTIFICATION OF NONDEBARMENT OF FEDERAL CONTRACTS – FORM M
15. INSURANCE REQUIREMENTS AND ACKNOWLEDGEMENT – FORM N
16. ACKNOWLEDGEMENT OF ADDENDA- FORM O
17. FORM OF CONTRACT – FORM P

Reminder

Please submit one (1) original and one (1) additional copy of the sealed submission.

**STANDARDIZED SUBMISSION REQUIREMENTS & SELECTION CRITERIA
(FAIR & OPEN PUBLIC SOLICITATION PROCESS FOR PROFESSIONAL
SERVICES)**

The Borough of Metuchen is seeking sealed submissions in response to a Public Notice for the Solicitation of a Professional Service Contract.

The standardized submission requirements shall include:

1. Names and roles of the individuals who will perform the services/tasks and descriptions of their experience with projects similar to the services contained herein including their education, degrees, and certifications
2. References and record of success of same or similar service.
3. Description of ability to provide the services in a timely fashion (including staffing, familiarity, and location of key staff).
4. Cost details; including the hourly rates of each of the individuals who will perform services and time estimates for each individual, all expenses and total cost of “not to exceed” amount.
5. Other factor is determined to be in the best interest of the Borough of Metuchen.

The selection criteria to be used in awarding contracts shall include:

1. Qualifications of the individuals who will perform the services/tasks and the amounts of their respective participation.
2. Experience and references.
3. Ability to perform the services/tasks in a timely fashion, including staffing and familiarity with the subject matter.
4. Cost consideration - including, but not limited to, historical costs for similar professional services, expertise involved and comparable costs for comparable public entities.
5. Other factor is determined to be in the best interest of the Borough of Metuchen.

Please Note this Additional Requirement:

All Urban Park Planner Professional services entities shall submit one (1) original and one (1) copy of their sealed submission, on, July 9, 2024, at 11:00 a.m.

After the submission opening, a PDF file of the submission for Borough Professional Urban Planner shall be e-mailed to dzupan@metuchen.com.

BOROUGH OF METUCHEN
Request For Proposals – Professional Services
URBAN PARK PLANNER

PROPOSAL FORMS AND DOCUMENTS

Proposal Form A
RFP SUBMISSION CHECKLIST

The following items, as indicated below (X), shall be provided with the receipt of sealed submissions:

1. READ AND UNDERSTAND REQUIREMENTS OF RFP/BID
2. RFP/BID SUBMISSION CHECKLIST – **FORM A**
3. PROPOSAL/BID BASED ON RFP SPECIFICATIONS & QUESTIONNAIRE- **FORM B**
4. PROFESSIONAL SERVICE ENTITY INFORMATION – **FORM C**
5. NON-COLLUSION AFFIDAVIT – **FORM D**
6. OWNERSHIP DISCLOSURE/STOCKHOLDER STATEMENT – **FORM E**
7. NEW JERSEY BUSINESS REGISTRATION CERTIFICATE – **FORM F**
8. MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE – **FORM G**
9. AFFIRMATIVE ACTION COMPLIANCE NOTICE – **FORM H**
10. AMERICANS WITH DISABILITIES ACT OF 1990 – **FORM I**
11. C. 271 POLITICAL DISCLOSURE STATEMENT – **FORM J**
12. DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN – **FORM K**
13. SUBMITTED A COMPLETED W-9 – **FORM L**
14. CERTIFICATION OF NONDEBARMENT OF FEDERAL CONTRACTS – **FORM M**
15. INSURANCE REQUIREMENTS AND ACKNOWLEDGEMENT - **FORM N**
16. ACKNOWLEDGEMENT OF ADDENDA – **FORM O**
17. FORM OF CONTRACT - **FORM P**

Company Name

Date

Printed Name

Title

Signature

Proposal Form B

Attach detailed proposal in response to specifications

QUESTIONNAIRE/SUBMISSION FORM

1. Names and roles of the individuals who will perform the services and description of their education and experience with projects similar to the services contained herein including their education, degrees, and certifications:

2. References and record of success of same or similar service:

3. Description of ability to provide the services in a timely fashion (including staffing, familiarity, and location of key staff):

4. Cost details, including the hourly rates of each of the individuals who will perform services, and all expenses:

Note: Attach additional sheets as necessary.

Firm _____ Date: _____

Authorized Representative (Print):

Signature: _____
Title: _____

Telephone #: _____
Fax #: _____

Proposal Form C

PROFESSIONAL SERVICE ENTITY INFORMATION FORM

If the Professional Service Entity is an *INDIVIDUAL*, sign name and give the following information:

Name: _____

Address: _____

Telephone No.: _____ Social Security No.: _____

Fax No.: _____ E-Mail: _____

If individual has a TRADE NAME, give such trade name:

Trading As: _____ Telephone No.: _____

If the Professional Service Entity is a *PARTNERSHIP*, give the following information:

Name of Partners:

Firm Name:

Address: _____

Telephone No.: _____ Federal I.D. No.: _____

Fax No.: _____ E-Mail: _____

Social Security No.:

Signature of authorized agent:

If the Professional Service Entity is *INCORPORATED*, give the following information:

State under whose laws incorporated: _____

Location of principal office: _____

Telephone No.: _____ Federal I.D. No.: _____

Fax No.: _____ E-Mail: _____

Name of agent in charge of said office upon whom notice may be legally served: _____

Telephone No.: _____ Name of Corporation: _____

Signature: _____ By: _____

Title: _____ Address: _____

Proposal Form D

NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY
COUNTY OF _____

I, _____, of the (City, Town, Borough) of _____, 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 Company/Provider (“Company”) making the Proposal for the project or service set forth herein, and that I executed the said Proposal with full authority to do so; that said Company 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; that said Company or its employees has not bribed or attempted to bribe or influence in any way, including the provision of gifts and services, any officer or employee of the Borough in an attempt to influence the awarding of the subject contract; and that all statements contained in said Proposal and in this affidavit are true and correct, and made with full knowledge, and the State of New Jersey relies upon the truth of the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the Company. (N.J.S.A. 52:34-15)

Subscribed and sworn to before me
This _____ day of _____, 20__.

The above information is true and correct
to the best of my knowledge.

Company’s Authorized Representative:

(Seal) Notary Public of New Jersey/

Name: _____
(Printed/Typed)

Specify Other State (_____)

Title: _____
(Printed/Typed)

My commission expires ____, 20__.

Signature: _____

Proposal Form E
OWNERSHIP DISCLOSURE FORM

<p>VENDOR NAME:</p> <hr style="border: 1px solid black;"/>

PURSUANT TO N.J.S.A. 52:25-24.2, ALL PARTIES ENTERING INTO A CONTRACT WITH THE STATE/GOVERNMENTAL UNIT ARE REQUIRED TO PROVIDE A STATEMENT OF OWNERSHIP.
Please answer all questions and complete the information requested.

- | | YES | NO |
|--|--------------------------|--------------------------|
| 1. The vendor is a Non-Profit Entity ; and therefore, no disclosure is necessary. | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. The vendor is a Sole Proprietor ; and therefore, no other disclosure is necessary.
A Sole Proprietor is a person who owns an unincorporated business by himself or her-self.
A limited liability company with a single member is not a Sole Proprietor. | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. The vendor is a corporation, partnership, or limited liability company with individuals, partners, members, stockholders, corporations, partnerships, or limited liability companies owning a 10% or greater interest; and <input type="checkbox"/> therefore, <input type="checkbox"/> disclosure is necessary. | <input type="checkbox"/> | <input type="checkbox"/> |

If you answered **YES** to Question 3, you must disclose the information requested in the space below.*

- (a) the names and addresses of all stockholders in the corporation who own 10% or more of its stock, of any class;
- (b) all individual partners in the partnership who own a 10% or greater interest therein; or,
- (c) all members in the limited liability company who own a 10% or greater interest therein.

NAME _____
ADDRES _____
S _____
ADDRES _____
c _____

NAME _____
ADDRES _____
S _____
ADDRES _____
c _____

NAME _____
ADDRES _____
S _____
ADDRES _____
c _____

NAME _____
ADDRES _____
S _____
ADDRES _____
c _____

- | | YES | NO |
|---|--------------------------|--------------------------|
| 4. For each of the corporations, partnerships, or limited liability companies identified in response to Question #3 above, are there any individuals, partners, members, stockholders, corporations, partnerships, or limited liability companies owning a 10% or greater interest of those listed business entities? | <input type="checkbox"/> | <input type="checkbox"/> |

If you answered **YES** to Question 4, you must disclose the information requested in the space below.*

- (a) the names and addresses of all stockholders in the corporation who own 10% or more of its stock, of any class;
- (b) all individual partners in the partnership who own a 10% or greater interest therein; or,
- (c) all members in the limited liability company who own a 10% or greater interest therein. The disclosure(s) shall be continued until the names and addresses of every non-corporate stockholder, individual partner, and/or member a 10% or greater interest has been identified.

NAME _____
ADDRES _____
S _____
ADDRES _____
c _____

NAME _____
ADDRES _____
S _____
ADDRES _____
c _____

NAME			
ADDRESS			
S			
ADDRESS			
S			
CITY	STATE	ZI	P
NAME			
ADDRESS			
S			
ADDRESS			
S			
CITY	STATE	ZI	P

5 IF ANY OF THE AFOREMENTIONED STOCKHOLDERS ARE A CORPORATION, PARTNERSHIP OR OTHER BUSINESS ENTITY, WHEREBY THEY HOLD 10% (TEN PERCENT) OR MORE OF ANY CLASS STOCK IN

BIDDING CORPORATION, PARTNERSHIP OR OTHER BUSINESS ENTITY, THEY MUST ALSO PROVIDE THE INFORMATION REQUESTED ABOVE.

** Attach additional sheets if necessary*

Subscribed and sworn to before me
This _____ day of _____, 2024.

(Seal) Notary Public of New Jersey/
Specify Other State
My commission Expires _____, 20__.

The above information is true and correct
to the best of my knowledge.

(Signature)

(Name)

(Address)

(Title)

Proposal Form F
New Jersey Business Registration Requirements (Informational)

New Jersey Business Registration Requirements

The contractor will provide written notice to its subcontractors of the responsibility to submit proof of business registration to the contractor. Before final payment on the contract is made by the contracting agency, the contractor will submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract or will attest that no subcontractors were used.

For the term of the contract, the contractor and each of its affiliates and a subcontractor and each of its affiliates [N.J.S.A.52:32-44 (g)(3)]will collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sale and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency. A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L.2001, c.134(C.52:32-44 et al.) or subsection e. or f. of section 92 of P.L.1977, c.110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, will be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.

To register: Businesses must complete **Form NJ-REG** and submit it to the Division of Revenue. The form can be filed online or by mailing a paper form to the Division; online filing is encouraged.

- Register online at www.nj.gov/treasury/revenue/taxreg.htm. Click the “online” link and then select “Register for Tax and Employer Purposes.”
- Download the paper form and instructions at www.nj.gov/treasury/revenue/revprnt.htm.
- Call the Division at 800-292-1730 to have a form mailed to you or Write to the Division at: Client Registration Bureau, PO Box 252, Trenton, NJ 08646-0252.

Company Name

Date

Signature

Title

Printed Name

Attach New Jersey Business Registration Certificate to Proposal Form F

Proposal Form G

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 take affirmative action to ensure that such applicants are recruited and employed, 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 action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

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

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act 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 employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to 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, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

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 applicable 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, 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

The contractor and its subcontractors shall furnish such reports or other documents to the Div. of Contract Compliance & EEO 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 Div. of Contract Compliance & EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

Company Name

Date

Signature

Title

Printed Name

Proposal Form H

AFFIRMATIVE ACTION COMPLIANCE NOTICE N.J.S.A. 10:5-31 and N.J.A.C. 17:27

GOODS AND SERVICES CONTRACTS

This form is a summary of the successful Contractor's requirement to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et seq.

The successful Contractor shall submit to the public agency, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

(a) A copy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

(b) A copy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

OR

(c) A copy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

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

The successful vendor(s) must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the vendor copy is retained by the vendor.

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 contractor 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

Date

Signature

Title

Printed Name

Attach New Jersey Employee Information Certificate to Proposal Form G

Proposal Form I

AMERICANS WITH DISABILITIES ACT OF 1990

Equal Opportunity for Individuals with Disability

The Contractor and the Borough, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans with Disabilities Act of 1990 (the "Act") (42 U.S.C. *SI21 01* et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the Contractor agrees that the performance will be in strict compliance with the Act. In the event that the Contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the Contractor will defend the owner in any action or administrative proceeding commenced pursuant to this Act. The Contractor will indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The Contractor will, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the Contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the Contractor will satisfy and discharge the same at its own expense.

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

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

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

By signing below the contractor agrees that they will comply with the AMERICANS WITH DISABILITIES ACT OF 1990:

Witness:

Signature

Date

Authorized Signature and Title

Date

Proposal Form J

C. 271 Political Contribution Disclosure Form Contractor Instructions

Business entities (contractors) receiving contracts from a public agency are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor will disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
 - of the public entity awarding the contract
 - of that county in which that public entity is located
 - of another public entity within that county
 - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county.

The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 52:34-25(b) itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an “interest:” ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity, and filing as continuing political committees, (PACs).

When the business entity is a natural person, “a contribution by that person’s spouse or child, residing therewith, will be deemed to be a contribution by the business entity.” [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions will be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor’s responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile may be used as the contractor’s submission and is disclosable to the public under the Open Public Records Act.

N.J.S.A. 19:44A-3(s): “The term “legislative leadership committee” means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate,

the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures.”

**List of Agencies with Elected Officials Required for Political Contribution Disclosure
N.J.S.A. 19:44A-20.26**

County Name: Middlesex

State: Governor, and Legislative Leadership Committees

Legislative District #: 13, 14, 17, 18, 19, 22

State Senator and two members of the General Assembly per district.

County:

Freeholders

County Clerk

Sheriff

Surrogate

Municipalities (Mayor and members of governing body, regardless of title):

Carteret Borough	Middlesex Borough	Sayreville Borough
Cranbury Township	Milltown Borough	South Amboy City
Dunellen Borough	Monroe Township	South Brunswick Township
East Brunswick Township	New Brunswick City	South Plainfield Borough
Edison Township	North Brunswick Township	South River Borough
Helmetta Borough	Old Bridge Township	Spotswood Borough
Highland Park Borough	Perth Amboy City	Woodbridge Township
Jamesburg Borough	Piscataway Township	
Metuchen Borough	Plainsboro Township	

Boards of Education (Members of the Board):

Carteret Borough	Metuchen Borough	Sayreville Borough
Cranbury Township	Middlesex Borough	South Amboy City
Dunellen Borough	Milltown Borough	South Brunswick Township
East Brunswick Township	Monroe Township	South Plainfield Borough
Edison Township	North Brunswick Township	South River Borough
Helmetta Borough	Old Bridge Township	Spotswood Borough
Highland Park Borough	Perth Amboy City	West Windsor-Plainsboro Regional
Jamesburg Borough	Piscataway Township	Woodbridge Township

Fire Districts (Board of Fire Commissioners):

East Brunswick Township Fire District No. 1
East Brunswick Township Fire District No. 2

East Brunswick Township Fire District No. 3
Jamesburg Borough Fire District No. 1
Monroe Township Fire District No. 1
Monroe Township Fire District No. 2
Monroe Township Fire District No. 3
Old Bridge Township Fire District No. 1
Old Bridge Township Fire District No. 2
Old Bridge Township Fire District No. 3
Old Bridge Township Fire District No. 4
Piscataway Township Fire District No. 1
Piscataway Township Fire District No. 2
Piscataway Township Fire District No. 3
Piscataway Township Fire District No. 4
Plainsboro Township Fire District No. 1
South Brunswick Township Fire District No. 1
South Brunswick Township Fire District No. 2
South Brunswick Township Fire District No. 3
Woodbridge Township Fire District No. 1
Woodbridge Township Fire District No. 2
Woodbridge Township Fire District No. 4
Woodbridge Township Fire District No. 5
Woodbridge Township Fire District No. 7
Woodbridge Township Fire District No. 8
Woodbridge Township Fire District No. 9
Woodbridge Township Fire District No. 10
Woodbridge Township Fire District No. 11
Woodbridge Township Fire District No. 12

<u>Proposal Form K</u>		
Disclosure of Investment Activities in Iran		
Person or Entity		
Part 1: Certification		
<p style="text-align: center;">COMPLETE PART 1 BY CHECKING <u>EITHER BOX.</u></p> <p>Pursuant to Public Law 2012, c. 25, any person or entity that is a successful bidder or proposer, or otherwise proposes to enter into or renew a contract, must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any parent entity, subsidiary, or affiliate is identified on the State Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The list is found on Treasury's website at www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf.</p> <p>The Chapter 25 list must be reviewed prior to completing the below certification. If a vendor or contractor is found to be in violation of law, action may be taken as appropriate and as may provided by law, rule or contract, including but not limited to imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.</p>		
<input type="checkbox"/>	<p><i>I certify, pursuant to Public Law 2012, c. 25, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate thereof is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification below.</i></p>	
OR		



I am unable to certify as above because the person or entity and/or a parent entity, subsidiary, or affiliate thereof is listed on the N.J. Department of the Treasury's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below sign and complete the Certification below.

Part 2: Additional Information

PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN.

You must provide a detailed, accurate and precise description of the activities of the person or entity, or a parent entity, subsidiary, or affiliate thereof engaging in investment activities in Iran below and, if more space is needed, on additional sheets provided by you.

Part 3: Certification of True and Complete Information

I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments there 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 **Borough of Metuchen** 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 **Borough of Metuchen** to notify the **Borough of Metuchen** in writing of any changes to the answers of information contained herein.*

*I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the **Borough of Metuchen** and that the **Borough of Metuchen** at its option may declare any contract(s) resulting from this certification void and unenforceable.*

Full Name (Print)		Title	
Signature			Date

Proposal Form L

W-9

Attach Completed and Executed W-9 to Proposal Form L

Proposal Form M

STANDARD BID DOCUMENT REFERENCE	
Name of Form:	FEDERAL NON-DEBARMENT CERTIFICATION
Statutory Reference:	N.J.S.A. 52:32-44.1 (P.L. 2019, c.406)
Description:	Meets statutory criteria for certification of non-debarment by a federal government agency.

Summary of the Certification Requirements under N.J.S.A. 52:32-44.1

Pursuant to state law any natural person, company, firm, association, corporation, or other entity prohibited, or “debarred,” from contracting with the federal government agencies, shall also be prohibited from contracting for public work in the state of New Jersey. This prohibition also extends to any affiliate organization(s) held by or subject to the control of an entity of that prohibited person or entity.

Prior to awarding a contract for public work a local units must obtain written certification from the contracting person or entity through the form below, attesting to their non-debarment from contracting with federal government agencies. Contracting units are reminded that they must fill-in the boilerplate information in the certification sections of Parts II through IV regarding their name and type of contracting unit before using the form.

Borough of Metuchen
CERTIFICATION OF NON-DEBARMENT
FOR FEDERAL GOVERNMENT CONTRACTS
N.J.S.A. 52:32-44.1 (P.L. 2019, c.406)

This certification shall be completed, certified to, and submitted to the contracting unit prior to contract award, except for emergency contracts where submission is required prior to payment.

PART I: VENDOR INFORMATION	
Individual or Organization Name	
Address of Individual or Organization	
DUNS Code (If applicable)	
CAGE Code (If applicable)	
Check the box that represents the type of business organization:	

- Sole Proprietorship (skip Parts III and IV) Non-Profit Corporation (skip Parts III and IV)
 For-Profit Corporation (any type) Limited Liability Company (LLC) Partnership
 Limited Partnership Limited Liability Partnership (LLP)
 Other (be specific): _____

PART II – CERTIFICATION OF NON-DEBARMENT: Individual or Organization
I hereby certify that the individual or organization listed above in Part I is not debarred by the federal government from contracting with a federal agency. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that the <i>Borough of Metuchen</i> is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award by <i>the Borough of Metuchen</i> to notify the <i>Borough of Metuchen</i> 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 Borough of Metuchen , permitting the Borough of Metuchen to declare any contract(s) resulting from this certification void and unenforceable.			
Full Name (Print):		Title:	
Signature:		Date:	
PART III – CERTIFICATION OF NON-DEBARMENT: Individual or Entity Owning Greater than 50 Percent of Organization			
Section A (Check the Box that applies)			
<input type="checkbox"/>	Below is the name and address of the stockholder in the corporation who owns more than 50 percent of its voting stock, or of the partner in the partnership who owns more than 50 percent interest therein, or of the member of the limited liability company owning more than 50 percent interest therein, as the case may be.		
Name of Individual or Organization			
Home Address (for Individual) or Business Address			
OR			
<input type="checkbox"/>	No one stockholder in the corporation owns more than 50 percent of its voting stock, or no partner in the partnership owns more than 50 percent interest therein, or no member in the limited liability company owns more than 50 percent interest therein, as the case may be.		
Section B (Skip if no Business entity is listed in Section A above)			
<input type="checkbox"/>	Below is the name and address of the stockholder in the corporation who owns more than 50 percent of the voting stock of the organization's parent entity, or of the partner in the partnership who owns more than 50 percent interest in the organization's parent entity, or of the member of the limited liability company owning more than 50 percent interest in organization's parent entity, as the case may be.		
Stockholder/Partner/Member Owning Greater Than 50 Percent of Parent Entity			
Home Address (for Individual) or Business Address			
OR			
<input type="checkbox"/>	No one stockholder in the parent entity corporation owns more than 50 percent of its voting stock, no partner in the parent entity partnership owns more than 50 percent interest therein, or no member in the parent entity limited liability company owns more than 50 percent interest therein, as the case may be.		
Section C – Part III Certification			
I hereby certify that no individual or organization that is debarred by the federal government from contracting with a federal agency owns greater than 50 percent of the Organization listed above in Part I or, if applicable, owns greater than 50 percent of a parent entity of _____. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that the Borough of Metuchen is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the			

date of contract award **to the Borough of Metuchen** to notify the **Borough of Metuchen** 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 **Borough of Metuchen** permitting the **Borough of Metuchen** to declare any contract(s) resulting from this certification void and unenforceable.

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

Part IV – CERTIFICATION OF NON-DEBARMENT: Contractor – Controlled Entities

Section A

Below is the name and address of the corporation(s) in which the **Organization listed in Part I** owns more than 50 percent of voting stock, or of the partnership(s) in which the **Organization listed in Part I** owns more than 50 percent interest therein, or of the limited liability company or companies in which the **Organization listed above in Part I** owns more than 50 percent interest therein, as the case may be.

Name of Business Entity	Business Address

****Add additional sheets if necessary****

OR

The **Organization listed above in Part I** does not own greater than 50 percent of the voting stock in any corporation and does not own greater than 50 percent interest in any partnership or any limited liability company.

Section B (skip if no business entities are listed in Section A of Part IV)

Below are the names and addresses of any entities in which an entity listed in Part III A owns greater than 50 percent of the voting stock (corporation) or owns greater than 50 percent interest (partnership or limited liability company).

Name of Business Entity Controlled by Entity Listed in Section A of Part IV	Business Address

****Add additional Sheets if necessary****

OR

No entity listed in Part III A owns greater than 50 percent of the voting stock in any corporation or owns greater than 50 percent interest in any partnership or limited liability company.

Section C – Part IV Certification

I hereby certify that the **Organization listed above in Part I** does not own greater than 50 percent of any entity that that is debarred by the federal government from contracting with a federal agency and, if applicable, does not own

greater than 50 percent of any entity that in turns owns greater than 50 percent of any entity debarred by the federal government from contracting with a federal agency. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that the **Borough of Metuchen** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award by **the Borough of Metuchen** to notify the **Borough of Metuchen** 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 **Borough of Metuchen**, permitting the **Borough of Metuchen** to declare any contract(s) resulting from this certification void and unenforceable.

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

Proposal Form N

INSURANCE REQUIREMENTS AND ACKNOWLEDGEMENT

Certificate(s) of Insurance shall be filed with the Borough's Clerk's Office upon award of contract by the Borough Council.

The minimum amount of insurance to be carried by the Professional Service Entity shall be as follows:

PROFESSIONAL LIABILITY INSURANCE- SEE GROUP 1 (SMALL)

Limits shall be a minimum of \$1,000,000.00 for each claim and \$1,000,000.00 aggregate each policy period.

Acknowledgement of Insurance Requirement:

(Signature)

(Date)

(Printed Name and Title)



Standard Insurance Guidelines
Third Party Providers

PROVIDER shall make effective the following minimum insurances and follow all provisions, at its own expense, prior to commencement of the services in this agreement. Such insurance requirements shall apply to PROVIDER and any sub-providers of PROVIDER.

Group 1 (Small)

Scope: Maintenance, Repair, Small Services, Use of Premises

Insurance Coverages

1. Commercial General Liability: \$1,000,000 Each Occurrence / \$2,000,000 Aggregate
 - a. Liquor Liability, Sexual Abuse / Molestation and Athletic Activities must be included
 - b. Completed Operations must be included
 2. Business Automobile Liability: \$1,000,000 combined single limit any one accident
 - a. All owned, hired or non-owned automobiles used in connection with this agreement
 3. Professional Liability/Errors & Omissions Liability: \$1,000,000 each claim / \$1,000,000 annual aggregate
 - a. Must not contain cyber, privacy or network-related exclusions
 4. Workers' Compensation: Statutory
 5. Employers' Liability: \$1,000,000
 6. Crime: \$1,000,000
 - a. Must include Employee Theft and Client Coverage
 7. Cyber Liability: \$1,000,000 Each Claim / \$1,000,000 Aggregate
-

Group 2 (Medium)

Scope: Medium Maintenance/Repair, Small Renovation/Construction, Medium Services

Insurance Coverages

1. Commercial General Liability: \$5,000,000 Each Occurrence / \$5,000,000 Aggregate
 - a. Liquor Liability, Sexual Abuse / Molestation and Athletic Activities must be included
 - b. Completed Operations must be included
 2. Business Automobile Liability: \$1,000,000 combined single limit any one accident
 - a. All owned, hired or non-owned automobiles used in connection with this agreement
 3. Professional Liability/Errors & Omissions Liability: \$1,000,000 each claim / \$1,000,000 annual aggregate
 - a. Must not contain cyber, privacy or network-related exclusions
 4. Workers' Compensation: Statutory
 5. Employers' Liability: \$1,000,000
 6. Crime: \$1,000,000
 - a. Must include Employee Theft and Client Coverage
 7. Cyber Liability: \$1,000,000 Each Claim / \$1,000,000 Aggregate
-





Group 3 (Larger)

Scope: Renovation, Construction, Significant Service Agreements, MEL Firework/Mechanical Amusement Ride Requirements, MEL Public Entity Shared Services Guidelines

Insurance Coverages

1. Commercial General Liability: \$5,000,000 Each Occurrence / \$5,000,000 Aggregate
 - a. Liquor Liability, Sexual Abuse / Molestation and Athletic Activities must be included
 - b. Completed Operations must be included
 2. Business Automobile Liability: \$5,000,000 combined single limit any one accident
 - a. All owned, hired or non-owned automobiles used in connection with this agreement
 3. Professional Liability/Errors & Omissions Liability: \$5,000,000 each claim / \$5,000,000 annual aggregate
 - a. Must not contain cyber, privacy or network-related exclusions
 4. Workers' Compensation: Statutory
 5. Employers' Liability: \$1,000,000
 6. Crime: \$1,000,000
 - a. Must include Employee Theft and Client Coverage
 7. Environmental Liability: \$5,000,000 Each Act / \$5,000,000 Aggregate
 8. Cyber Liability: \$3,000,000 Each Claim / \$3,000,000 Aggregate
-

Group 4 (Large)

Scope: Large Projects, Large Agreements

Insurance Coverages

1. Commercial General Liability: \$10,000,000 Each Occurrence / \$10,000,000 Aggregate
 - a. Liquor Liability, Sexual Abuse / Molestation and Athletic Activities must be included
 - b. Completed Operations must be included
 2. Business Automobile Liability: \$5,000,000 combined single limit any one accident
 - a. All owned, hired or non-owned automobiles used in connection with this agreement
 3. Professional Liability/Errors & Omissions Liability: \$10,000,000 each claim / \$10,000,000 annual aggregate
 - a. Must not contain cyber, privacy or network-related exclusions
 4. Workers' Compensation: Statutory
 5. Employers' Liability: \$1,000,000
 6. Crime: \$5,000,000
 - a. Must include Employee Theft and Client Coverage
 8. Environmental Liability: \$10,000,000 Each Act / \$10,000,000 Aggregate
 9. Cyber Liability: \$5,000,000 Each Claim / \$5,000,000 Aggregate
-





Additional Insurance Provisions

- Any combination of primary and umbrella/excess policies may be used to satisfy the limits. All below provisions shall also apply to the umbrella/excess policies for such coverages listed below.
- All coverages shall remain in effect for the life of the agreement and for three (3) years thereafter. As respects any claims-made coverages, any combination of renewal policies and extended reporting periods may be used to satisfy such time period; however, no extended reporting period shall be effected for the work under this agreement until the last work has been completed.
- Any retroactive dates, or the similar, must be no later than the effective date of this agreement.
- All insurance shall be procured from insurers permitted to do business in the United States and having an A.M. Best rating of at least "A-: VIII", or the S&P equivalent.
 - If no such rating, self-insured or the like, MEMBER has the right to request and review the financials of such.
- All General Liability, Automobile Liability, Professional Liability, Environmental Liability and Cyber Liability coverages shall name MEMBER as an additional insured on a primary and non-contributory basis.
- MEMBER shall be named as Loss Payee on the Crime coverages.
- All coverages shall contain Waiver of Subrogation provisions, as allowed by law, in favor of MEMBER.
- At least thirty (30) days written notice of cancellation or non-renewal (10 days for non-payment) of any of the coverages shall be provided to MEMBER.
- Full "cross liability" / "severability of interests" / "separation of insureds" provisions shall be provided on all coverages.
- All insurances must be applicable to and cover the operations/services described in this agreement.
- Remove reverse Hold Harmless clauses.
- As respects individuals opting-out of the Workers' Compensation coverage, such individuals shall not work on the subject (project, services) in this agreement.

The amounts of the insurances or the carrying of the insurances described shall in no way be interpreted as relieving the PROVIDER of any responsibility or liability under the agreement. Any type of insurance or any increase in limits of liability not described above which the PROVIDER requires for its own protection or on account of statute shall be its own responsibility and at its own expense. PROVIDER shall promptly notify MEMBER and the appropriate insurance company(ies) in writing of any accident(s) or circumstance(s), as well as any claim, suit or process received by the PROVIDER arising in the course of operations under the agreement. The PROVIDER shall forward such documents received to its insurance company(ies), as soon as practicable, or as required by its insurance policy(ies).



Proposal Form O

ACKNOWLEDGEMENT OF ADDENDA – CORRECTIONS, ADDITIONS AND DELETIONS FORM

I, _____ of the firm

hereby acknowledge that any corrections, additions and/or deletions have been initialed and dated in this Submission Package.

(Signature)

(Type or Print name of affiant and Title, under signature)

(Date)

*TO BE SUBMITTED IF AN ADDENDA IS ISSUED.

Proposal Form P

**BOROUGH OF METUCHEN
PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT, made as of the ___ day of January, 2024, between, **THE BOROUGH OF METUCHEN**, a municipal corporation of the State of New Jersey with offices located at 500 Main Street, Metuchen, New Jersey 08840 (hereinafter, “Borough”) and

_____ with offices located at _____ (hereinafter, “Consultant”),

WITNESSETH:

WHEREAS, the Borough requires the professional _____ services; and

WHEREAS, the Borough conducted a “fair and open” process and issued and provided public notice of a Request for Proposals/Qualifications for said professional services; and

WHEREAS, Consultant submitted a response to the Borough’s Request for Proposals/Qualifications; and

WHEREAS, the Borough determined that the Consultant is qualified and capable of and willing to perform such services; and

WHEREAS, the Borough, by way of Resolution authorized an award of contract to the Consultant to perform said services to or on behalf of the Borough which is attached hereto as **Exhibit A**; and

WHEREAS, it is the intention of the parties to this Agreement that no employee and/or representative of the Consultant be considered an employee of the Borough, but rather the Consultant and its employees and representatives are an independent contractor of the Borough in providing the aforementioned services to the Borough under contract.

NOW, THEREFORE, IT IS AGREED by and between the parties hereto as follows:

1. CONTRACT DOCUMENTS. The parties agree that the terms and conditions contained in the following documents comprise and make-up the entire agreement between the Parties and are binding on all parties as if all terms and conditions contained in the Contract Documents were set forth in this Agreement:

- a. Resolution No. 2024-___ adopted on ___, 2024 (See ***Exhibit A***)
- b. This Agreement.
- c. Consultant's Proposal dated _____. (See ***Exhibit B***)
- d. The Borough's Request for Proposal/Qualifications and terms and requirements therein. (See ***Exhibit C***)

In the event that any provisions of one of the aforementioned documents conflict with the provisions of another document, the provisions in the document first listed above shall govern, except as otherwise specifically stated.

2. SCOPE OF SERVICES. Consultant agrees to provide all the necessary and proper professional services as required by Borough ("Services") and set forth in ***Exhibits A,*** and ***C*** and to perform the duties and obligations of _____ and such other services as may from time-to-time be assigned by the Borough (collectively, the "Professional Services"), and shall do, perform and carry out the Professional Services in a satisfactory and proper manner. The Consultant agrees to supply the Borough with updates, in increments as determined by the Borough, outlining the status of the Services supplied under this Agreement. The

Consultant also agrees to attend any meetings requested by the Borough. The Consultant shall comply with and require that anyone providing the Services on behalf of the Consultant comply with, all applicable requirements of Local, County, State and Federal authorities, all applicable Local, County, State and Federal laws, rules, ordinances, regulations and codes and all Borough policies, now or hereafter in force and effect to the extent that they directly or indirectly bear upon the subject matter of this Agreement. The Consultant and anyone providing the Services on behalf of the Consultant shall, without limitation of the aforementioned, comply with the anti-discrimination provisions of N.J.S.A. 10:2-1 et seq., the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1 et seq., N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27-1.1 et seq., N.J.A.C. 6:4-1.6, as recodified in N.J.A.C. 6A:7-1 et seq., Title VII of the Civil Rights Act of 1964 and Title 11 of the Americans With Disabilities Act of 1990.

3. **STANDARD OF CARE.** The Consultant and anyone providing the Services on behalf of the Consultant shall provide the Services in accordance with the generally accepted standards of members of the same profession, practice trade and industry.

4. **COMPENSATION.**

A. The Consultant shall be compensated in accordance with the following rates approved by the BOROUGH limited to the maximum amount set forth in Exhibit A:

[Approved Hourly Rate Schedule to be inserted]

B. In no event shall Consultant's rates be amended during the term of this Agreement. Additionally, in no case shall the cost of the services for the term of this

Agreement exceed the maximum amount set forth in Exhibit A, unless approved in writing by the Borough.

C. The Consultant shall submit duly verified monthly invoices to the Borough, which invoices shall be reviewed by the Borough's Administration within thirty (30) days of receipt. Within five (5) business days of completing the review of the Consultant's verified invoice the Borough's Administration will prepare the necessary documentation and forward that invoice to the Borough Council for action and payment if there is no inconsistency identified with the invoice. If the Borough's Administration determines that a monthly invoice is inconsistent with the work completed for the month or is otherwise inconsistent with this Agreement, the Borough's Administration shall notify the Consultant within five (5) business days of completing the review of the inconsistency of the Consultant's verified monthly invoice for correction. Upon receipt and approval of the Borough Administration of the invoice, the Borough shall act upon the Consultant's invoice at the next regularly scheduled Mayor and Council meeting after receipt of the Consultant's invoice from the Borough's Administration. The Borough shall make payment to the Consultant during the next payment cycle following its approval of the invoice. Consultant shall not be permitted interest upon any outstanding invoices unless required by law.

D. **Reimbursement Costs.** The BOROUGH will be responsible for all actual (not estimated) reasonable and necessary fees and disbursements, such as filing fees, permitting fees, copying costs, deposition costs, expert fees, and the like, reasonably incurred by the Consultant in the performance of his duties pursuant to this Agreement. The Consultant shall submit to the Borough a proposed schedule of costs, fees and disbursement which shall be approved by the Borough prior to incurring such costs and attached hereto as **Exhibit D.**

E. The Consultant shall not be entitled to compensation unless the Consultant actually provides the Services, e.g., the Consultant shall not be entitled to compensation if the Consultant is scheduled to provide the Services and the Services are not provided as a result of the action or inaction of the Consultant, the Borough, its officers, agents, or contractors, or any third parties. The Borough shall use its best efforts to avoid cancellations. The Borough shall not be subject to a fee or a fine or penalty or prejudice in the event it is required to cancel the requested or scheduled services. However, in the event the Borough requests services and the Consultant performs those services before receiving any notice of cancellation by the Borough, then the Consultant shall be compensated for those services actually performed in good faith in accordance with this Agreement.

5. **TERM OF AGREEMENT.** The Professional Services under this Agreement shall be performed for the period commencing on January 1, 2024 and ending on December 31, 2024.

6. **SUSPENSION AND/OR TERMINATION.** On ten (10) days written notice, the Borough may suspend or terminate this Agreement, with or without cause, for any reason and without penalty or prejudice. In the event of such termination, the Consultant shall be paid any undisputed charges for authorized work performed in good faith prior to the effective date of the termination or suspension in accordance with the compensation terms of this Agreement. The Borough's suspension or termination of this Agreement shall be without prejudice to, and with full reservation of, all other rights and remedies of the Borough pursuant to this Agreement or as may exist at law or in equity, including, but not limited to, claims of errors and omissions and specific performance. Should the Borough suspend or terminate this Agreement, the Consultant agrees to cooperate and provide all information that it has gathered and/or prepared through the date of such suspension or termination to the Borough upon request by the Borough.

7. **INDEMNIFICATION.** The Consultant hereby agrees and covenants to indemnify the Borough against an and all obligations or liabilities, indebtedness, claims, demands, suits, or causes of action resulting from the performance of the within contract insofar as such consequences result from acts or omissions which constitute professional negligence or intentional torts of the Consultant its agents, servants, or employees.

8. **PROFESSIONAL LIABILITY INSURANCE.** Consultant shall arrange to maintain professional liability coverage (malpractice coverage) in the minimum amount of \$1,000,000/\$2,000,000 and upon request submit proof of coverage to the Borough. Consultant's Certificate of Insurance was previously submitted as part of Consultant's response to the Request for Qualifications.

9. **CAMPAIGN CONTRIBUTIONS LAWS AND REGULATIONS.** For all periods relevant to this Agreement, Consultant has and shall continue to comply with P.L. 2004, c. 19; P.L 2005, c. 51; P.L. 2005, c.271. Consultant acknowledges its responsibility to file an annual statement on political contributions with the New Jersey Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-20.13 (P.L. 2005, c.271, §3) if Consultant receives contracts in excess of \$50,000 from public entities in a calendar year. It is the responsibility of Consultant to determine if filing is necessary, and additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

10. **AFFIRMATIVE ACTION.** The Consultant shall comply in all respects with the provisions of N.J.S.A. 10:5-31, et seq. and the regulations promulgated thereunder which is attached hereto and expressly made a part hereof The parties to this contract agree to incorporate into this contract the mandatory language of the Regulations promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time and the contractor or subcontractor agrees to comply fully with the terms, provisions, and obligations of said Regulations. The Consultant has provided the Borough,

in response to the Request for Qualifications, its State of New Jersey Certificate of Employee Information Report pursuant to N.J.A.C. 17-27-1 et seq.

The parties to this contract agree to incorporate into this contract the mandatory language of the Regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the contractor or subcontractor agrees to comply fully with the terms, provisions, and obligations of said Regulations.

11. DEFAULT. The Consultant may not maintain any action or effect any remedies for default against the Borough unless and until the Borough has either failed to cure the breach within fifteen (15) days of written notice of such breach; or, when the nature of the cure is such that it reasonably requires more than fifteen (15) days, the Borough commences the cure within the fifteen (15) day period and thereafter fails to continuously and diligently pursue by all reasonable means the cure to completion.

12. NOTICES. Any notices required or permitted to be given pursuant to the terms of this Agreement shall be sufficiently given when delivered personally, by courier services (such as Federal Express), certified mail, return receipt requested, addressed to each party as follows:

As to the Consultant:

As to the Borough:

**Borough Clerk
Borough of Metuchen
Borough Hall
500 Main Street
Metuchen, NJ 08840**

With a copy to:

Borough Administrator

**Borough of Metuchen
Borough Hall
500 Main Street
Metuchen, NJ 08840**

13. ENTIRE AGREEMENT. This Agreement represents the entire Agreement between the parties with respect to the Consultant's services. Any modifications to this Agreement must be set forth in writing and signed by an authorized representative of both parties. The Consultant and the Borough enter into this Agreement for the express and sole purpose of having the Consultant perform its professional services for the Borough.

14. GOVERNING LAW/JURISDICTION. This Agreement shall be governed by and construed in accordance with the laws of the state of New Jersey. The Superior Court of the State of New Jersey, in the County of Middlesex, shall have exclusive jurisdiction to hear and determine any claims or disputes pertaining directly or indirectly to this Agreement or to any matter arising there from. Each of the parties hereby expressly submits and consents in advance to such exclusive jurisdiction in any action or proceeding commenced by the other in such court. Nothing herein, however, shall be construed as barring the parties from agreeing to submit any dispute to mediation or arbitration during or prior to the initiation of litigation.

15. ASSIGNMENT. The rights of the parties under this Agreement are personal to each party, and neither party may assign, transfer, hypothecate or otherwise assign its rights or delegate its duties under the Agreement whether voluntarily, involuntarily or by operation of law, without the prior written consent of the other party to the Agreement.

16. WAIVER. Any waiver by either party of any provision or condition of this Agreement shall not be construed or deemed to be a waiver of any other provision or

condition, nor a waiver of a subsequent breach of the same provision or condition, unless such waiver is expressed in writing signed by the party to be bound.

17. **SEVERABILITY.** If any provision of this Agreement shall be finally adjudged illegal, invalid, or unenforceable, such illegality, invalidity or unenforceability shall not affect the legality, validity, or enforceability of the remaining provisions of this Agreement.

18. **APPROVING RESOLUTION AND FORMS INCORPORATED.**

This Agreement is subject to the approval, by resolution, of the Borough, which resolution was adopted by the Borough on January __, 2024, and is hereby incorporated herein by reference, as if set forth at length. In addition, Contractor submitted to the Brough various forms, including a Political Contribution Form, Disclosure of Investment Activities in Iran Form, Certification of Non-Involvement in Prohibited Activities in Russia or Belarus Pursuant to P.L. 2022, c.3, Contractor's Business Registration Certificate, Contractor's Certificate of Liability Insurance, and the Contractor's Certificate of Employee Information Report. Said forms are acknowledged and kept on file with the Borough.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

ATTEST:

THE BOROUGH OF METUCHEN

Jonathan Busch, Mayor

By: _____
Borough Clerk

CONSULTANT

By: _____

Print Name of Witness

Print name and title

N.J.S.A. 10:5-31 and N.J.A.C. 17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICES CONTRACTS
(Mandatory Affirmative Action Language)

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 or sex. Except with respect to affectional or sexual orientation, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Such action 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 or sex.

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under this act 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 the 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 employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2 or a binding determination of the applicable county employment goals determined by the Division, pursuant to 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, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation 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 applicable 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, creed, color, national origin, ancestry, marital status, affectional or sexual orientation 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

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance and EEO as may be requested by the Division 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 Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).

EXHIBIT A

Resolution No. 2024-__ adopted on __, 2024

EXHIBIT B

Consultant's Proposal dated _____

EXHIBIT C

The Borough's Request for Proposal/Qualifications