REQUEST FOR PROPOSAL ("RFP") FOR MUNICIPAL ARCHITECT FOR THE BOROUGH OF OCEANPORT

PLEASE TAKE NOTICE that pursuant to the Fair and Open Process described under N.J.S.A. 19:44A-1, et seq., the Borough of Oceanport ("Borough") seeks proposals in response to this Request for Proposals ("RFP") from Architectural Firms licensed to provide architectural services in the State of New Jersey that wish to provide municipal architectural services to the Borough as directed by the Borough Council, or other appropriate officials of the Borough for a contract period from March 10, 2025 through December 31, 2025. Successful firms must have significant experience providing architectural services to New Jersey municipalities. 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. (included herewith). The successful firm will provide the Borough with services relating to, but not necessarily limited to:

1. A boat house and the renovation of existing bathrooms to be located at the real property (the "Property" or "Site) which has street address of 440 Port Au Peck Avenue, Oceanport, New Jersey 07757 and is known and designated as Lot 1 in Block 20 on the official tax map of the Borough of Oceanport.
2. The installation of water and sewer services and construction of a 2500 sq./ft. building to house restrooms and provide storage (which will include a roof overhang over a patio area to provide shade and protection from the weather) which has street address 220 Port Au Peck Avenue, Oceanport, New Jersey 07757 and is known and designated as Lot 26.02 in Block 88 on the official tax map of the Borough of Oceanport.

Proposers shall provide architectural services for pre-design, schematic design, design development, construction documentation, construction administration and inspections to complete the above projects. The approximate size and location of the facility are preliminary expectations by the Borough. All criteria will be evaluated and confirmed by the successful Project Architect along with all project stakeholders during the very early stages of project research and design. The Borough will select the Proposer most qualified to perform the services described in the Request for Proposals, and who meets all relevant selection criteria.

A mandatory pre-proposal meeting will be held on February 18, 2025, at 10:00 a.m. in Oceanport Borough Hall located at 910 Oceanport Way, Oceanport, NJ. This meeting is designed to provide Proposers with the opportunity to ask questions about the project and the selection process.

All sealed proposals shall be submitted to Catherine LaPorta, CFO/QPA, Borough of Oceanport, 910 Oceanport Way, PO Box 370, Oceanport, NJ 07757, not later than February 25, 2025 at 11:00 a.m. A copy of the RFP may be obtained from the Borough's website www.oceanportboro.com, follow the link in the Government Section under Bid Documents or at the office of the CFO, 910 Oceanport Avenue, Oceanport, NJ 07757 during normal business hours or requested by email at klaporta@oceanportboro.com. Questions regarding this Request for Proposals should be directed to:

Catherine LaPorta, CFO/QPA
(732) 222-8221, ext. 1019
klaporta@oceanportboro.com

The sealed proposals shall be clearly labeled "PROPOSAL FOR ARCHITECTURAL SERVICES – BOROUGH OF OCEANPORT, NJ"

A. Project Background and Scope of Work:

The Borough of Oceanport is seeking Proposals from Architectural firms licensed to provide architectural services in the State of New Jersey to provide municipal architectural services to the Borough as directed by the Borough Council, or other appropriate officials of the Borough for a contract period from March 10, 202 through December 31, 2025. The successful firm will provide the Borough with services relating to, but not necessarily limited to securing architectural design and construction administration services for:

1. The construction of a boat house and larger dock area consisting of indoor storage for boats and other equipment, a locker room, a small office, and an ERG space for indoor rowing machines. The approximate size of the facility is 10,000 sq./ft. The approximate size of the facility represents preliminary expectations by the Borough.

2. Secure architectural design and construction administration services for the construction of three (3) new bathrooms, consisting of a men's room, women's room, and an all-inclusive bathroom. The approximate size of the current facility is 875 sq./ft. Currently, there is an existing building on the site which previously housed bathrooms.

3. Secure architectural design and construction administration services for the installation of water and sewer services, construction of a 2,500 sq./ft. building to house restrooms and provide storage (which will include a roof overhang, over a patio area to provide shade and protection from the weather). The project will consist of Clearing Site – Mobilization – Sitework – Construction of 2,500 sq./ft. restroom with storage space – Stormwater Detention Facility – Water Service 2"/Electrical Service 200 Amp – Sewer Grinding Pump (Duplex) – Sewer Force Main 1-1/2".

As a result of this solicitation, the Borough may request a combination of architectural services related to pre-construction, construction, and closeout phases of the project. Proposals provided in response to this request shall address the respondents' ability to provide the various services required for each project phase which would include, but not be limited to, the following:

1. Programming Phase
    a. Create a Program of Spaces for building interior, including basic information such as sizes, space requirements, workflows, activities and special uses.
    b. Facilitate meetings with Borough staff as needed to develop basic components and traffic planning of building program, including standard building systems, equipment and materials and code compliance.
    c. Provide schematic site plan sketches, schematic cost estimates and conceptual project schedule.
    d. Prepare and submit program plan of spaces and adjacent site layout for Borough review and approval.

2. Design Development Phase
    a. Work with the Borough on space planning and design options and make recommendations.
    b. Estimate construction costs and include all subconsultants' fees.
    c. Facilitate meetings with Borough staff to review space square footage and space utilization needs to develop Preliminary Design Documents.
    d. Conduct Design-Development meetings with Borough staff and address points of

clarification regarding the project.

e. Prepare and submit Preliminary Project Design Documents, Preliminary Specifications, Preliminary Cost Estimate and Schedule to the Borough for review and approval.

3. Construction Document Phase
    a. Prepare complete Construction Documents and Specifications.
    b. Submit Construction Documents for review.
    c. Correct plans to reflect issues noted by Borough review.

4. Bid Phase
    a. Preparation of construction bid documents and specifications suitable for public bidding and conduct a pre-bid conference.
    b. Respond in writing to questions from bidders and prepare addenda as necessary.
    c. Distribute plans and bid documents to interested bidders and keep record of plan holders list.
    d. Evaluation of bids based upon bidders' qualifications, compliance with bid requirements and price and make a recommendation of award.

5. Construction Administration Phase
    a. Conduct a Pre-Construction meeting and conduct regular construction progress meetings.
    b. Coordinate, review and process all Requests for Payment, Change Orders, etc. including maintaining a log of all such documents.
    c. Provide directions for questions and concerns from the contractor on resolution of problems.
    d. Monitor construction progress, cost, and general conformance with the contract documents throughout the construction process.
    e. Conduct Substantial Completion Inspection, coordinate and prepare punch list, substantiate that items noted are completed, and issue Substantial Completion Certificate.

B. Minimum Architectural Qualifications

The following is a list of qualifications that the architectural firm should possess at the minimum:

1. New Jersey registration and licensing in the appropriate and applicable disciplines.
2. Thorough knowledge of New Jersey Building Codes and all applicable State Statutes, building codes and regulations including, without limitation, the provisions of Local Public Contracts Law.
3. Relevant working experience designing public facilities and/or similar projects.
4. Comprehensive working knowledge of commonly accepted public facility standards.
5. Strong interpersonal, communication, and presentation skills.
6. Upon award of the contract, ability to secure professional liability insurance for error and omissions as well as commercial general liability, automobile liability and workers' compensation insurance.

C. Contents of the Proposal

1. **Statement of Qualifications**

- Identify your firm, organizational structure and support resources available to complete the Summary of Services outlined above in this RFP.

- Indicate the date your organization was established.

- Describe the services provided by your organization.

- Identify the number of employees in your organization. Indicate any special training or experience members of your organization possess that may assist in providing the requested services.

- Provide a description of your organization's presence in New Jersey. Note the location of each office, the number of employees' resident in each office.

- Identify any public entities which your organization has provided services to during the last ten (10) years. For each matter, provide the name of the public entity, department or authority, a description of the matter, the dates of engagement and the name and contact information of the public entity employee responsible for overseeing the work of your organization on that matter.

- Provide the name, address, telephone number, email address, and facsimile number for the designated contact person in your organization.

2. List the qualifications of key personnel who would be assigned to this project including relevant experience, degrees, certifications and professional affiliations.

3. Propose a general work plan (including relevant timeline) to complete the requested services relative to the scope of work as outlined in this RFP.

4. A completed Fee Proposal Form

5. All forms and certificates required.

D. **SELECTION CRITERIA**

The Borough Administrator, under the direction of the Mayor and Council, shall review, screen, and rank all proposals. The Borough Administrator and/or Mayor and Council may rely on a committee, other sources or interviews to evaluate proposals at their sole discretion. Award will be made to the overall highest ranked firm. PRICE, PAST PROJECT HISTORY AND TECHNICAL SKILL WILL ALL BE CONSIDERED. The final Contract is subject to formal approval of the Borough Council.

E. **INTERVIEW**

The Borough reserves the right to interview any or all the applicants submitting a proposal. Although interviews may take place, the proposal should be comprehensive and complete on its face. Borough reserves the right to request clarifying information after submission of the proposal.

REQUEST FOR PROPOSALS (RFP) for
ARCHITETECTURAL SERVICES
BOROUGH OF OCEANPORT
Monmouth County, New Jersey

FEE PROPOSAL FORM

Enter Amount

1. **Programming Phase** $_____.____
   a. Create a Program of Spaces for building interior, including basic information such as sizes, space requirements, workflows, activities and special uses.
   b. Facilitate meetings with Borough staff as needed to develop basic components and traffic planning of building program, including standard building systems, equipment and materials, technology considerations and code compliance.
   c. Provide a schematic cost estimate and conceptual project schedule.
   d. Prepare and submit program plan of spaces and adjacent site layout for Borough review and approval.

2. **Design Development Phase** $_____.____
   a. Work with the Borough on space planning and design options and recommendations.
   b. Estimate construction costs and include all subconsultants' fees.
   c. Facilitate meetings with Borough staff to review space square footage and space utilization needs to develop Preliminary Design Documents.
   d. Conduct Design-Development meetings with Borough staff and address points of clarification regarding the project.
   e. Prepare and submit Preliminary Project Design Documents, Preliminary Specifications, Preliminary Cost Estimate and Schedule to the Borough for review and approval.

3. **Construction Document Phase** $_____.____
   a. Prepare complete Construction Documents and Specifications.
   b. Submit Construction Documents for review.
   c. Correct plans to reflect issues noted by review.

4. **Bid Phase** $_____.____
   a. Preparation of bid documents suitable for public bidding and conduct a pre-bid conference.
   b. Respond in writing to questions from bidders and prepare addenda as necessary.
   c. Distribute plans and bid documents to interested bidders and keep record of plan holders list.
   d. Assist in evaluation of bids based upon bidders' qualifications, compliance with bid requirements and price.

5. **Construction Administration Phase** $_____.____
   a. Conduct a Pre-Construction meeting and conduct regular construction progress meetings.
   b. Coordinate, review and process all Request for Change Proposals, Change Orders, etc., including maintaining a log of all such documents.
   c. Provide direction for questions and concerns from the contractor in resolution of problems.
   d. Monitor construction progress, cost, and general conformance with the contract documents throughout the construction process.
   e. Conduct Substantial Completion Inspection, coordinate and prepare punch list, substantiate that items noted are completed, and issue Substantial Completion Certificate.

TOTAL PROPOSED ARCHITECTURAL FEE (Items 1 thru 5) $_____.____

_____ _____

Company Name Federal I.D. # or Social Security #

Address Municipality, State, and Zip Code

Signature of Authorized Agent Type or Print Name

Title:_____

Telephone Number Date

Fax Number E-mail address

The Borough has the right to accept or reject any or all of the proposals by the offerors.

GENERAL INFORMATION

1. The Borough reserves the right to revise any part of the RFP by issuing an addendum.

2. Issuance of this RFP in no way constitutes a commitment by the Borough to award a contract. The Borough reserves the right to accept or reject, in whole or part, all Proposals submitted and/or cancel this announcement if it is determined to be in the Borough's best interest.

3. The Borough is not liable for any costs incurred by prospective proposer/respondents prior to issuance of or entering into a contract. Costs associated with developing the Proposals, preparing for oral presentations, and any other expenses incurred by the proposer/respondent in responding to this RFP are entirely the responsibility of the proposer/respondent, and shall not be reimbursed in any manner by Borough.

4. The Borough shall not be liable for any errors in Proposals statements. The Borough reserves the right to make corrections or amendments to the RFP due to errors identified in Proposals s by the Borough or the proposer/respondent. The Borough at its option, has the right to request clarification or additional information from the proposer/respondents; if requested, such information shall be provided within fourteen (14) days of request.

5. The Borough reserves the right to enter into a Contract without further discussion of the Proposals submitted based on the initial offer received. The Borough reserves the right to contract for all or a partial list of services offered in the Proposals statement. The RFP and Proposals of the selected proposer/respondent shall become part of any contract initiated by the Borough.

6. The selected proposer/respondent shall be expected to enter into a contract. In no event shall a proposer/respondent submit its own standard contract terms and conditions as a response to this RFP. If the selected proposer/respondent fails to sign all contract documents within ten (10) calendar days of delivery, the Borough may elect to cancel the award and award the contract to another proposer/respondent.

7. Pay to Play: The proposer/respondent is advised of the responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-20.13 (P.O. 2005, c.271, s.3) if the proposer/respondent receives contracts in excess of $50,000 from public entities in a calendar year. It is the proposer/respondent's responsibility to determine if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or www.elec.state.nj.us.

8. This RFP is being solicited through a fair and open process in accordance with N.J.S.A. 19:44A:20.5 et seq. 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.

STATUTORY AND OTHER REQUIREMENTS

Where applicable, the following are mandatory requirements of this proposal and contract.

1. MANDATORY AFFIRMATIVE ACTION CERTIFICATION

No firm may be issued a contract unless it complies with the affirmative action provisions of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1 et seq. The following information summarizes the full, required regulatory text, which is included as Appendix A of this proposal Scope of Services.

- Goods and Services (including professional services) Contracts

Each Vendor 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:

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

ii. A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4; or

iii. A photocopy of an Employee Information Report (Form AA 302) provided by the Division and distributed to the public agency to be completed by the Vendor in accordance with
N.J.A.C. 17:27-4.

2. AMERICANS WITH DISABILITIES ACT OF 1990

Discrimination on the basis of disability in contracting for the purchase of goods and services is prohibited. Vendors are required to read Americans with Disabilities language that is included as Appendix B of this Scope of Services and agree that the provisions of Title II of the Act are made a part of the contract. The Vendor is obligated to comply with the Act and to hold the Borough harmless.

3. STOCKHOLDER DISCLOSURE

N.J.S.A. 52:25-24.2 provides that no corporation or partnership shall be awarded any contract for the performance of any work or the furnishing of any goods and services, unless, prior to the receipt of the proposal or accompanying the proposal of said corporation or partnership, Vendors shall submit a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own ten percent or more of its stock of any class, or of all individual partners in the partnership who own a ten percent or greater interest therein. The included Statement of Ownership (P-2) shall be completed and attached to the proposal. This requirement applies to all forms of corporations and partnerships, including, but not limited to, limited partnerships, limited liability corporations, limited liability partnerships and Subchapter S corporations. Failure to submit a stockholder disclosure document shall result in rejection of the proposal.

4. PROOF OF BUSINESS REGISTRATION

N.J.S.A. 52:32-44 requires that each Vendor (Vendor) submit proof of business registration with the proposal. Proof of registration shall be a copy of the Vendor's Business Registration Certificate (BRC). A BRC is obtained from the New Jersey Division of Revenue. Information on obtaining a BRC is available on the internet at www.nj.gov/njbgs or by phone at (609) 292-1730. N.J.S.A. 52:32-44 imposes the following requirements on Vendors and all subcontractors that **knowingly** provide goods or perform services for a Vendor fulfilling this contract:

- The Vendor shall provide written notice to its subcontractors and suppliers to submit proof of business registration to the Vendor;
- Prior to receipt of final payment from a contracting agency, a Vendor must submit to the contacting agency an accurate list of all subcontractors or attest that none was used;
- During the term of this contract, the Vendor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, 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 this State.

A Vendor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of $25 for each day of violation, not to exceed
$50,000 for each business registration not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements is available by calling (609) 292-1730.

Failure to submit proof of registration within three (3) days of award for this proposal requires mandatory rejection of a proposal as a non-waivable defect.

5. NON-COLLUSION AFFIDAVIT

The Affidavit shall be properly executed and submitted with the proposal.

6. PAY TO PLAY

Starting in January, 2007, 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.

Businesses are further required to comply with all local ordinances regarding contribution limits for publicly contracted entities. Business entities are obligated to become familiar with their obligations under the local ordinances prior to submitting proposals for public contracts to the Borough of Lake Como.

METHOD OF CONTRACT AWARD

1. The form of contract shall be provided by the Borough to the successful Vendor. Terms of the Scope of Services/proposal package prevail in the case of any conflict. Vendor exceptions must be formally accepted by the Borough. Vendor exceptions must be listed on the vendor's submitted proposal in order to be considered by the Borough.

2. The Borough reserves the right to waive immaterial formalities.

3. The acceptance of a Proposal shall bind the successful Proposer to execute the contract or to be responsible for liquidated damages in the amount of ten percent (10%) of the proposed costs if the Proposer fails to enter into the contract or perform services there under.

CAUSES FOR REJECTING PROPOSALS

Proposals may be rejected for any of the following reasons:

1. All proposals pursuant to N.J.S.A. 40A:11-13.2;

2. If more than one (1) proposal is received from an individual, firm or partnership, corporation or association under the same name;

3. Multiple proposals from an agent representing competing Vendors;

4. The Vendor is determined to possess, pursuant to N.J.S.A. 40A:11-4b, Prior Negative Experience; or

5. If the mandatory forms are not received within the Proposal package.

TERMINATION OF CONTRACT

1. If, through any cause, the Vendor shall fail to fulfill in a timely and proper manner obligations under the contract or if the Vendor shall violate any of the requirements of the contract, the Borough shall there upon have the right to terminate the contract by giving written notice to the Vendor of such termination and specifying the effective date of termination. Such termination shall relieve the Borough of any obligation for balances to the Vendor of any sum or sums set forth in the contract. The Borough will pay only for goods and services accepted prior to termination.

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

3. The Vendor agrees to indemnify and hold the Borough harmless from any liability to Subcontractors/suppliers concerning payment for work performed or goods supplied arising out of the lawful termination of the contract by the Borough under this provision.

4. In case of default by the Vendor, the Borough may procure the goods or services from other sources and hold the Vendor responsible for any excess cost.

5. Continuation of the terms of the contract beyond the fiscal year is contingent on availability of funds in the following year's budget. In the event of unavailability of such funds, the Borough reserves the right to cancel the contract.

6. ACQUISITION, MERGER, SALE AND/OR TRANSFER OF BUSINESS, ETC.
   It is understood by all parties that if, during the life of the contract, the Vendor disposes of his/her business concern by acquisition, merger, sale and or/transfer or by any means convey his/her interest(s) to another party, all obligations are transferred to that new party. In this event, the new owner(s) will be required to submit all documentation/legal instruments that were required in the original proposal/contract. Any change must be approved by the Borough.

7. The Vendor will not assign any interest in the contract and shall not transfer any interest in the same without the prior written consent of the Borough.

8. The Borough may terminate the contract for convenience by providing 60 calendar days advance written notice to the Vendor.

9. If the successful Vendor and/or any of its employees and/or agents are required to be licensed and/or registered in order to perform the services which are the subject of this or any agreement thereof, then the agreement shall be terminated in the event that the appropriate governmental entity with jurisdiction has instituted an action to have the vendor’s license and/or registration suspended or revoked, or in the event that such entity has revoked or suspended said license or denied such registration. Notice of termination pursuant to this subparagraph shall be effective immediately upon the giving of said notice.

N.J.S.A. 10:5-31 and N.J.A.C. 17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
(Mandatory Affirmative Action Language)

FOR GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS:

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

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

The Vendor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the Vendor, 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 Vendor 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 Vendor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The Vendor 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 Vendor 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 Vendor 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 Vendor 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 Vendor 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 Vendor 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 Vendor 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 at N.J.A.C. 17:27.**

AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The Vendor and the Borough of Lake Como, (hereafter "Borough") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") *(42 U.S.C. S121 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 Borough pursuant to this contract, the Vendor agrees that the performance shall be in strict compliance with the Act. In the event that the Vendor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the Vendor shall defend the Borough in any action or administrative proceeding commenced pursuant to this Act. The Vendor 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 Vendor 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 Vendor 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 Vendor 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 Vendor 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 Vendor 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 Vendor pursuant to this contract will not relieve the Vendor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the Borough pursuant to this paragraph.

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

Name of Proposer: _____
(Person, Firm, or Corporation)

Date: _____

Signature and Title:

LIST OF SUBCONTRACTORS

In accordance with NJSA 40A:11-16, the bidder will set forth below the names, addresses and, if applicable, license numbers of the subcontractors to whom the bidder will subcontract work in the categories listed in connection with the erection, alteration or repair of any public building and the related site work.

WORK	SUBCONTRACTOR

If the “Document Required” box is checked on the Proposal Submission Checklist for the item “Evidence of Registration….,” evidence of registration pursuant to NJSA 34:11-56.48 et seq., for all subcontractors listed must be submitted prior to award of a Contract.

NOTE: If the BIDDER will not subcontract the work described in any category above but will complete it as prime contractor, it is not necessary to name a subcontractor. In such case, the BIDDER should insert "prime contractor" in the subcontractor name space. If more than one subcontractor will be utilized in any category, attach a certificate signed by the BIDDER listing each subcontractor named in the bid for that category. The certificate shall set forth the scope of work for which the subcontractor has submitted a price quote and which the BIDDER has agreed to award to each subcontractor should the BIDDER be awarded the contract. The certificate shall be submitted to the contracting unit simultaneously with the list of the subcontractors (attached to the Proposal). The certificate may take the form of a single certificate listing all subcontractors or, alternatively, a separate certificate may be submitted for each subcontractor.

Each of the above subcontractors shall be qualified in accordance with 40A:11-1 et seq. The OWNER shall require evidence of performance security to be submitted with this proposal. Evidence of performance security may be supplied by the BIDDER on behalf of the BIDDER and any or all subcontractors, or by each respective subcontractor, or by any combination thereof which results in evidence of performance security equaling, but in no event exceeding, the total amount bid. If separate evidence of performance security will be submitted by any subcontractor, the bid shall be accompanied by a separate certificate from a surety company in accordance with NJSA 40A:11-22.

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

GOODS AND SERVICES CONTRACTS
(INCLUDING PROFESSIONAL SERVICES)

This form is a summary of the successful bidder'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 bidder 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 photocopy 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 photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

OR

(c) A photocopy 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 bid 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: _____ SIGNATURE:

PRINT NAME:_____ TITLE: _____

DATE: _____

STOCKHOLDER DISCLOSURE CERTIFICATION
This Statement Shall Be Included with Bid Submission

Name of Business _____

D I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

D I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

D Partnership D Corporation D Sole Proprietorship

D Limited Partnership D Limited Liability Corporation D Limited Liability Partnership

D Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: _____ Name: _____

Home Address: _____ Home Address: _____

Name: _____ Name: _____

Home Address: _____ Home Address: _____

Name: _____ Name: _____

Home Address: _____ Home Address: _____

NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Detailed information on this requirement is found in Division of Local Government Services Local Finance Notices 2004-17 (8/6/04), 2004-24 (11/1/04), 2005-12 (4/27/05) and on the Division web site at www.nj.gov/dca/lgs/lpcl.

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)

_____the bidder making this Proposal for the bid
entitled_____, and that I executed the said proposal with
(title of bid proposal)
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_____relies upon the truth of the statements contained in said Proposal
(name of contracting unit)
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
_____.
Subscribed and sworn to

before me this day

Signature

_____, 2____

(Type or print name of affiant under signature)

Notary public of
My Commission expires_____(Seal)

STATE OF NEW JERSEY DEBARRED LIST AFFIDAVIT

I,_____of the_____(city) in the County of_____and the State of_____being of full age and fully sworn according to law on my oath depose and say that:

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

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

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

_____Contractor

_____Name and Title of Affiant

Subscribed and sworn before me this_____day of_____20____.

_____(Notary Signature)

Notary Public of _____

My Commission Expires_____.

<table>
<tr><th colspan="7">STANDARD BID DOCUMENT REFERENCE</th></tr>
<tr><td>Name of Form</td><td colspan="6">COMBINED CERTIFICATION: PROHIBITED ACTIVITIES IN RUSSIA AND BELARUS & INVESTMENT ACTIVITIES IN IRAN</td></tr>
<tr><td>Statutory Reference</td><td colspan="6">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</td></tr>
<tr><td rowspan="3">Applicability</td><td></td><td>Y/N</td><td></td><td>Mandatory</td><td>Optional</td><td>N/A</td></tr>
<tr><td>LPCL</td><td>Y</td><td>Goods and Services</td><td>X</td><td></td><td></td></tr>
<tr><td>PSCL</td><td>Y</td><td>Construction</td><td></td><td></td><td>X</td></tr>
<tr><td>Instructions Reference</td><td colspan="6"></td></tr>
<tr><td>Description</td><td colspan="6">P.L. 2022, c. 3 prohibits the award, renewal, amendment, or extension of State and local public contracts for goods or services with persons or entities engaging in prohibited activities in Russia or Belarus. P.L. 2012, c.25 prohibits the award or renewal of State and local public contracts for goods and services with persons or entities engaged in certain investment activities in the energy or finance sectors of Iran.

Before a goods and services contract can be entered into, vendors and contractors must certify that neither they nor any parent entity, subsidiary, or affiliate is listed on the New Jersey Department of the Treasury’s list of entities determined to be engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3 (“Russia-Belarus list”) or in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 list").</td></tr>
</table>

Prohibited Russia-Belarus Activities & Iran Investment Activities

Person or Entity	

Part 1: Certification

COMPLETE PART 1 BY CHECKING **ONE OF THE THREE 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

☐	*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.)

CONTRACT AMENDMENTS AND EXTENSIONS

☐	*I certify, pursuant to law, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate is listed on the N.J. Department of the Treasury's lists of entities determined to be engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3. 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: Additional Information

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.

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 Contracting Unit 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 the Contracting Unit to notify the Contracting Unit 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 the Contracting Unit and that the Contracting Unit at its option may declare any contract(s) resulting from this certification void and unenforceable.

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