



Borough OF Leonia
COUNTY OF Bergen
STATE OF NEW JERSEY

PROFESSIONAL SERVICES SOLICITATION

***FAIR & OPEN PUBLIC SOLICITATION PROCESS
PURSUANT TO N.J.S.A. 19:44A-20.7 ET SEQ. &
BOROUGH CODE 19-1 ET. SEQ.,***

PROFESSIONAL SERVICE: 2024 APPOINTED PROFESSIONALS (VARIOUS TITLES)

**PUBLIC OPENING OF SUBMISSIONS: Tuesday, November 21, 2023 – 10:00 A.M.
CONFERENCE ROOM**

Mayor Judah Zeigler
Councilperson Joanne Choi Terrell
Councilperson Pasquale Fusco
Councilperson Maureen Davis
Councilperson William Ziegler
Councilperson Louis Grandelis
Councilperson Christoph Hesterbrink

Borough OF Leonia
PUBLIC NOTICE

FOR THE SOLICITATION OF PROFESSIONAL SERVICE CONTRACTS FOR THE YEAR 2024

NOTICE IS HEREBY GIVEN that sealed submissions will be received by the Qualified Purchasing Agent, or designated representative, for the Borough of Leonia, County of Bergen, State of New Jersey on **Tuesday, November 21, 2023 at 10:00A.M.** prevailing time, in the Conference Room, Borough of Leonia Municipal Building, 312 Broad Ave, Leonia, N.J. 07605 then publicly opened and read aloud for the following:

Borough Attorney
Labor Attorney
Tax Appeal Attorney
Borough Auditor
Borough Engineer
Bond Counsel
Borough Prosecutor
Borough Planner
Borough Architect
Economic Development Consultant
Grants Consultant
Public Defender
Risk Management Consultant
Planning Board Attorney
Planning Board Engineer

Standardized submission requirements and selection criteria are on file and available through the Qualified Purchasing Agent:

Trina Lindsey, Q.P.A
tlindsey@leonianj.gov (201) 592-5780, 8:00 AM to 4:00 PM, Monday through Friday, excluding holidays. Agenda will be posted on the Borough website.

If awarded a contract, your company/firm shall be 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.

This RFP has been advertised in accordance with the "Fair and Open Process" in accordance with (N.J.S.A. 19:44A-20.7).

By authorization of the Interim Borough Administrator, of the Borough of Leonia, Bergen County, New Jersey.

SEALED SUBMISSION LABEL FOR PROPOSAL

**PLEASE CUT OUT THE LABEL BELOW AND TAPE TO FRONT OF SEALED
SUBMISSION**

*******DO NOT OPEN*****
IMPORTANT-SEALED SUBMISSION ENCLOSED
NAME, COMPANY & ADDRESS:**

**TO: QUALIFIED PURCHASING AGENT
Borough OF Leonia 312 Broad Ave
Leonia, NJ 07605**

**_____
(FILL IN TITLE)**

**RECEIPT OF SEALED RFP – Tuesday, November 21, 2023 –
10:00 A.M. IN THE CONFERENCE ROOM**

END

Borough of Leonia

PUBLIC NOTICE FOR THE SOLICITATION OF A PROFESSIONAL SERVICE CONTRACT

SCOPE OF WORK

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

Borough Attorney

Borough Attorney shall be an attorney at law of New Jersey. Will be responsible as the corporation counsel for all typical municipal attorney functions, including attending all Mayor and Council meetings, meeting regularly with the Borough Administrator and other staff, preparing reports and memos on closed session and legal matters, attending other committee or working group meetings as needed, being available or having staff available to answer time-sensitive legal questions for Borough staff on a daily basis. In addition, the Borough Attorney shall adhere to the following requirements of service:

Attendance for the following meetings/ conferences:

1. In person attendance at publicly advertised meetings of the governing body.
2. Conference meetings, not limited to ordinances and other matters of law, scheduled at least once per month, the Borough Attorney shall attend in person or telephonically.

Drafting of legal documents and opinion:

1. The Borough Attorney shall be assigned primary role and responsibility for the drafting and revisions of ordinances.
2. The Borough Attorney shall provide for email confirmation within one (1) business day:
 - a. Receipt of revisions/comments, and
 - b. Provide reasonable, mutually agreed timeframe for updated drafts.
 - c. Timely delivery of updated drafts within the mutually agreed upon timeframe.

The Borough Attorney shall engage in communications activities with the governing body and Borough officials in the following manner:

1. The Borough Attorney shall engage in weekly telephone calls (1 hour) with L&O Chair, Borough Administrator to cover Legislative Calendar, pending/new business;

2. All calls and emails to be returned by following business day;
3. Weekly update of Legislative Calendar due by EOD Thursdays;

Labor Attorney

The Labor Attorney shall be an attorney at law of New Jersey. The Labor Attorney shall be responsible for all labor and employment matters in the Borough. These matters include labor negotiations, fact-finding interest arbitration, arbitrations, labor and employment counseling, PERC proceedings, disciplinary hearings and employment litigation. The Labor Attorney must be available for consultation on a daily basis and shall deal directly with the Borough Administrator and Mayor and Council.

Tax Appeal Attorney

The Tax Appeal Attorney shall be an attorney at law of New Jersey. The Tax Appeal Attorney shall perform all legal services required in order to defend and/or prosecute real property tax appeals relating to those ongoing real property tax appeals and such other appeals or tax matters that may be filed against and/or by the Borough of Leonia and such ongoing municipal tax matters in which the Borough has required legal representation by counsel other than the Borough Attorney that may be filed against and/or by the Borough of Leonia or other similar representation as required or desired.

Borough Auditor

ITEM A (AUDIT) - The Borough Auditor shall make the annual audit of the Borough financial records for the year ending December 31, 2023 and to serve as Borough Auditor for the calendar year 2024 and perform the duties prescribed by law all in accordance with generally accepted auditing standards and the laws and regulations of the State of New Jersey regarding same. The Borough Auditor shall perform such duties and render such services as may from time to time be requested by the Borough Council, the Chief Financial Officer or the Borough Administrator.

AND/OR

ITEM B (LOSAP) - Prepare a compilation of the Borough's LOSAP plan in accordance with State guidelines.

AND/OR

ITEM C (ALLOTHER) - All other items, as may be requested, including but not limited to management advisory, official statements, etc.

NOTE: Item A(Audit),Item B(LOSAP)and Item C(All Other)may be awarded separately.

Borough Engineer

The Borough Engineer shall be a New Jersey licensed professional engineer and shall perform all activities as per NJSA 40A:9- 140 and detailed below and in a subsequent contract with the Borough, generally encompassing typical municipal engineering services.

The Borough Engineer shall have the following qualifications:

1. Is multi-disciplined with at least five years' experience in all aspects of municipal engineering (the appointed engineer may be assisted by employees with lesser levels of experience);
2. That the Engineer has been P.E. licensed in the State of New Jersey for at least three (3)years;
3. That the Engineer has at least three (3) years prior experience as a Municipal Engineer or working in a municipal engineering office;
4. That the Engineer, and/or firm, has sufficient staff to satisfy this scope of services;
5. The Engineer has experience in road construction, construction management, land-use law experience, planning and landscaping engineers on staff, experience in environmental studies assessments (wetlands, archaeological, endangered species, hydrologic studies, storm water management), GIS, materials testing, surveying, traffic studies, drainage, and extensive knowledge of New Jersey Department of Environmental Protection rules and regulations;
6. Engineer or firm submitting the response to this proposal carries professional liability insurance in an amount of at least \$1,000,000.00 with a carrier that has AAA rating by Best Insurance Digest;
7. Engineer must be in good standing within the Professional Engineering Community.
8. That the Engineer or engineering firm submitting this proposal has not represented within the past three years and does not represent any adverse parties and claims whether administrative, civil, criminal, or otherwise, against the Borough.

The Borough Engineer (and other engineers, if any) shall perform the following minimum duties as well as those prescribed byNJSA40A:9-140, all applicable law and any subsequent agreements, subject to the supervision and review of the Borough Administrator and the Mayor and Council:

1. Provide engineering services as requested;
2. Perform such duties as are prescribed by general law and ordinance;
3. Prepare, or cause to be prepared, plans, designs, and specifications for public works projects and other improvements undertaken by the Borough;
4. Prepare regular, professionally organized reports and project plans to the Borough Administrator;
5. Attend all twice-monthly department head meetings and attend other regular or special Mayor and Council meetings as required;
6. When requested, to reply and work directly on issues with residents and other stakeholders, managing and communicating in a timely and

- professional manner;
7. Work with Administration and department heads on budgeting, including managing and assisting in plans or preparation of plans for infrastructure, facilities, roadways and other related assets;
 8. Shall provide services necessary to review, assess conformity to requirements and take necessary action with respect to issuance of certificates, permits, licenses and similar regulatory documents;
 9. Shall provide services necessary to observe, assess conformity to statutory or other ordinance requirements and report upon the installation of site improvements and subdivision public improvements in connection with Borough or other site developments;

Successful candidates will be enthusiastic about performing diligent and comprehensive work, be organized, accountable, and able to self-organize without intervention, possess professional communication and time management skills, be steadfast in commitment to ethics, purchasing, and other best practices, and be excited to work in a fast-paced, evidence-based team environment.

Bond Counsel

The Bond Counsel shall be an attorney at law of New Jersey. Bond Counsel performs and provides legal advice with regard to the following activities: the preparation of Bond Ordinances and the review of the adoption proceedings; the preparation and review of public finance resolutions, the preparation and issuance of Bond Anticipation, Special Emergency, and Tax Anticipation Notes; and the preparation and issuance of General Obligation Bonds. In addition, Bond Counsel is responsible for the preparation and/or review of any Preliminary Official Statement and Official Statement of the Borough. Bond Counsel is also responsible for the preparation and/or review of any application to the Local Finance Board, and attendance at any related meetings of the Board.

Borough Prosecutor

The Municipal Prosecutor shall be an attorney at law of New Jersey and shall provide all necessary and desirable legal counsel and advice requested for the prosecution of cases before the Municipal Court of the Borough, and shall conduct the prosecution of such cases on those days and times designated by the Borough and the Municipal Court, except such crimes and offenses as it may be the duty of the county or state officer to prosecute. Additionally, the Municipal Prosecutor shall designate in his or her RFP any and all attorneys who shall appear in Municipal Court and serve as Municipal Prosecutor.

Public Defender

The Public Defender shall be an attorney at law of New Jersey and shall interview all indigent defendants qualifying for assistance as provided under the standards established by the office of the Public Advocate of the State of New Jersey, and shall defend same in the Municipal Court of the Borough and provide such legal advice and counsel to such individuals as may be required in any proceedings before the Municipal Court of the Borough.

Risk Management Consultant

The Respondents selected through this RFP will be responsible for assisting the Borough of Leonia with all aspects of its property and casualty

insurance services and for the management of these programs. The following is a list of the types of insurance coverage required by the Borough of Leonia:

Property Coverage
Equipment Breakdown
Coverage Inland Marine
Coverage General Liability
Coverage
Law Enforcement Liability Coverage
Automobile Coverage
Workers Compensation Coverage
Public Officials/Employment Practices
Liability
Crime Coverage

The Broker Services re: to include but not limited

- A) Identifying issues and exposures and negotiating on the Borough of Leonia's behalf with insurance carriers; keeping the Borough of Leonia informed of significant developments affecting its insurance coverage. The Respondent selected as the Borough of Leonia's broker of record ("Broker") shall be authorized to represent and assist the Borough of Leonia in discussions and transactions with all insurance carriers, provided that the Broker shall not place any insurance on behalf of the Borough of Leonia unless so authorized in writing by the Borough of Leonia.
- B) Following up with insurance carriers for timely issuance of policies and endorsements placing coverage delivery binders to the Borough of Leonia prior to the expiration of the current policies.
- C) Reviewing policies and endorsements for accuracy and conformity to specifications and negotiated coverages.
- D) Providing coverage summaries to the Borough of Leonia for all new coverages and updates on changes to existing coverages.
- E) Processing or facilitating the processing of certificates of insurance, as requested by the Borough of Leonia.
- F) Forwarding the Borough of Leonia's claims to the insurance carrier. The Broker shall monitor the claim status and assist the Borough of Leonia in obtaining timely resolution of the submitted claim.
- G) Attending regular, special and emergency meetings of the Borough of Leonia, if required.
- H) Attending any other meetings that the Borough of Leonia deems necessary.
- I) Reviewing all correspondence referred by the Borough of Leonia and preparation of correspondence on behalf of the Borough of

Leonia, if requested.

J) Providing regular Risk Management services to the Borough of Leonia and its staff.

K) The Broker will be required to perform the following services:

- Assist with the development of and planning of long-range property and casualty insurance strategies.
 - Recommend and negotiate the procurement of property and casualty insurance coverage.
 - Assist in managing of all aspects of the Borough's property and casualty insurance coverage.
 - Provide analysis of proposals in connection with the procurement, including, but not limited to, recommending selection criteria, marketplaces and assisting in an advisory capacity the evaluation of proposals.
 - Participate in on-going meetings with Borough personnel regarding insurance strategies and the day to day operation of the Borough's insurance needs.
 - Assist in the development of alternative strategies to reduce risk to assets and resources; consultation as to the probable impact of strategies elected by the Borough of Leonia.
 - Monitor and ensure carrier compliance with plans, commitments and facilitate carrier relationships with the Borough of Leonia.
-
- Market programs periodically.
 - All annual rate renewal reports shall include the following:

Executive Summary: Include key findings and recommendations; (recommendations can include, in addition to rate actions, the removal of plans or corrective actions, the issuance of a request for proposal, new benefit recommendations or deletions of old benefits, revised programs, etc.) and historical highlights.

Financial Projections: Determination of past period to project need for renewal.

Development of Rate Renewal: as part of the analysis for property and casualty plans, an analysis will include identification of plan costs and Utilization trends and how those trends parallel or vary from known general experience for other carriers statewide.

Presentation of Premium Rates.

Borough claims experience will be provided to the Broker on a quarterly

basis by the Plan administrator. Claims experience provided shall be analyzed, upon receipt by the Broker and any concerns that the Broker may have relating there to shall be immediately reported to the Contract Manager.

Each year, the administrator for each plan will provide the Broker with a written projection of costs and proposed rate renewal for the following calendar year. For each Plan noted, the Broker will independently develop rate renewal projections based upon the Broker's review of the Borough's experience, cost and utilization trends.

Upon the written request of the Contract Manager the Brokers shall provide expert assistance in the writing of technical brochures or technical sections of Borough handbooks, language for rule revisions in the NJ Administrative Code and other written materials.

Upon the written request of the Contract Manager, the Broker shall provide expert assistance, underwriting and actuarial services, advice in the design of new benefits and will independently recommend new programs.

The Broker is expected to immediately advise the Contract Manager of pending or enacted Federal legislation affecting the Borough. Upon the written request of the Contract Manager, the Broker shall advise of the financial and administrative impact of State or Federal legislation on the Borough and assist in the implementation of changes made necessary by such legislation.

Proposers should submit a cost proposal which would include any proposed retainer, the services to be provided for the retainer, if services will be provided at a flat rate, if all or any services will be billed through hourly rates and what are the established rates or if the broker will not charge for services provided because work is done on commission. The Borough does not provide payment for or reimbursement for travels expenses.

Borough Planner

The Borough Planner shall be a New Jersey licensed professional planner. The Borough Planner shall prepare for the Borough reports, presentations and research on land use, housing, open space, economic development, transportation, public utilities, historic preservation, farmland preservation and natural resource protection and conservation. The Borough Planner assists and advises the Borough Administrator and Mayor and Council on techniques, rules and regulations that the Borough may need in exercising its police powers in the area of land use, housing, open space, economic development, transportation, public utilities, historic preservation, farmland preservation and natural resource protection. The Borough Planner assists and advises land development ordinances and provides planning advice to the Borough Council and Administrator on planning proposals as appropriate and requested. The Borough Planner prepares plans and other supportive documentation for development and redevelopment as directed by the Council. The Borough Planner represents the Borough as directed in meetings with county, other municipalities and State agency officials.

Borough Architect

The Borough Architect will be responsible for managing, assisting, and consulting with the Borough Administrator and Mayor and Council on any and all issues requested related to architectural services, including participating in capital planning and budgeting for facility maintenance, construction of new municipal buildings, and any other matters delegated by the Borough Administrator or Mayor and Council.

Economic Development Consultant

The Economic Development Consultant will work closely with the Borough Administrator and the Mayor on business attraction initiatives, will provide action-oriented resources to guide the Borough in making future development decisions, and will work in concert with the Borough's Planning Consultant (Borough Planner) on implementing sound redevelopment area objectives for the betterment of the community.

Grants Consultant

It is the intent of the Borough to solicit Qualification Statements from Respondents that have expertise in the provision of the Services. Firms and/or persons responding to this RFP shall be able to demonstrate that they will have the continuing capabilities to perform these Services. The Qualified Respondent awarded a contract will be responsible for identifying potential federal, state or local grant opportunities, prepare necessary applications for grant funding, meet with funding agencies, grant administrative services and follow through on the award and management of technical matters as required under the grants in order to assist the Borough in providing essential municipal services that will enhance the quality of life for the citizens of Borough.

Planning Board Attorney

The Borough Planning Board Attorney shall provide legal advice to the chairman and members of the planning board, as well as provide for litigation advice, regulatory and statutory compliance advice. The planning board Attorney (and other attorneys) shall perform the following minimum duties as well as those prescribed by applicable law, subject to the review and approval of the planning board's executive. The planning board attorney shall also defend claims assigned by the chairman; prepare reports and provide advice and counsel at Planning Board meetings regarding issues that arise that include but are not limited to: litigation, regulations and ordinances, interact with the Borough's Administration on related legal issues, when requested by the chairman, reply to inquiries from residents and/or commercial enterprises, and attend regular meetings requested by the chairman.

Planning Board Engineer

The Borough Engineer shall have the following qualifications:

1. Is multi-disciplined with at least five years' experience in all aspects of municipal engineering (the appointed engineer may be assisted by employees with lesser levels of experience);
2. That the Engineer has been P.E. licensed in the State of New Jersey for at least three (3) years;
3. That the Engineer has at least three (3) years prior experience as a Municipal Engineer or working in a municipal engineering office;
4. That the Engineer, and/or firm, has sufficient staff to satisfy this scope of services;
5. The Engineer has experience in road construction, construction management, land-use law experience, planning and landscaping engineers on staff, experience in environmental studies assessments (wetlands, archaeological, endangered species, hydrologic studies, storm water management), GIS, materials testing, surveying, traffic studies, drainage, and extensive knowledge of New Jersey Department of Environmental Protection rules and regulations;
6. Engineer or firm submitting the response to this proposal carries professional liability insurance in an amount of at least \$1,000,000.00 with a carrier that has AAA rating by Best Insurance Digest;
7. Engineer must be in good standing within the Professional Engineering Community.
8. That the Engineer or engineering firm submitting this proposal has not represented within the past three years and does not represent any adverse parties and claims whether administrative, civil, criminal, or otherwise, against the Borough.

The planning board engineer shall perform the following minimum duties as well as those prescribed by applicable law, subject to the review and approval of the planning board's chairman. The engineer shall provide planning services as requested, perform such duties as are prescribed by general law and ordinance, prepare, or cause to be prepared, plans, designs and specifications for public works and improvements undertaken by the planning board and attend regular meetings requested

GENERAL CONDITIONS

1.0 COST DETAILS

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

2.0 TECHNICAL PROCESS AND EQUIPMENT

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

3.0 PREPARATION OF SUBMISSIONS

- 3.1** Each submission must 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, including all copies and CD/DVD/ Flash Drive (if requested), shall be contained in a sealed envelope using the label supplied with this submission package. If using a courier or mail service, 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. A label has been provided for your use at the end of this document.
- 3.2** 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.
- 3.3** The submission shall be accompanied by all forms contained in this RFP and be completed in their entirety.

4.0 TIME FOR AWARD OF CONTRACT

- 4.1** 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.
- 4.2** 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.

5.0 MODIFICATIONS OF SUBMISSIONS

- 5.1** 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

GENERAL CONDITIONS

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.

6.0 REJECTION OF SUBMISSIONS

6.1 MULTIPLE SUBMISSIONS NOT ALLOWED

6.2 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.

7.0 RIGHT TO REJECT SUBMISSIONS

7.1 The right is reserved to reject any or all submissions in whole or in part if not in compliance with the standardized submission requirements and the auspices of N.J.S.A.40A:11-1 et. Seq.,

8.0 METHOD OF AWARD OF SUBMISSIONS

8.1 The right is reserved by the Borough of Leonia to award submissions on a "service by service" basis, "per project" basis, in part or in whole as determined by the Borough of Leonia.

9.0 RIGHT TO WAIVE INFORMALITIES RESERVED

9.1 The owner expressly reserves the right to waive any informality in any submission, and to accept the submission, which in the Borough of Leonia's judgment serves its best interests.

10.0 PROFESSIONAL SERVICES ENTITY REFERRED TO LAWS

10.1 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.

11.0 PAYMENT

11.1 Checks are processed by the Borough of Leonia's Finance Department. It is necessary that the approved signed vouchers be accompanied by an invoice and be submitted in advance of these dates.

11.2 NO MINIMUM PAYMENT IS IMPLIED OR GUARANTEED.

GENERAL CONDITIONS

12.0 TRANSITIONAL PERIOD

12.1 In the event that a new contract has not been awarded prior to the contract expiration date, it shall be incumbent upon the professional services entity to continue the contract under the same terms and conditions until a new contract(s) can be completely operational. At no time shall this transition period extend more than ninety (90) days beyond the expiration date of the contract.

13.0 FACSIMILE DOCUMENTS PROVIDED IN A SUBMISSION

13.1 Under no circumstances, on submission documents requiring authorized signatures, will the Borough of Leonia accept documents provided through facsimile machines.

14.0 CONTRACT COMPLIANCE AND EQUAL EMPLOYMENT OPPORTUNITY IN PUBLIC CONTRACTS

14.1 Professional services entities are required to comply with the requirements of N.J.S.A. 10:5-1 et seq. and N.J.A.C. 17:27 et seq.

15.0 GENERAL REQUIREMENTS/INFORMATION

15.1 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.

15.2 It is understood by the professional services entity that this submission is provided on the basis of standardized submission requirements prepared by Borough of Leonia 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.

16.0 PROFESSIONAL DISCLOSURE

16.1 The professional services entity shall disclose any ownership in any firm for a product or service that they are recommending.

17.0 CANCELLATION OF CONTRACT/AGREEMENT

17.1 Borough of Leonia reserves the right to cancel any contract entered into upon thirty (30) days advance written notice.

18.0 CONTRACT TERM

18.1 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".

GENERAL CONDITIONS

19.0 DISCLOSURE OF CONTRIBUTIONS TO NJ ELECTION LAW ENFORCEMENT COMMISSION (ELEC)

19.1.1 Starting in January 2007, all business entities are advised of their responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27 if they receive contracts in excess of \$50,000 from public entities in a calendar year. Business entities are responsible for determining if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq. (P.L.1975, c.127)

N.J.A.C. 17:27 et seq.

GOODS, GENERAL SERVICES, AND PROFESSIONAL SERVICES CONTRACTS

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

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

Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

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

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities,

and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

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

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions. The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval;

Certificate of Employee Information Report; or

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

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

NEW JERSEY ANTI-DISCRIMINATION PROVISIONS
N.J.S.A. 10:2-1 ET SEQ.

Pursuant to N.J.S.A. 10:2-1, if awarded a contract, the contractor agrees that:

a. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;

b. No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;

c. There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and

d. This contract may be canceled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract.

SAMPLE CERTIFICATE OF EMPLOYEE INFORMATION REPORT

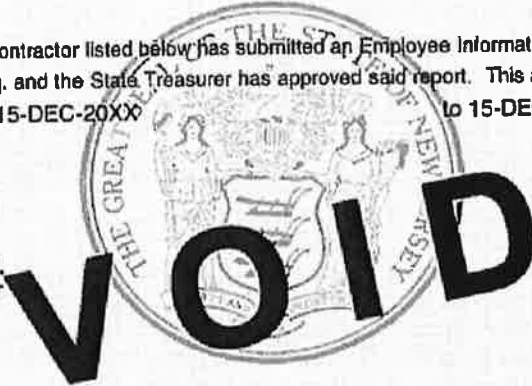
Certification 111XX

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

INITIAL

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

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



State Treasurer

STATE OF NEW JERSEY
Division of Purchase & Property
Contract Compliance Audit Unit
EEO Monitoring Program

EMPLOYEE INFORMATION REPORT

IMPORTANT-READ INSTRUCTIONS CAREFULLY BEFORE COMPLETING FORM. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND TO SUBMIT THE REQUIRED \$150.00 FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT EEO-1 REPORT FOR SECTION B, ITEM 11. For Instructions on completing the form go to: <http://www.state.nj.us/treasury/contract/compliance/aa302-01-01.pdf>

SECTION A - COMPANY IDENTIFICATION

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

SECTION B - EMPLOYMENT DATA

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

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

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

SECTION C - SIGNATURE AND IDENTIFICATION

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

Borough OF Leonia

AMERICANS WITH DISABILITIES ACT OF 1990 **EQUAL OPPORTUNITY FOR INDIVIDUALS WITH DISABILITY**

The CONTRACTOR and the Borough OF Leonia (herein referred to as the Borough) do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereunto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the Borough pursuant to this contract, the CONTRACTOR agrees that the performance shall be in strict compliance with the Act. In the event the CONTRACTOR, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the CONTRACTOR shall defend the Borough in any action or administrative proceeding commenced pursuant to this Act. The CONTRACTOR shall indemnify, protect, and save harmless the Borough, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The CONTRACTOR shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the Borough's grievance procedure, the CONTRACTOR agrees to abide by any decision of the Borough, which is rendered pursuant to, said grievance procedure. If any action or administrative proceeding results in an award of damages against the Borough or if the Borough incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the CONTRACTOR shall satisfy and discharge the same at its own expense.

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

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

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

Borough Of Leonia

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

The Borough of Leonia 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.

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.

Please Note this Additional Requirement:

Professional services entities shall submit:

One (1) original (clearly mark the original copy) and;

One (1) copy of their sealed submission, on the date of the public opening and reading.

Additional requirement:

One (1) FLASH DRIVE (PDF format file) of the sealed submission is to be attached to the original sealed submission. Please label the media with the name of the company submitting the proposal and the position title.

Borough Of Leonia

CHECKLIST

The following items, as indicated below, MUST be provided with the receipt of sealed submissions:

1. Non-Collusion Affidavit
2. W9
3. Disclosure of Ownership Form
4. Insurance Requirement Acknowledgement Form
5. Mandatory Equal Employment Opportunity Proof (AA302)/Certificate of Employee Information Report
6. Copy of your *Business Registration Certificate* as issued by the State of New Jersey, Department of Treasury, Division of Revenue
7. Professional Service Entity Information Form
8. Submission Form
9. Vendor Documentation Retention
10. Disclosure of Investment Activities in Iran
11. Sworn Affidavit Contributions Ordinance 19-1 et.seq

Reminder

Please submit only one (1) original of the entire RFP packet along with a FLASHDRIVE (PDF Format File) with a label (with your name & the title of submission) in the sealed submission.

Borough of Leonia

NON-COLLUSION AFFIDAVIT

State of New Jersey
County of _____

ss:

I, _____ residing in _____
(Name of affiant) (Name of municipality)

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

I am _____ of the firm of _____
(Title or position) (Name of firm)

_____, the bidder making this Proposal for the RFP
entitled _____
(Title RFP)

and that I executed the said proposal with full authority to do so that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the **Borough of Leonia** relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by

(Name of Business Entity)

Subscribed and sworn to

before me this day

Signature

_____, 20_____

(Type or print name under signature)

Notary public of

My Commission expires _____

(Seal)

OWNERSHIP DISCLOSURE FORM

BID SOLICITATION #: _____

VENDOR {BIDDER}: _____

PART 1

PLEASE COMPLETE THE QUESTIONS BELOW BY CHECKING EITHER THE "YES" OR THE "NO" BOX. ALL PARTIES ENTERING INTO A CONTRACT ARE REQUIRED TO COMPLETE THIS FORM PURSUANT TO N.J.S.A. 52:25-24.2
PLEASE NOTE THAT IF THE VENDOR/BIDDER IS A NON-PROFIT ENTITY, THIS FORM IS NOT REQUIRED.

- | | YES | NO |
|---|--------------------------|--------------------------|
| 1. Are there any individuals, corporations, partnerships, or limited liability companies owning a 10% or greater interest in the Vendor {Bidder}? | <input type="checkbox"/> | <input type="checkbox"/> |
| IF THE ANSWER TO QUESTION 1 IS "NO", PLEASE SIGN AND DATE THE FORM.
IF THE ANSWER TO QUESTION 1 IS "YES", PLEASE ANSWER QUESTIONS 2 – 4 BELOW. | | |
| 2. Of those parties owning a 10% or greater interest in the Vendor {Bidder}, are any of those parties individuals? | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Of those parties owning a 10% or greater interest in the Vendor {Bidder}, are any of those parties corporations, partnerships, or limited liability companies ? | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. If your answer to Question 3 is "YES", are there any parties owning a 10% or greater interest in the corporation, partnership, or limited liability company referenced in Question 3? | <input type="checkbox"/> | <input type="checkbox"/> |

IF ANY OF THE ANSWERS TO QUESTIONS 2 - 4 ARE "YES", PLEASE PROVIDE THE REQUESTED INFORMATION IN PART 2 BELOW.

PART 2

PLEASE PROVIDE FURTHER INFORMATION RELATED TO QUESTIONS 2 – 4 ANSWERED AS "YES".

If you answered "YES" for questions 2, 3, or 4, you must disclose identifying information related to the individuals, corporations, partnerships, and/or limited liability companies owning a 10% or greater interest in the Vendor {Bidder}. Further, if one or more of these entities is itself a corporation, partnership, or limited liability company, you must also disclose all parties that own a 10% or greater interest in that corporation, partnership, or limited liability company. This information is required by statute.

INDIVIDUALS

NAME	_____		
ADDRESS 1	_____		
ADDRESS 2	_____		
CITY	STATE	ZIP	_____

NAME	_____		
ADDRESS 1	_____		
ADDRESS 2	_____		
CITY	STATE	ZIP	_____

NAME	_____		
ADDRESS 1	_____		
ADDRESS 2	_____		
CITY	STATE	ZIP	_____

Attach Additional Sheets If Necessary.

PART 2 continued
PARTNERSHIPS/CORPORATIONS/LIMITED LIABILITY COMPANIES

ENTITY NAME	_____
PARTNER NAME	_____
ADDRESS 1	_____
ADDRESS 2	_____
CITY	_____ STATE _____ ZIP _____

ENTITY NAME	_____
PARTNER NAME	_____
ADDRESS 1	_____
ADDRESS 2	_____
CITY	_____ STATE _____ ZIP _____

ENTITY NAME	_____
PARTNER NAME	_____
ADDRESS 1	_____
ADDRESS 2	_____
CITY	_____ STATE _____ ZIP _____

ENTITY NAME	_____
PARTNER NAME	_____
ADDRESS 1	_____
ADDRESS 2	_____
CITY	_____ STATE _____ ZIP _____

Attach Additional Sheets If Necessary.

In the alternative, to comply with the ownership disclosure requirement, a Vendor {Bidder} with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10 percent or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10 percent or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10 percent or greater beneficial interest. N.J.S.A. 52:25-24.2.

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor {Bidder}, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the **Borough of Leonia** is relying on the information contained herein, and that the Vendor {Bidder} is under a continuing obligation from the date of this certification through the completion of any contract(s) with the **Borough** to notify the **Borough** 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. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of my agreement(s) with the **Borough**, permitting the **Borough** to declare any contract(s) resulting from this certification void and unenforceable.

 Signature (Do not enter vendor ID as a signature)

 Print Name and Title

 FEIN/SSN

 Date

Borough Of Leonia

INSURANCE REQUIREMENTS AND ACKNOWLEDGEMENT FORM

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:

A. Commercial General Liability (CGL)

1. CGL with limits of insurance of not less than \$1,000,000 Each Occurrence, \$2,000,000 Products - Completed Operations Aggregate, \$1,000,000 Personal & Advertising Injury, and \$2,000,000 General Annual Aggregate.
2. CGL coverage shall be written on a current version of ISO Occurrence Commercial General Liability Coverage form CG 00 01 or a form providing equivalent coverage and shall cover liability arising from premises, ongoing operations, independent contractors, products- completed operations, and personal and advertising injury.
3. The Owner and all other parties required by the Owner, shall be named as additional insureds on the CGL coverage part using Additional Insured - Owners, Lessees or Contractors CG 20 10, Additional Insured - Owners, Lessees or Contractors - Completed Operations CG 20 37, or endorsements providing equivalent coverage to the additional insureds. Coverage for the additional insureds shall be as broad as the coverage provided for the named insured Professional Service Entity. It shall apply as primary and non-contributory insurance before any other insurance or self-insurance, including any deductible, maintained by, or provided to, the additional insured.
4. The Professional Service Entity shall maintain CGL coverage for itself and all additional insureds for the duration of the contract.

B. Automobile Liability

1. Business Auto Liability with limits of at least \$ 1,000,000 each accident.
2. Business Auto coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles.

C. Commercial Umbrella

1. Umbrella limits must be at least \$ 1,000,000 and must provide coverage over all underlying policies.
2. Umbrella coverage must include as additional insureds all entities that are additional insureds on the CGL.

D. Workers Compensation and Employers Liability

1. Coverage A- Statutory
2. Coverage B -Employers Liability Insurance limits of at least \$1,000,000 each accident for bodily injury by accident, \$1,000,000 each employee for injury by disease and \$1,000,000 for total policy bodily injury by disease.
3. Where applicable, U.S. Longshore and Harborworkers Compensation Act Endorsement shall be attached to the policy.

4. Where applicable, the Maritime Coverage Endorsement shall be attached to the policy.

E. Professional Liability Insurance

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

F. Waiver of Subrogation (Waiver of Transfer of Rights of Recovery Against Others to Us)

Professional Service Entity shall waive all rights against Owner and their agents, officers, directors and employees for recovery of damages to the extent these damages are covered by commercial general liability, commercial umbrella liability, business auto liability or workers compensation and employers liability insurance maintained per requirements stated above and where permitted by law.

G. Certificates of Insurance

Professional Service Entity shall provide the Owner, prior to commencement of work, valid Certificates of Insurance, and all applicable additional insured endorsements, verifying that the foregoing insurance requirements have been met.

Professional Service Entity understands the terms of this Insurance Requirements Agreement and acknowledges that it is part of any contract or as a standalone Insurance Requirements Agreement.

Acknowledgement of Insurance Requirement:

(Signature)

(Date)

(Printed Name and Title)

New Jersey Business Registration Certification

Pursuant to N.J.S.A. 52:32-44, **The Borough of Leonia** ("Contracting Agency") is prohibited from entering into a contract with an entity unless the bidder/proposer/contractor, and each subcontractor that is required by law to be named in a bid/proposal/contract has a valid Business Registration Certificate on file with the Division of Revenue and Enterprise Services within the Department of the Treasury.

Prior to contract award or authorization, the contractor shall provide the Contracting Agency with its proof of business registration and that of any named subcontractor(s).

Subcontractors named in a bid or other proposal shall provide proof of business registration to the bidder, who in turn, shall provide it to the Contracting Agency prior to the time a contract, purchase order, or other contracting document is awarded or authorized.

During the course of contract performance:

- (1) the contractor shall not enter into a contract with a subcontractor unless the subcontractor first provides the contractor with a valid proof of business registration.
- (2) the contractor shall maintain and submit to the Contracting Agency a list of subcontractors and their addresses that may be updated from time to time.
- (3) the contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into the State. Any questions in this regard can be directed to the Division of Taxation at (609)292-6400. Form NJ-REG can be filed online at <http://www.state.nj.us/treasury/revenue/busregcert.shtml>.

Before final payment is made under the contract, the contractor shall submit to the Contracting Agency a complete and accurate list of all subcontractors used and their addresses.

Pursuant to N.J.S.A. 54:49-4.1, a business organization that fails to provide a copy of a business registration as required, or that provides false business registration information, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000, for each proof of business registration not properly provided under a contract with a contracting agency.

Emergency Purchases or Contracts

For purchases of an emergent nature, the contractor shall provide its Business Registration Certificate within two weeks from the date of purchase or execution of the contract or prior to payment for goods or services, whichever is earlier.

SAMPLE BUSINESS REGISTRATION CERTIFICATE

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS		DEPARTMENT OF TREASURY DIVISION OF REVENUE PO BOX 252 TRENTON, N.J. 08644-0252
TAXPAYER NAME: TAX REGISTRATION TEST ACCOUNT	TRADE NAME CLIENT REGISTRATION	
TAXPAYER IDENTIFICATION#: 970-097-382/500	SEQUENCE NUMBER: 0107330	
ADDRESS: 847 ROEBLING AVE TRENTON NJ 08611	ISSUANCE DATE: 07/14/04	
EFFECTIVE DATE: 09/01/03		
FORM-BRC(04 01)	Act. Director	

This Certificate is NOT ass-granted or transferred. It must be conspicuously displayed at above address.



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: TAX REG TEST ACCOUNT

Trade Name:

Address: 847 ROEBLING AVE
TRENTON, NJ 08611

Certificate Number: 1093907

Date of Issuance: October 14, 2004

For Office Use Only:
20041014112823533

Borough Of Leonia

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 Nos.: _____

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: _____

Borough Of Leonia

SUBMISSION FORM

(Additional sheets may be used but please use item number)

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, include the hourly rates (rate schedule) of each of the individuals who will perform services and all expenses for the period of 12 months:**

Firm: _____ Date: _____

Authorized Representative (Print): _____

Signature: _____ Title: _____

Telephone #: _____ Fax #: _____

Email: _____

VENDOR DOCUMENTATION RETENSION
N.J.A.C. 17:44-2.2

THE VENDOR SHALL MAINTAIN ALL DOCUMENTATION RELATED TO PRODUCTS, TRANSACTION OR SERVICES UNDER THIS CONTRACT FOR A PERIOD OF FIVE YEARS FROM THE DATE OF FINAL PAYMENT. SUCH RECORDS SHALL BE MADE AVAILABLE TO THE NEW JERSEY OFFICE OF THE STATE COMPTROLLER UPON REQUEST.

Signature: _____

Print Name: _____

Title: _____

Date: _____

BOROUGH OF LEONIA

CODE 19-2

Prohibition on awarding public contracts to certain contributors.

§ 19-1

Definitions.

As used in this chapter, the following terms shall have the meanings indicated:

BUSINESS ENTITY

For purposes of this chapter, a business entity whose contributions are regulated by this chapter means i) an individual, including the individual's spouse, and any child/children; ii) a firm, corporation, professional corporation, partnership, limited liability company, organization, association, and any other manner and kind of business entity; iii) any person who owns 10% or more of the equity or ownership or income interests in a person or entity as defined in Items i) and ii) above and their spouses and child/children; iv) all partners or officers of such an entity, in the aggregate, and their spouses and child/children; v) any person, subcontractor, subsidiary, corporation, firm, partnership, limited liability company, organization or association who has received or indefeasibly acquired the right to receive, from a person described in Item i) above, more than \$100,000 in compensation or income of any kind (including, by way of illustration, and not limitation, wages, salaries, sums paid to independent contractors, benefits, dividends, profit-sharing, pension contributions, deferred contributions, stock, stock options or gifts), in any twelve-month period prior to the award of, or during the term of, a contract subject to this chapter; and vi) all persons who are an "affiliate" of a "business entity" as defined in Items i), ii) and v) above, as such term is used in 11 U.S.C. § 101 (2).

CAMPAIGN COMMITTEE

- i) every candidate for Borough of Leonia elective municipal office; ii) every candidate committee established by or for the benefit of a candidate for Borough of Leonia elective municipal office; iii) every joint candidate committee established in whole or in part by or for the benefit of a candidate for Borough of Leonia elective municipal office; iv) every political party committee of the Borough of Leonia; v) every political party committee of the County of Bergen; and vi) every political committee, continuing political committee, or other form of association or organization that regularly engages in the support of candidates for the Borough of Leonia municipal or County of Bergen elective offices or Borough of Leonia municipal or County of Bergen political parties or political party committees. The terms in the foregoing definition have the meaning prescribed in N.J.A.C. 19:25-1.7.

CONTRACT FOR PROFESSIONAL OR EXTRAORDINARY SERVICES

All contracts for "professional services" and "extraordinary unspecifiable services," as such term are used in N.J.S.A. 40A:11-5.

CONTRIBUTION

Has the meaning prescribed in N.J.A.C. 19:25-1.7. By way of illustration and not limitation, this definition includes pledges, loans, and in-kind contributions.

§ 19-2

Prohibition on awarding public contracts to certain contributors.

- A. To the extent that it is not inconsistent with state or federal law, the Borough of Leonia and any of its departments, instrumentalities or purchasing agents shall not enter into any agreement or otherwise contract to procure "professional services," as such term is defined at N.J.S.A. 40A:11-2(6) and used at N.J.S.A. 40A:11-5(1)(a)(i), and/or banking, insurance or other consulting service (hereinafter "professional services"), nor "extraordinary unspecified services" as such term is defined at N.J.S.A. 40A:11-2(7) and used at N.J.S.A. 40A:11-5(1)(a)(ii), and/or media, public relations, lobbying, parking garage management or other consulting and/or management service (hereinafter "extraordinary unspecified services") from any business entity if such business entity has solicited or made any contribution to i) a candidate, candidate committee or joint candidates' committee of any candidate for elective municipal office in Borough of Leonia or a holder of public office having ultimate responsibility for the award of a contract, or ii) to any Borough of Leonia or County of Bergen political committee or political party committee, or iii) to any continuing political committee or political action committee that regularly engages in the support of Borough of Leonia municipal or County of Bergen elections and/or Borough of Leonia municipal or County of Bergen candidates, candidate committees, joint candidate committees, political committees, political parties, political party committees (hereinafter "PAC") in excess of the thresholds specified in Subsection C within one calendar year immediately preceding the date of the contract or agreement.
- B. No business entity which submits a proposal for, enters into negotiations for, or agrees to any contract or agreement with the Borough of Leonia or any of its departments or instrumentalities for the rendition of professional services or extraordinary unspecified services shall knowingly solicit or make any contribution to i) a candidate, candidate committee or joint candidates' committee of any candidate for elective municipal office in Borough of Leonia, or a holder of public office having ultimate responsibility for the award of a contract, or ii) to any Borough of Leonia or County of Bergen political committee or political party committee, or iii) any PAC between the time of first communication between that business entity and the municipality regarding a specific agreement for professional services or extraordinary unspecified services and the later of the termination of negotiations or rejection of any proposal, or the

completion of the performance or specified time period of that contract or agreement.

- C. The monetary thresholds of this chapter are i) a maximum of \$300 per calendar year each for any purpose to any candidate or candidate committee for mayor or governing body, or \$500 per calendar year to any joint candidates' committee for mayor or governing body, or \$300 per calendar year to a political committee or political party committee of the Borough of Leonia; ii) \$500 maximum per calendar year to a County of Bergen political committee or political party committee; and iii) \$500 maximum per calendar year to any PAC. However, for each business entity party to a contract for professional or extraordinary unspecified services as defined in Subsection A, or engaged in negotiations for a contract defined in Subsection A, when such business entity's contribution is aggregated with all "persons" defined in the definition of "business entity" in § 19-1, Definitions, above, by virtue of their affiliation to that business entity party, a maximum of \$2,500 to all Borough of Leonia candidates, candidate committees, joint candidate committees, and holders of public office having ultimate responsibility for the award of a contract, all Borough of Leonia or County of Bergen political committees and political party committees as described herein combined, without violating Subsection A of this section.
- D. For purposes of this section, the office that is considered to have ultimate responsibility for the award of the contract shall be i) the Borough of Leonia Mayor or governing body, if the contract requires approval or appropriation from the Mayor or governing body, or ii) the Mayor of the Borough of Leonia, if the contract requires approval of the Mayor, or if a public officer who is responsible for the award of a contract is appointed by the Mayor.
- E. Rules regarding subcontractors. No person may be awarded a subcontract to perform under a contract subject to this chapter, if the subcontractor would be disqualified by Subsection A from receiving the contract at the time that the subcontract is awarded. Nor may any person who would be disqualified by Subsection A from receiving the contract perform substantially all of obligations described in a contract for professional or extraordinary services that is subject to this chapter.

§ 19-3

Contributions made prior to effective date.

No contribution or solicitation of contributions made prior to the effective date of this chapter shall be deemed to give rise to a violation of this chapter.

§ 19-4

Contract renewal.

No contract subject to this chapter may be renewed, extended, or materially modified unless the resulting renewal, extension, or modification would be allowable under the provisions of this chapter if it were an initial contract.

§ 19-5

Contribution statement by business entity.

- A. Prior to awarding any contract or agreement to procure professional services or extraordinary unspecified services from any business entity, the Borough of Leonia or its purchasing agents and departments, as the case may be, shall receive a sworn statement from said business entity which is the intended recipient of said contract that he/she/it has not made a contribution in violation of § 19-2 of this chapter. The Borough of Leonia, its purchasing agents and departments shall be responsible for informing the Mayor and Council that the aforementioned sworn statement has been received and that the business entity is not in violation of this chapter, prior to awarding the contract or agreement.
- B. A business entity shall have a continuing duty to report to the Borough of Leonia any contributions that constitute a violation of this act that are made during the negotiation, proposal process or the duration of a contract. The Borough of Leonia, its purchasing agents and departments shall be responsible for informing the governing body within 10 business days after receipt of said report from the business entity or at the next Mayor and Council meeting following receipt of said report from the business entity, or whichever comes first.
- C. The certification required under this subsection shall be made prior to entry into the contract or agreement with the Borough of Leonia, or prior to the provision of services or goods, as the case may be, and shall be in addition to any other certifications that may be required by any other provision of law.

DISCLOSURE OF PROHIBITED INVESTMENT ACTIVITIES IN IRAN, RUSSIA AND BELARUS
P.L. 2022, c. 3, N.J.S.A. 52:32-55 et seq., N.J.S.A. 40A:11-2.1, N.J.S.A. 18A:18A-49.4

PART 1

COMPLETE PART 1 BY CHECKING ONE OF THE TWO BOXES BELOW

Pursuant to law, any person or entity that is a successful bidder or proposer, or otherwise proposes to enter into or renew a contract, for goods or services must complete the certification below prior to contract award to attest, under penalty of perjury, that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list or Chapter 25 list as a person or entity engaging in prohibited activities in Russia, Belarus or Iran. Before a contract for goods or services can be amended or extended, a person or entity must certify that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list. Both lists are found on Treasury's website at the following web addresses:
<https://www.nj.gov/treasury/administration/pdf/RussiaBelarusEntityList.pdf> www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf.

As applicable to the type of contract, the above-referenced lists must be reviewed prior to completing the below certification. A person or entity unable to make the certification must provide a detailed, accurate, and precise description of the activities of the person or entity, or of a parent entity, subsidiary, or affiliate, engaging in prohibited activities in Russia or Belarus and/or investment activities in Iran. The person or entity must cease engaging in any prohibited activities and provide an updated certification before the contract can be entered into.

If a vendor or contractor is found to be in violation of law, action may be taken as appropriate and as may be 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.

CONTRACT AWARDS AND RENEWALS/CONTRACT AMENDMENTS AND EXTENSIONS

I certify, pursuant to law, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate appears on the N.J. Department of Treasury's lists of entities engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3 or in investment 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.
(Skip Part 2 and sign and complete the Certification below.)

IF UNABLE TO CERTIFY

I am unable to certify as above because the person or entity and/or a parent entity, subsidiary, or affiliate is listed on the Department's Russia-Belarus list and/or Chapter 25 Iran list. I will provide a detailed, accurate, and precise description of the activities as directed in Part 2 below, and sign and complete the Certification below. Failure to provide such will prevent the award of the contract to the person or entity, and appropriate penalties, fines, and/or sanctions will be assessed as provided by law.

PART 2

PLEASE PROVIDE FURTHER INFORMATION RELATED TO PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS AND/OR INVESTMENT ACTIVITIES IN IRAN. You must provide a detailed, accurate, and precise description of the activities of the person or entity, or of a parent entity, subsidiary, or affiliate, engaging in prohibited activities in Russia or Belarus and/or investment activities in Iran in the space below and, if needed, on additional sheets provided by you.

CERTIFICATION

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 Colts Neck Township is relying on the information contained herein and hereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with Colts Neck Township to notify Colts Neck Township 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. 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 Colts Neck Township and that Colts Neck Township at its option may declare any contract(s) resulting from this certification void and unenforceable.

Printed Name of Authorized Agent

Signature of Authorized Agent

Title

Date

Company Name/Person/Entity