

**BOROUGH OF PARK RIDGE
BBRGEN COUNTY, NEW JERSEY
REQUEST FOR PROPOSAL**

Sealed proposals will be received on May 9, 2012 by 10:00 A.M. and opened and read in public by the Park Ridge Borough Administrator or her designee in the Council Chambers of Park Ridge Borough Hall on May 9, 2012 at 3:00 P.M. prevailing time, or as soon thereafter as the matter can be reached, for supplying:

**BOROUGH OF PARK RIDGE, BOROUGH OF MONTVALE
AND BOROUGH OF WOODCLIFF LAKE POLICE SERVICES
CONSOLIDATION/MERGER FEASIBILITY STUDY**

The Borough of Park Ridge (the "Borough") seeks the services of a qualified consultant (the "consultant") to assist with a law enforcement consolidation of services and/or merger of agencies study commenced at the behest of the governing bodies of the Borough of Park Ridge, the Borough of Montvale and the Borough of Woodcliff Lake (the "Boroughs"), and to be coordinated and facilitated through the Office of the Borough Administrator of the Borough Park Ridge. Specifically, said Consolidation Study shall examine the efficacy and ability of the Boroughs' law enforcement agencies to share personnel, services, equipment and facilities in an effort to reduce tax payer expenditure on redundant services while at the same time delivering those very law enforcement services necessary to preserve and protect the health, safety and welfare of the citizens of the Boroughs. The Borough of Park Ridge is issuing this Request for Proposal (the "RFP") to solicit proposals from individuals and/or organizations desiring to provide such services (the "Bidders") on behalf of the Borough of Montvale and the Borough of Woodcliff Lake.

Specifications for the proposed services are on file in the office of the Park Ridge Borough Clerk and will be furnished to prospective bidders upon request.

Sealed proposals can be forwarded to the Park Ridge Borough Clerk by mail, messenger, courier, overnight services or by hand at the Park Ridge Borough Hall, 55 Park Avenue, Park Ridge, New Jersey 07656 c/o the Park Ridge Borough Clerk.

Bidders are required to comply with the requirements of N.J.S.A 10:5-31 et seq. and N.J.A.C. 17:27. The bid package must include all required documents including, but not limited to, copies of the consultant's and all of its subcontractors' NJ Business Registration Certificates.

The Boroughs will not reimburse the consultant for any costs associated with the preparation of a proposal. Requesting proposals does not constitute an award of a contract and the Borough of Park Ridge retains the right to cancel this procurement at any time. All proposals received will be valid from the time of receipt for a period of sixty (60) days, until the Borough of Park Ridge awards a contract, if any.

The proposal is being solicited through a fair and open process in accordance with NJSA 19:44A-20.4 et seq.

Kelley R. O'Donnell, Borough Clerk

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SECTION I: PURPOSE OF THE REQUEST FOR PROPOSALS.

The Boroughs of Park Ridge, Montvale and Woodcliff Lake seek the services of a qualified consultant to assist with a study of the feasibility of law enforcement consolidation of services and/or merger of agencies. Specifically, said consolidation study shall examine the efficacy and ability of the Boroughs of Park Ridge, Montvale and Woodcliff Lake to share personnel, services, equipment and facilities in an effort to reduce taxpayer expenditure on redundant services while at the same time delivering those very law enforcement services necessary to preserve and protect the health, safety and welfare of the residents of the Boroughs of Park Ridge, Montvale and Woodcliff Lake.

The Borough of Park Ridge is issuing this Request for Proposal (RFP) on behalf of the Boroughs of Montvale and Woodcliff Lake to solicit proposals from individuals and/or organizations desiring to provide such services (the Bidders).

This RFP identifies the services required, the required qualifications of the Consultant, the method by which individuals and organizations may submit their proposals, and the terms and conditions of this RFP and of the contract(s), which would be utilized in the event of engagement of services.

SECTION II: STUDY DESCRIPTION.

The Boroughs of Park Ridge, Montvale and Woodcliff Lake wish to investigate the feasibility of providing police services to its populations in conjunction with each other all in accordance with applicable statutes, regulations and Attorney General Directives.

Currently the Borough of Park Ridge provides local police services to its own residents (population 8,645) with a sworn force of 17 full time police officers headed by a Chief of Police. The Borough of Park Ridge is subject to the rules and regulations of the NJ Civil Service Commission.

The Borough of Montvale (population 7,844) presently provides local police services to its own residents with a sworn force of 21 full time officers headed by a Chief of Police.

The Borough of Woodcliff Lake (population 5,730) presently provides local police services to its own residents with a sworn force of 18 full time officers headed by a Chief of Police.

Dispatch for the three (3) police agencies, including the three (3) respective Volunteer Fire Departments and the Tri-Boro Ambulance Corps is provided by Northwest Bergen Central Dispatch, located in Ridgewood, New Jersey.

The Consultant shall ensure that all divisions of said stakeholder agencies are examined and analyzed during the course of said consolidation study and that recommendations will be made for each stakeholder agency individually and in conjunction with the other stakeholder agencies. While said consolidation/merger study will be awarded to an outside, third party Consultant with no nexus or relationship with any of the stakeholders as defined herein, the Consultant shall act

as facilitator, coordinator and confidential counselor to the governing bodies and their designated staff of the Boroughs of Park Ridge, Montvale and Woodcliff Lake and shall be responsible in all aspects for the interpretation, analysis and recommendations ultimately provided to the governing bodies and their designated staff of the Boroughs of Park Ridge, Montvale and Woodcliff Lake.

SECTION III: SCOPE OF WORK FOR CONSOLIDATION MERGER STUDY.

The following areas of analysis shall set forth the minimum requirements a selected Consultant shall address as part of the consolidation/merger study and recommendations which flow therefrom:

1. Line item budget analysis for each stakeholder agency for the previous five (5) years. Said analysis shall detail any found duplication of resources, including but not limited to staffing and purchasing of law enforcement services and equipment;
2. Comprehensive core function analysis of the mission statement, performance objectives and corresponding performance history of each stakeholder agency with a goal of increasing law enforcement efficiency without interfering with overriding public safety concerns while reducing redundancy of services amongst agencies;
3. Staffing analysis of each stakeholder agency for both sworn and civilian personnel. Said analysis shall include, but not be limited to a review of supplemental staffing utilized over the past five years through the use of outside Consultants, including consultants;
4. Overtime analysis, including stated reasons therefore, for each stakeholder agency for the previous five years and the source of funds utilized for the payment of said overtime;
5. Review and analysis of existing labor agreements for each stakeholder agency. Said analysis shall include, but not be limited to a comprehensive legal analysis of the interaction between civil service and non civil service agencies as it relates to consolidation, staffing issues including manpower requirements and any requisite depletion of force initiatives;
6. Comprehensive review and analysis of each stakeholder agency purchasing history for the previous five years. Said analysis shall include, but not be limited to an explanation of methodology and implementation of the items procured by each stakeholder agency;
7. Tenancy requirements of each stakeholder agency and the costs associated therewith. Said analysis shall include, but not be limited to an examination of any and all now existing contracts and the costs associated therewith for each stakeholder agency along with an analysis of future tenancy requirements and costs associated therewith should each agency continue to stand alone and in light of any consolidations recommendations made pursuant to this study;
8. Comprehensive review and analysis of the macro and micro-level information technology needs and resources of each stakeholder agency. Said analysis shall include, but not be limited to R.M.S., C.M.S. and C.A.D. compatibility in conjunction with Bergen County Law Enforcement Directives 2010-2 and 2010-3;
9. Revenue generations for each stakeholder agency for the previous five (5) years through the assessment and collection of fines, penalties and the civil forfeiture (state and federal) process.

10. Ramifications of the recommendations generated by the consolidation/merger study by qualified labor counsel and I.T. professional.

The contract award shall be given to a company that has and does exhibit, either through itself or its subcontractors, a high level of expertise to provide an examination of fact and conclusions from the following nonexclusive areas:

1. Labor issues associated with a law enforcement consolidation between two (2) or more municipalities, including those associated with the laws of civil service.
2. A cost-benefit analysis for the consolidation of facilities and/or services, including an actual plan and description of savings to be allocated to each participating municipality and based upon the assessments and ratable base of each municipality. That is, while it might be determined that a gross dollar amount will be saved by the consolidation studies, the study should pinpoint exactly what each of the participating municipalities will save as a result of the consolidation, taking into consideration that part or all of the law enforcement facilities may continue to exist in one, some or several of the communities. The retained consultant shall expressly describe all anticipated capital and other expense costs that could be anticipated in connection with adopting any and all of the various options for consolidation and/or merger plans prepared by the consultant or any other costs associated with the adoption of any of the recommendations by the consultant short of consolidation or merger. In addition, the consultant shall provide to the participating communities available funding sources which could help to offset any of those anticipated costs associated with the pursuit of such merger plans, including, but not limited to, the available funding offered by the Office of the Bergen County Prosecutor.
3. Tables of Organization and Staffing Requirements.
4. Information Technology Requirements.
5. Public Safety Concerns.
 - a. It shall be considered as a critical element of any study to be done and to be considered for funding that a specific public safety analysis be conducted to examine whether or not there shall be any impairment whatsoever to the providing of law enforcement services to any of the citizens residing within the participating municipalities, including commercial and industrial properties. Recognizing that no governing body of the Borough of Park Ridge, Borough of Montale and the Borough of Woodcliff Lake would entertain a consolidation study that, if approved, excepted and implemented, would result in a reduction in safety measures and law enforcement services within any of the Boroughs, a study must contain a specially dedicated provision that addresses these issues, with reference to empirical data, crime statistics and accepted resident/police ratios that shall outline, from a factual basis, whether or not affected law enforcement services shall continue in each of the participating municipalities.
6. Upon the receipt of the initial draft study, same shall be provided to the Tri-Borough Police Consolidation Steering Committee for review and analysis. Such document shall be considered as a work in progress and a draft instrument that has not been accepted at that time.

7. The governing bodies of each participating municipality shall be permitted to view the report in caucus prior to the release to the public so that they may review same and become aware of its terms and conclusions. It is anticipated that such a preliminary review not occur for a period in excess of thirty (30) days. At or prior to that time, the final report shall be released to the public, including the media, for public viewing and inspection. The first of two (2) public hearings shall be scheduled by each Borough or in a combined public meeting comprised of a quorum of participating municipal members, on notice in accordance with the Open Public Meetings Act and wherein the public shall have an opportunity to ask questions and to comment upon the study. A second hearing shall be scheduled by each Borough, shall be held relative to the study, which second hearing shall not be held less than two (2) weeks from the first hearing and which time shall allow any member of the public to provide to the various governing body members any additional information that supports, corrects or in any way touches upon anything contained in the report. Thereafter, the municipal governing bodies participating in the plan, either by themselves or in combination with others, may conduct such further review or studies, and arrange for such public meetings as shall be necessary to fully advise the public of the study. The Consultant shall be present at each of these public meetings with cost therein included in the cost of the study. Nothing shall prevent the governing bodies from also discussing the study in open work sessions to allow for appropriate input between the governing body members and under circumstances which they alone shall deem advisable. A final determination shall be made by all municipal governing bodies on whether or not to accept or reject the study, in modified or negotiated form within six (6) months from the date in which the final report was released to the public.

SECTION IV: RESPONSIBILITIES DURING COURSE OF CONSOLIDATION MERGER STUDY

At all times during the course of the consolidation/merger study, the Consultant shall act as the confidential advisor to the governing bodies and their designated staff of the Boroughs of Park Ridge, Montvale and Woodcliff Lake as well as the Tri-Borough Police Consolidation Steering Committee.

To this end, the Park Ridge Borough Administrator shall serve as Liaison to the Consultant and shall, at all times, be available to assist the Consultant on any matter relevant to the consolidation study. The Consultant shall provide the names of the individuals on the consulting team to the governing bodies and their designated staff of the Boroughs of Park Ridge, Montvale and Woodcliff Lake, as well as the Tri-Borough Police Consolidation Steering Committee and the Tri-Borough Police Consolidation Steering Committee shall approve same prior to the execution of any contract between the parties for consulting services.

All members of the Consultant agency who shall participate in consolidations study will be subject to a background investigation conducted by the Borough of Park Ridge, Borough of Montvale and Borough of Woodcliff Lake. It is anticipated that during the course of the consolidation study, access to documents, inspection of facilities and the contents of same, as

well as interviews of both management and non management personnel of the stakeholder agencies, shall be required. The Liaison shall be responsible for ensuring that unfettered access to any item, place, personnel or thing is not inhibited in any way. Further, the selected Consultant shall prepare a Gant Chart which shall document the scope of work to be performed and the corresponding appropriate time frame for its completion. The Consultant shall ultimately be responsible for ensuring that the study is completed and written recommendations submitted to the governing bodies and their designated staff of the Boroughs of Park Ridge, Montvale and Woodcliff Lake as well as the Tri-Borough Police Consolidation Steering Committee an Executive Summary no later than August 15, 2012.

It shall be the responsibility of the Consultant to meet minimally on a bi-weekly basis with the Park Ridge Borough Administrator and provide updates on the progress of the consolidation study. To this end, the Liaison shall be required to know the daily schedule and agenda of the selected Consultant and shall in all instances, ensure that an appropriate environment is available for the Consultant to conduct its work. The Consultant shall inform the Park Ridge Borough Administrator of any impediments or delays which inhibit the ability of the selected Consultant to perform pursuant to specification.

SECTION V: RESPONSIBILITIES AT CONCLUSION OF CONSOLIDATION/MERGER STUDY

At a date and time no later than August 30, 2012 the selected Consultant shall provide to the governing bodies and their designated staff of the Boroughs of Park Ridge, Montvale and Woodcliff Lake, as well as the Tri-Borough Police Consolidation Steering Committee, a detailed analysis complete with recommendations for consolidation of services and/or merger of agencies pursuant to the Scope of Work set forth herein.

At a minimum, the conclusions relative to consolidation and/or merger shall address the following Issues:

1. Any and all Public Safety concerns.
2. Cost benefit analysis to the Boroughs and their citizens occasioned as a result of:
 - a. consolidation of services; and/or
 - b. merger of agencies.

In determining the cost benefit analysis, Items 1 through 10 of the Scope of Work at a minimum shall be addressed in detail when discussing the benefits and downfalls of consolidation of services and/or merger of agencies.

3. Time frame for implementation of all recommendations.
4. Time frame for cost benefit to be realized.

SECTION VI: SELECTION OF CONSULTANT TO CONDUCT CONSOLIDATION/MERGER STUDY

The Stakeholders recognize and acknowledge the significance of the study and the ramifications attendant thereto. As such, the bona fides of any such proposed Consultant seeking to perform the consolidation/merger study must be scrupulously examined. Accordingly, representatives

from the stakeholder agencies shall be responsible for conducting all due diligence required on all prospective Consultants, and will make recommendations to the Prosecutor concerning their qualifications, which shall include, but not be limited to the following criteria:

1. Demonstrated ability to perform the Scope of Work set forth herein on at least five (5) prior occasions for law enforcement agencies with an aggregate manpower of seventy-five or less sworn law enforcement personnel (Consultant must supply ten (10) executive summaries generated pursuant to this requirement);
2. Project Manager. The Consultant's proposed Project Manager for the Study must have demonstrated verifiable, successful experience in Consolidation/Merger Studies.
3. Principal Staff Members. The Consultant must provide the names and titles and resumes of all principal staff members who will work on this Study.
4. Ability to perform task in the stated time frame;
5. Relationships, if any, with the stakeholders as set forth herein;
6. Financial stability of the organization;
7. Resources available to commit to the consolidation study, including but not limited to legal counsel to analyze all facets of labor issues to be contemplated and confronted as a result of consolidation and an information technology professional possessing the following qualifications:
 - an understanding of data management fundamentals, wherein Oracle and MS SQL is required;
 - an understanding of the Microsoft server and desktop suite software;
 - a strong understanding of Data Center Operations;
 - a strong understanding of Network Management;
 - a strong understanding of LT. electronic and physical security-system, network and data;

Due diligence may be accomplished in a myriad of manners, and the Stakeholders as a collective body shall not be inhibited in any manner from ascertaining information relative to the Consultant which would impact the decision the governing bodies of the Boroughs of Park Ridge, Montvale and Woodcliff Lake makes relative to the ability of the prospective Consultant to perform pursuant to the Scope of Work provided herein. As part of their due diligence, the Stakeholders shall be able to collect and otherwise glean from the prospective Consultant any and all information they so require by way of interview, collection of data and other relevant information, interview of prior clients and review of any documents prepared by the prospective Consultant for prior consolidation surveys conducted.

During the course of the selection process, the Tri-Borough Police Consolidation Steering Committee will be required to examine all submissions by prospective Consultants and opine as to whether said Consultant is a responsible and responsive Consultant in accordance with the Scope of Work set forth herein.

SECTION VII: FUNDING

Following a review of the proposals submitted, and all appropriate due diligence being performed by the Stakeholder agencies pursuant to the Scope of Work set forth herein and a

review of Consultant qualifications, the Tri-Borough Police Consolidation Steering Committee shall identify the most appropriate Consultant to conduct the consolidation and transmit the recommendation to the governing bodies of the Boroughs of Park Ridge, Montvale and Woodcliff Lake Borough of Park Ridge.

Thereafter, the Borough of Park Ridge Administrator shall request the governing bodies of the Boroughs of Park Ridge, Montvale and Woodcliff Lake to adopt a Resolution awarding a contract for services for the conduct of the consolidations study. It is recognized and understood that funding for such consolidation study shall come from Bergen County Prosecutor Law Enforcement Trust Account, which is comprised of funds seized from and ultimately forfeited by criminal defendants. The Consultant shall recognize that the Boroughs of Park Ridge, Montvale and Woodcliff Lake are not obligated to fund the study and that the obligation to provide payment shall be solely that of the Bergen County Prosecutor

SECTION VIII: TERMS AND CONDITIONS OF THIS RFP

1. Any proposals not substantially in compliance with these requirements, or not containing all required information, may, at the Borough of Park Ridge sole discretion, be declared not responsive and will not be considered by the Borough of Park Ridge and the Tri-Borough Police Consolidation Study Steering Committee.
2. The Borough of Park Ridge will not be responsible for any costs incurred by a Consultant in the preparation of its response to this RFP, nor for any costs incurred by Consultant in responding to requests made by the Borough of Park Ridge during its evaluation of the received proposals and/or in the selection of a Consultant. The Borough of Park Ridge will respect Consultant's costs and take all possible actions to avoid requiring Consultant to incur unnecessary expenses in their efforts to secure this Contract.
3. All proposals submitted in response to this **RFP** become the property of the Borough of Park Ridge and, as such, are public records and may be subject to public review under the Open Public Records Act.
4. No proposal or bid submitted hereunder may be withdrawn by the Bidder within sixty (60) calendar days after the date of the Bid Opening.
5. The Borough of Park Ridge reserves the right to request additional information and/or clarifications from any or all Bidders responding to this RFP as part of the Borough of Park Ridge's, Borough of Montvale's and Borough of Woodcliff Lake's evaluation of proposals received and in an effort to determine which Consultant could best meet the Borough of Park Ridge's needs.
6. Bid Submissions with material omissions or defects will also be rejected in as much as the public bidding laws dictate that no material element of a bid may be provided after bids are opened. Notwithstanding anything to the contrary, the Borough of Park Ridge reserves the right to waive any minor irregularity in a submitted document if: (a) the waiver will not deny the Borough of Park Ridge of its assurance that the contract will be entered into, performed and guaranteed according to specification requirements; and if (b) the waiver will not adversely affect competitive bidding by placing the bidder in a position of advantage over the bidders or by otherwise undermining the necessary common standard of competition.

SECTION IX: CONFIDENTIALITY

1. All information obtained by the Boroughs of Park Ridge, Montvale and Woodcliff Lake from the Consultant in connection with this RFP is subject to disclosure under the Open Public Records Act ("OPRA"), N.J.S.A. 47:1A-1 et seq. All information will remain with the Boroughs of Park Ridge, Montvale and Woodcliff Lake and be retained for public record purposes subject to disclosures exceptions asserted by the Boroughs of Park Ridge, Montvale and Woodcliff Lake including but not limited to:
 - a. administrative or technical information regarding computer hardware, software and networks which, if disclosed, would jeopardize computer security;
 - b. emergency or security information or procedures for any buildings or facility which, if disclosed, would jeopardize security of the building or facility or persons therein;
 - c. security measure and surveillance techniques which, if disclosed, would create a risk to the safety of persons, property, electronic data or software.
2. Consultants must identify any proprietary or confidential information as such and that information has been supplied in confidence, either implicitly or explicitly. The treatment of such information shall, however, be subject to the provisions of the Open Public Records Act.
3. All information provided by or obtained from the Boroughs of Park Ridge, Montvale and Woodcliff Lake in any form in connection with this RFP either before or after the issuance of this RFP:
 - a. is the sole property of the Boroughs of Park Ridge, Montvale and Woodcliff Lake and must be treated as confidential;
 - b. is not to be used for any purpose other than replying to this RFP and the performance of any subsequent agreement;
 - c. must not be disclosed without prior written authorization from the Boroughs of Park Ridge, Montvale and Woodcliff Lake; and
 - d. shall be returned by Consultants to the Boroughs of Park Ridge, Montvale and Woodcliff Lake immediately upon the request of said Boroughs.

SECTION XII: CONTACT INFORMATION & CONTRACTING AGENT PROVISIONS

At any time during this RFP process, questions relating to this Request for Proposal can be directed exclusively to the Park Ridge Borough Clerk named below. No questions may be addressed to any other employee.

Kelley R. O'Donnell, Borough Clerk
Borough of Park Ridge
55 Park Avenue
Park Ridge, NJ 07656

Email: kodonnell@parkridgeboro.com

Questions raised must be solely for clarification of the Borough of Park Ridge's intent or of the information expressed in this RFP. No questions will be accepted after 11:00 AM (EST) on May 1, 2012 to allow sufficient time to disseminate answers to the questions.

The Borough of Park Ridge reserves the right to provide all Consultants who have received RFP documents with the answers to any question raised by any Consultant.

For purposes of the New Jersey Local Public Contracts Law, the Borough of Park Ridge shall be the Contracting Agent with the Consultant and all vouchers, payments and requisitions shall be submitted through the Borough of Park Ridge.

SECTION XIII: PROPOSAL SUBMISSION PROCESS

A. Once proposals are submitted, the Borough of Park Ridge will undertake an analysis of all proposals and develop a recommendation. If the recommendation is approved, the Borough of Park Ridge will move forward with the authorized actions.

1. Anticipated Time Table:

- a. Issue RFP – April 23, 2012
- b. Pre-proposal Conference, if any- 10:00 AM, May 1, 2012
- c. Deadline for Requests for Clarification - 11 :00 AM on May 1, 2012
- d. Bid Opening – 3:00 on May 9, 2012
- e. Submit recommendation - undetermined at this time
- f. Determination as to award of contract, if any- undetermined at this time
- g. Recommendations & Executive Summary submitted to the governing bodies and their designated staff of the Boroughs of Park Ridge, Montvale and Woodcliff Lake no later than – August 15, 2012.
- h. Consultant completes Final Consolidation Study on August 30, 2012 Issue RFP – April 23, 2012

2. Pre-Proposal Conference

Each Consultant must thoroughly understand the goals of the Borough of Park Ridge, Borough of Montvale and Borough of Woodcliff Lake and possess the financial resources and experience required to execute the scope of work.

B. In order to address questions and comments on this RFP, the Borough of Park Ridge will hold a Pre-Proposal Conference on May 1, 2012, if necessary, at 10:00 AM in Park Ridge Borough Hall, 55 Park Avenue, Park Ridge, NJ 07656.

C. Attendance at the Pre-Proposal Conference is strongly recommended **but** is not mandatory. Firms that do not attend should assume that they may be at a disadvantage when submitting a

proposal. Those desiring to attend the conference are requested to notify Borough Clerk O'Donnell by emailing her at kodonnell@parkridgeboro.com prior to the conference.

1. Requests for Information and Addenda

- a. The Consultant shall carefully examine the RFP and conditions affecting the work. By submitting a proposal, the Consultant acknowledges that it has carefully examined the RFP and satisfied itself as to the conditions affecting the work. The Borough of Park Ridge assumes no responsibility for any conclusions or interpretations made by the firm on the basis of the information made available by the Borough of Park Ridge.
- b. Inquiries regarding the Request for Proposal shall be submitted in writing, preferably by email, to the Borough of Park Ridge at the following address:
 - i. Borough Clerk Kelley R. O'Donnell
 - ii. 55 Park Avenue
 - iii. Park Ridge, New Jersey 07656
- c. To be given consideration, all such inquiries must be received, in writing or email, no later than 11:00 AM on May 1, 2012.
- d. Any response that the Borough of Park Ridge may choose to make will be by a written addendum and sent to all listed holders of the RFP. Any informal explanation, clarification, or interpretation will not bind the Borough of Park Ridge of Bergen, oral or written, by whoever made, that is not incorporated into a written addendum.
- e. A firm's failure to request a written addendum will preclude such firm from, thereafter, claiming any ambiguity.
- f. Copies of such addenda as may be issued will be furnished to all prospective firms. If, in the sole opinion of the Borough of Park Ridge, the addenda require material changes to pending proposals, the time or date set for receipt of proposals may be postponed by such period of time as, in the opinion of the Borough of Park Ridge, will enable firms to revise their proposal forms. In such cases, the addenda will include the new date and time for receipt of Proposals.
- g. Firms are required to acknowledge receipt of all addenda. The firm as part of its proposal shall submit the document "Bid Acceptance Form." Failure to acknowledge receipt of all addenda may render a proposal non-responsive proposal.

SECTION XIV: PROPOSAL SUBMISSION FORMAT

1. Written Proposal Format

Consultants shall submit comprehensive written proposals in the format and order described herein. Consultants are urged to be thorough in the preparation of their proposals; review and address each requirement described in the scope of work; and clearly describe the Consultant's approach to meeting or exceeding each requirement. The proposal shall present a clear and concise understanding of the requirements of the RFP.

2. Proposal Size & Other Restrictions

A. Proposals are to be prepared on 8-1/2" x 11" paper, bound on the long side. A limited number of 11" x 17" fold out sheets are acceptable. All pages are to be sequentially numbered.

Unnecessarily elaborate proposals are not being sought. Elaborate artwork, expensive paper and bindings and expensive visual and other preparation aids are not necessary.

B. Consultant's Written Proposal must be submitted in the format specified above, including separation and labeling of sections. It would be convenient – but not required - if each separate Written Proposal could be bound (by a binding format, or contained in a three-ring binder) or otherwise contained so they can be more easily reviewed by the Proposal Review Team. The Bid Proposal form must be placed as the first page within the bound material.

C. Proposals should be limited to no more than thirty (30) written pages. This restriction does not include any required forms such as Business Registration, Direct Campaign Contributions, firm resumes, other supporting documents, etc.

D. Other Material: Consultants may include other information to the extent that it may be helpful to the Borough of Park Ridge, Borough of Montvale and the Borough of Woodcliff Lake in evaluating the Consultant's proposal. Videotapes, large bound materials and similar materials of a purely marketing nature may not be included.

3. Proposal Copies

The Borough of Park Ridge requires one (1) original and ten (10) copies of the Consultant's proposal.

SECTION XVI: PROPOSAL SUBMISSION ELEMENTS

Each proposal shall respond specifically to this RFP and not contain extraneous materials not requested or required.

1. Bid Proposal. All bid submission proposals must address the following:
 - a. Price, as quoted in gross dollar amounts, for consolidation/merger study of the Offices of the Borough of Park Ridge, Borough of Montvale and Borough of Woodcliff Lake Police Departments.
2. Cover Letter / Written Proposal. The Consultant shall provide a brief narrative that demonstrates the Consultant's understanding of the Study's goals and objectives and the

nature and scope of work involved. The cover letter shall also provide a firm profile and have as attachments resumes of key project personnel including Project Manager.

The cover letter shall include the following elements:

- a. Understanding of Law Enforcement Consolidation/Merger
- b. Qualifications of Personnel
- c. Demonstrated Ability.
- d. Summarize the Key Points of the Consultant's Proposal

The Written Proposal must contain the following information in separate, easily identifiable sections:

- e. Form of Organization. Indicate whether the firm is a partnership, corporation, or sole proprietorship, where organized, and the names of the principals, officers and directors of the firm. If the Consultant proposes the use of subcontract or "partnership" individuals and/or organizations, the Consultant shall provide all of the organizational and employee information requested herein for Consultant and for each subcontracted organization and/or individual to be utilized. Also provide an organizational chart showing the contractual or "partnership" relationship of the Consultant(s) and any proposed subcontractors
- f. Personnel: For each Consultant personnel and employee that are to be involved in the Work, provide their name, title and resume or curriculum vitae documenting their length and breadth of relevant experience, education, other relevant qualifications, professional credentials, and length of service with the Consultant's firm. Note: Consultants must immediately notify Park Ridge Borough Clerk Kelley O'Donnell, on any personnel changes that occur during the Borough of Park Ridge, Borough of Montvale and Borough of Woodcliff Lake evaluations and selection process that would change the Key Personnel that the Consultant proposes to assign to this Project if awarded a contract.
- g. Demonstrated Capability: Demonstrate, in the sole opinion of the Borough of Park Ridge, Borough of Montvale and Borough of Woodcliff Lake, proven experience and capability to complete a project of this type and scope in a timely and professional manner, and to offer the said Boroughs the greatest efficiency in operating methods for this project. The selected Consultant must demonstrate at least the following:
 - i. Demonstrated ability to perform the Scope of Work set forth herein on at least five prior occasions for law enforcement agencies with an aggregate manpower of at least sixty (60) sworn law enforcement personnel (Consultant must supply five executive summaries generated pursuant to this requirement);
 - ii. Adequate local or regional presence, logistics capability, etc. sufficient to permit the Consultant to successfully and efficiently undertake the work;
 - iii. Sufficient financial stability to adequately permit it to carry out any contract resulting from this RFP.
- h. Integrity

- i. The Consultant must have demonstrated integrity in its business dealings with vendors, subcontractors, and/or customers, as evidenced by satisfactory references.
- ii. In addition, the Borough of Park Ridge requires that the selected consultant must:
 1. Not be a party to, or otherwise involved in, any pending litigation, investigation, financial foreclosure or other action, or any other procedure that would in any way impair its ability to perform its responsibilities under the anticipated contract;
 2. Not be affiliated with, owned by, or otherwise engaged with any other firms that could pose a real or potential conflict of interest with the Borough of Park Ridge, Borough of Montvale and/or Borough of Woodcliff Lake;
 3. Not be receiving, either as an organization and/or on the part of its owners, principals, or executives, any financial benefit from the services to be provided to the Boroughs other than as a direct result of the fees to be paid by the Borough of Park Ridge under the anticipated Contract;
 4. Not be in arrears to the Borough of Park Ridge, Borough of Montvale or Borough of Woodcliff Lake for any taxes, fees, or other obligations;
 5. Not be found guilty of, either as an organization and/or on the part of its owner, principals, or executives, any illegal activities that preclude it from establishing contracts with government entities

3. Required Submission Elements.

The Consultant's submission shall include a Bid Check List Sheet, Bid Proposal Form, Cover Letter / Written Proposal and the items set forth herein. Failure to submit complete Submission Requirements will result in disqualification of the Consultant. Failure to submit all information required will also result in rejection of the Consultant's pre-qualification package:

- a. Bidder's Check List
- b. Bid Proposal Form
- c. Cover Letter / Written Proposal
- d. Bid Acceptance, Time to Complete and Addendum (if any)
- e. Notice for Corporations and Partnerships / Statement of Ownership
- f. Disclosure Statement
- g. Non-Collusion Affidavit
- h. Vendor Information
- i. Consent of Surety or Insurance Certificate
- j. EEO/Affirmative Action Compliance Form
- k. Americans with Disabilities Act Form
- l. Copy of Business Registration

Consultants are solely responsible for reviewing this RFP in its entirety to ensure that they have submitted all necessary forms and proposal information.

SECTION XIV: EVALUATION AND SELECTION

1. Competitive Contracting - The objective of the Borough of Park Ridge, Borough of Montvale and Borough of Woodcliff Lake is to select the highest qualified firm for the services to be rendered, at compensation determined as fair and reasonable to the Borough of Park Ridge. Pursuant to N.J.S.A. 40A:11-4.1(I) ["Competitive Contracting; use in lieu of public bidding"], proposals will be evaluated by the Boroughs on the basis of the most advantageous, price and other factors including but not limited to experience, qualifications and reputation in the field, reputation for timely delivery and quality implementation. An award, if made, shall be made to the most responsible Consultant whose proposal is most advantageous to the Borough of Park Ridge, Borough of Montvale and Borough of Woodcliff Lake taking into consideration Consultant's history and performance in law enforcement consolidation/merger studies, quality of proposal and other factors set forth in this request for proposals.
2. Selection Process
 - a. Respondents will be evaluated by a *Technical Evaluation Committee ("TEC")* composed of the Tri-Borough Police Consolidation Study Steering Committee. The TEC will utilize predetermined evaluative criteria in reviewing respondent submittals.
 - b. Upon receipt of the Proposals, the Borough of Park Ridge will provide a copy of the Proposal to each member of the (TEC). Duties of the TEC will include:
 - i. Review and evaluation of Written Proposals.
 - ii. Participation and evaluation of Oral Presentations, if necessary.
 - iii. Recommending Award of a Contract.

During the evaluation, the Borough of Park Ridge reserves the right to request interview and/or to request such additional information as may be needed to assist the Borough of Park Ridge in its evaluation.
3. Proposal Evaluations

The TEC will review and evaluate the Written Proposals based on quality and substance of the proposal. TEC members may solicit and share reference information (whether supplied by the Consultant or others) and may obtain and share technical advice from the Borough of Park Ridge staff concerning any proposal or financial arrangement and incorporate this information into their evaluation. The Written Proposals will be evaluated against the criteria enumerated in this Request for Proposal.

Consultants are advised that the Borough of Park Ridge, Borough of Montvale and Borough of Woodcliff Lake reserve the right to meet with Consultants to discuss details of their proposal and/or to request written clarification or additional details necessary to clearly understand the proposal. All such additional, supplemental or clarifying information may be considered as part of the technical evaluation of proposals.

Oral presentations may be required or may be waived at the discretion of the Borough of Park Ridge, Borough of Woodcliff Lake and Borough of Montvale. Oral presentations, if

necessary, will provide an opportunity for the Consultant to clarify or elaborate on its proposal but may not in any way change the Consultant's original proposal.

The Technical Evaluation Committee, with participation by the Borough of Park Ridge's staff, will conduct the oral presentations.

4. Evaluation Criteria: Proposals will be evaluated based on the criteria set forth herein and weighted as follows:

Criteria	Weight
1. Bid Proposal Cost	50%
2. RFP Criteria set forth herein including but not limited to	50%
a. Understanding of Consolidation/Mergers	
b. Qualifications of Personnel	
c. Demonstrated Ability	
TOTAL	100%

5. Approval and Award

- a. Once the selection process has been completed, the Borough of Park Ridge, Borough of Montvale and Borough of Woodcliff Lake, in consultation with the TEC and the Bergen County Prosecutor's Office, will recommend: (1) the award of a contract to a firm whose proposal is deemed to be most advantageous to the Borough of Park Ridge; or (2) the rejection of any or all bid proposals.
- b. Upon award of the contract, if any, the Borough of Park Ridge will enter into an Agreement in a form approved by Borough of Park Ridge Borough Attorney.
- c. The Borough of Park Ridge reserves the right to cancel the award of a contract before execution if the Borough of Park Ridge deems such cancellation to be in its best interests. In no event will the Borough of Park Ridge have any liability for the cancellation of such award. The firm assumes the sole risk and responsibility for expenses incurred prior to execution of the contract and shall not commence work until receipt of a Notice to Proceed.
- d. The Borough of Park Ridge reserves the right to reject any, and all, Consultants if the requirements as set forth herein are not met, or if the TEC deems a respondent unqualified on the basis of the Selection Committee's overall analysis of the criteria outlined above.

6. Execution of the Contract

Within ten (10) working days of receipt of Notice of Award, the successful Consultant shall properly execute three (3) copies of the contract and deliver the contract to the

Borough of Park Ridge together with proof of insurance and other documents as may be specified in the RFP documents.

The Borough of Park Ridge will execute all copies of the contract and will return one (1) executed copy to the Consultant.

SECTION XV: PROTEST PROCEDURES

1. Policies and Procedures. This section describes the policies and procedures governing the receipt and resolution of protests in connection with a Request for Proposal (RFP).
2. Interested Parties. Only an interested party may file a protest.
3. Types of Protest. Time Limits
 - a. Procurements Specifications. Protests based upon alleged restrictive specifications or alleged improprieties in the Borough of Park Ridge's procurement process must be filed no later than five (5) days prior to the bid opening date, or no later than five (5) days prior to the closing date for receipt of initial proposals.
 - b. Improprieties. Protest based upon alleged improprieties of a Bid Submission shall be filed no later than five (5) days after the Protestor knows or should have known of the facts giving rise thereto.
 - c. Time for Filing. Protests based upon the award of a contract shall be filed no later than five (5) days after the notification to the unsuccessful firms of the Borough of Park Ridge's intent to award, or no later than five (5) days after an unsuccessful firm becomes aware of the Borough of Park Ridge's intent to award a contract, whichever comes first.
 - d. Written Protests. All protests must be filed in writing. Oral protests will not be accepted.
 - e. Where to File. Protest must be filed directly with the Borough of Park Ridge's Borough Clerk at the address indicated in the solicitation.
 - f. The Protest. The Protest must contain the following information:
 - i. The names, addresses, and telephone number of the protestor. Identity of the RFP (by number and description).
 - ii. A statement of the specific grounds for protest and any supporting documentation. Additional materials in support of the protest will only be considered if filed within the time limits set forth herein.
 - iii. An indication of the ruling or relief desired from the Borough of Park Ridge of Bergen.
 - g. If the protest is filed before contract award, the potential Consultant will be advised by the Borough of Park Ridge of the pending protest.
 - h. If deemed appropriate by the Borough of Park Ridge of Bergen, an informal conference on the merits of the protest may be conducted with all interested parties allowed to attend.
4. Confidentiality of Protest: Material submitted by a protestor will not be withheld from any interested party, except to the extent that the withholding of information is permitted or required by law or regulation. If the protestor considers that the protest contains

proprietary material that should be withheld, a statement advising of this fact must be affixed to the front of the protest documents and the alleged proprietary information must be so identified wherever it appears.

5. Response to the Protest: The Borough of Park Ridge's Borough Attorney or designee, will respond to the protest within a reasonable time after receipt of the protest by the Borough of Park Ridge. The Borough of Park Ridge's response shall address only the issues raised originally by the protestor.
6. Rebuttal to the Borough of Park Ridge's Response: The protestor may submit a written rebuttal to the Borough of Park Ridge, addressed to the Park Ridge Borough Clerk, but must do so within five (5) days after receipt of the original the Borough of Park Ridge's response. New issues in the rebuttal will not be addressed by The Borough of Park Ridge. After receipt of the protestor's rebuttal, the Borough Attorney or designee will review the protest and notify the protestor of its final decision.
7. Request for Additional Information: Failure of the protestor to comply expeditiously with a request for information as specified by the Borough of Park Ridge's Borough Clerk, or Borough Attorney or their designee, may result in determination of the protest without consideration of the additional information, if any parties to the protest request information from another party, the request shall be made to the Borough of Park Ridge's Borough Clerk or her designee, and shall be complied with by the other party within five (5) days if the Borough of Park Ridge so directs.

SECTION XVI: RIGHT TO ACCEPT OR REJECT

In addition to any express rights or any other rights, which may be implied in the circumstances, the Borough of Park Ridge reserves the right to:

1. Accept a bid proposal in its entirety; accept part or parts of a bid proposal; or reject any or all bid proposals for any cause whatsoever.
2. Cancel this RFP process at any stage.
3. Cancel this RFP process at any stage and issue a new RFP for the same or similar services; not proceed with all or any part of the services.
4. Make changes, including substantial changes, to this RFP provided that those changes are issued by way of addenda in the manner set out in this RFP or as permitted by law.
5. Make public the names of any or all Consultants.
6. Request written clarification or the submission of supplementary written information from any Consultant.
7. Waive formalities and accept bids which substantially comply with the requirements of this Bid Solicitation.
8. Verify with any Consultants or with a third party any information set out in the RFP.
9. Check references other than those provided by any Consultant.
10. Disqualify any Consultant whose bid contains misrepresentations or any other inaccurate or misleading information.

11. Disqualify any Consultant or the bid of any Consultant who has engaged in conduct prohibited by this RFP.
- 12.

SECTION XVII: ANTICIPATED CONTRACT ARRANGEMENTS

- A. Award of Contract: The award the contract or rejection of all bids shall be made within sixty (60) days, except that Consultants, who consent thereto, may at the request of the Borough of Park Ridge, be held for consideration for such longer period as may be agreed.
- B. Contract Execution: The contract shall be signed by the Consultant within ten (10) days, Sundays and holidays excepted, after the making of the award; provided, however, that all parties to the contract may agree to extend the limit.
- C. The Contract that will be awarded as a result of this RFP will be subject to at least the following minimum terms and conditions:
 - a. The Consultant must meet the insurance requirements set forth in Appendix "B"
 - b. Award of a Contract to a Bidder shall not constitute acceptance of any proposed subcontract organizations and/or personnel by the Borough of Park Ridge; such acceptance shall only be by express written approval of the Borough of Park Ridge in the Contract or in a separate writing issued by the Borough of Park Ridge.
 - c. The Consultant and its subcontractors (if applicable) will be independent contractors and not employees, agents, or representatives of the Borough of Park Ridge.
 - d. The Consultant will be responsible for ensuring that any/all subcontractor(s) are bound to the Consultant by the same terms and conditions as bind the Consultant to the Borough of Park Ridge.

APPENDIX "A" FORMS

- Bidder's Check List
- Bid Proposal Form for RFP Borough of Park Ridge Law Enforcement Consolidation/Merger Study
- Bid Acceptance, Time to Complete & Addendum Receipt
- Direct Financial Disclosure of Campaign Contributions
- Notice for Corporations and Partnerships
- Disclosure Statement
- Non-collusion Affidavit
- Vendor Information
- Consent of Insurance Coverage
- EEO/ Affirmative Action Compliance
- Americans with Disabilities Act

BIDDER'S CHECKLIST

The following Checklist documents must be submitted (unless otherwise noted) and properly executed in order for a Bid to be accepted as complete. Any bid not containing the required Checklist documents set forth below may be deemed to have a material omission, to be non-responsive and/or rejected without exception.

Bids with *material omissions or defects* will also be rejected in as much as the public bidding laws dictate that no *material element* of a bid may be provided after bids are opened.

Notwithstanding anything to the contrary, the Borough of Park Ridge reserves the right to waive any *minor irregularity* in a submitted document if: (A) the waiver will not deny the Borough of Park Ridge of its assurance that the contract will be entered into, performed and guaranteed according to specification requirements; and (B) if the waiver will not adversely affect competitive bidding by placing the bidder in a position of advantage over the bidders or by otherwise undermining the necessary common standard of competition

	Bidder's Check List
	Bid Proposal Form
	Cover Letter/Written Proposal
	BID ACCEPTANCE
	NOTICE OF CORPORATIONS AND PARTNERSHIPS / OWNERSHIP
	DISCLOSURE STATEMENT
	NON-COLLUSION AFFIDAVIT
	VENDOR INFORMATION
	CONSENT OF INSURANCE (or Consultant's Insurance Certificate)
	EEO/ AFFIRMATIVE ACTION COMPLIANCE FORM
	AMERICANS WITH DISABILITIES ACT FORM
	COPY of BUSINESS REGISTRATION - NJ

Name of Bidder: _____

Authorized Signature: _____

Date: _____

BID ACCEPTANCE, TIME TO COMPLETE & ADDENDUM RECEIPT

- A. Bid Acceptance. If written notice of the accepted bid is mailed, faxed, or delivered to the undersigned within sixty (60) days after the date of opening of the bids, or any time thereafter before bids are withdrawn, the undersigned will, within fifteen (15) days after the date of receipt of such notice, execute and deliver a contract in the form set forth in the Appendix and provide the required Insurance Certificate and Affirmative Action compliance evidence. The undersigned understands that, upon written request, the bid may be withdrawn at any time prior to the scheduled time for the opening of bids, or any authorized postponement thereof.

- B. Time to Complete. If awarded the Contract, we will substantially complete the work included in Part One no later than August 15, 2012. Time is of the essence in completion of this project.

- C. Addendum. Receipt of the following Addenda to the specifications and drawings as acknowledged:

ADDENDUM NO. _____ DATED _____

NAME OF FIRM: _____

ADDRESS: _____

NAME AND TITLE OF OFFICER: _____

SIGNATURE: _____

PHONE NO: _____ DATE: _____

NOTE: If the bidder is a corporation or limited liability company, indicate above the State of Incorporation; if a partnership, give the full names and addresses of all partners on a signed attachment hereto.

STOCKHOLDER DISCLOSURE CERTIFICATION
This Statement Shall Be Included with Bid Submission

Name of Business: _____

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

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:

- | | | |
|--|---|---|
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Corporation | <input type="checkbox"/> SoleProprietorship |
| <input type="checkbox"/> LimitedPartnership | <input type="checkbox"/> LimitedLiability Corporation | <input type="checkbox"/> LimitedLiability Partnership |
| <input type="checkbox"/> SubchapterS 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: _____

Subscribed and sworn before me this ____ day of _____,
20 __.

(Affiant)

(Notary Public)

(Print name & title of affiant)

My Commission expires:

(Corporate Seal)

DISCLOSURE STATEMENT

The attention of prospective bidders is drawn to the provisions of the Local Government Ethics Law (N.J.S.A. 40A:9-22-1, et seq.) which prohibits a Borough of Park Ridge Officer or employee or member of his/her immediate family from having an interest in a business organization or engaging in any business transaction, or professional activity which is in substantial conflict with the proper discharge of his duties in the public interest. In furtherance thereof, every bidder must disclose below, being a Borough of Park Ridge officer or employee or whether an immediate family member is a Borough of Park Ridge officer or employee. If the bidder is a business organization, then disclosure shall be made with respect to anyone having an interest in the business and their immediate family members.

Please answer the following:

Is the bidder or a member of the bidder's immediate family, or anyone having an interest? in the bidder's business organization including their immediate family members, an officer or employee of Bergen Borough of Park Ridge?

NO _____ YES _____

NAME OF FIRM: _____

ADDRESS: _____

NAME AND TITLE OF OFFICER: _____

*SIGNATURE: _____

PHONE NO: _____ DATE: _____

If yes, provide the name of the individual and identify the position held, below/.

NOTE: All terms used herein are to be construed in accordance with their meaning under the Local Government Ethics Law, cited above.

*** FAILURE TO SIGN THIS AFFIDAVIT BY A DULY AUTHORIZED COMPANY OFFICIAL WILL RESULT IN REJECTION OF THIS PROPOSAL.**

NON-COLLUSION AFFIDAVIT

STATE OF _____)
CITY OF _____)
COUNTY OF _____) ss:
BOROUGH OF PARK RIDGE _____)

I, _____ of the City of _____

in the County of _____ and the State of _____

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

I am _____

(Name)

of the firm of _____

(Firm)

the bidder making the Proposal for the above named project, 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. All statements contained in the bidder's proposal and in the affidavit are true and correct and made with full knowledge that the Borough of Park Ridge will rely upon the truth of the statements of the bidder in the proposal and the statements contained in this affidavit in awarding the contract for this 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

(N.J.S.A. 52:34-15)

(Name of Bidder)

Subscribed and sworn before me this ____ day of _____,
20 __.

(Notary Public)

(Affiant Signature)*

My Commission expires:

(Print name & title of affiant)
(Corporate Seal)

*** FAILURE TO SIGN THIS AFFIDAVIT BY A DULY AUTHORIZED COMPANY OFFICIAL WILL RESULT IN REJECTION OF THIS PROPOSAL.**

VENDOR INFORMATION

In order to assure that all future correspondence is directed to the correct address, assure proper ordering, expedite future payments, and in accord with I.R.S. regulations, the following information must be provided with this bid.

Name of Business:

Correspondence Address (including zip code):

Purchase Order Address (including zip code):

Payment Address (including zip code):

Telephone Number (including area code):

Fax Number (including area code):

Employer I.D. # or S.S. #:

**FAILURE TO PROVIDE ALL OF THE ABOVE INFORMATION MAY RESULT
IN REJECTION OF THIS BID.**

CONSENT OF INSURANCE COVERAGE

WHEREAS, _____ as Principal, has submitted a bid to provide goods and/or services as specified in the subject bid to the Borough of Park Ridge, and whereas, in order for such bid to be considered, proof of insurance must be submitted therewith.

NOW, THEREFORE BE IT KNOWN that, if the Borough of Park Ridge shall accept the bid of the Principal and the Principal shall enter into a contract with the Borough of Park Ridge in accordance with the terms of such bid, we the undersigned do hereby state that we will provide the Principal with insurance coverage as set forth below:

- a. The insurance to be provided shall be underwritten by a company licensed to do business in New Jersey.
- b. Comprehensive General Liability insurance in an amount no less than \$1,000,000.00 combined single limit including broad form comprehensive general liability endorsement, and shall include provisions for thirty (30) days written notice of cancellation and/or modification of coverage. The Borough of Park Ridge shall be included as an additional named insured.
- c. Comprehensive General Automobile Liability insurance in an amount no less than \$1,000,000.00 combined single limit covering owned, hired, and non-owned autos, and shall include provisions for thirty (30) days written notice of cancellation and/or modification of coverage. The Borough of Park Ridge shall be included as an additional named insured.
- d. Worker's Compensation Insurance in the statutory limits including Employer's Liability in an amount no less than \$500,000.00.
- e. All policies maintained shall name the Borough of Park Ridge as an additional named insured and shall provide for thirty (30) days written notice to the Borough of Park Ridge of cancellation and/or modifications of such policies and we shall provide the Office of Borough of Park Ridge Counsel with certificates of insurance evidencing such policies and provisions.
- f. All required insurance coverages must be in effect no later than 12:01 a.m. at the start of the day of the contract and remain in effect for the duration of the contract, including any extensions.
- g.

PRINCIPAL:

Subscribed and sworn before me this ____ day of _____,
20 __.

(Bidder's Company Name)

(Notary Public)

(Authorized Signature on Behalf of the Principal)

My Commission expires:

(Print Name)

INSURER:

(Insurer's Company Name)

(Authorized Signature on Behalf of Insurer)

AFFIRMATIVE ACTION DATA FOR PROCUREMENT AND SERVICE CONTRACTORS.
IF THIS FORM IS NOT COMPLETED, YOUR BID WILL BE INVALIDATED

P.L. 1975, C. 127

(X) Check the appropriate box:

- () Fifty (50) or more employees in the entire firm or corporation. Complete No. 1 (AFFIRMATIVE ACTION DATA) below.
- () Less than fifty (50) employees in the entire firm or corporation. Complete No. 2 (AFFIRMATIVE ACTION AFFIDAVIT) on the next page.

No. 1 - AFFIRMATIVE ACTION DATA

(To be completed by firms with fifty (50) or more employees).

INDICATE IN THE APPLICABLE BOXES BELOW HOW YOU DO OR WILL COMPLY WITH THE NEW JERSEY AFFIRMATIVE ACTION REGULATIONS:

- a) _____ A Federal Certificate of approval has been received. (Proof of this will be required prior to execution of contract).
- b) _____ A N.J. Affirmative Action Certificate of Approval has been received, the number is _____. (Proof of this will be required prior to execution of contract).
- c) _____ An Employee Information Report (Form AA-302) will be completed and returned to the Borough of Park Ridge no more than seven (7) days after receipt of notice of award, or prior to execution of contract, whichever is sooner.

NAME OF FIRM: _____

ADDRESS: _____

NAME AND TITLE OF OFFICER: _____

*SIGNATURE: _____

PHONE NO: _____ DATE: _____

Subscribed and sworn before me this ____ day of _____,
20 __.

(Notary Public)

My Commission expires:

(Affiant Signature)*

(Print name & title of affiant)
(Corporate Seal)

*** FAILURE TO SIGN THIS AFFIDAVIT BY A DULY AUTHORIZED COMPANY
OFFICIAL WILL RESULT IN REJECTION OF THIS PROPOSAL.**

**AMERICANS WITH DISABILITIES ACT
EQUAL OPPORTUNITY FOR INDIVIDUALS WITH DISABILITES**

The contractor and the Borough of Park Ridge of Bergen, (hereafter "Owner") do hereby agree that the provisions of Title IT of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S12.101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereunto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the Owner pursuant to this contract, the contractor agrees that the performance 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 Owner in any action of administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the Owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The 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 Owner's grievance procedure, the contractor agrees to abide by any decision of the Owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the Owner, or if the Owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense. The Owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the Owner or any of its agents, servants, and employees, the Owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the Owner or its representatives. It is expressly agreed and understood that any approval by the Owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the Owner pursuant to this paragraph.

It is further agreed and understood that the Owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause 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 Owner from taking any other actions available to it under any other provisions of this Agreement or otherwise at law.

Signature _____ Date: _____

Name: _____ Title: _____

**SECTION 2A: MANDATORY EQUAL EMPLOYMENT OPPORTUNITY
LANGUAGE**

N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Except with respect to affectional or sexual orientation, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Such action shall include, but not limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

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

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

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

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation 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 personal testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

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

The contractor and its subcontractor shall furnish such reports or other documents to the Division of Contract Compliance & 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.

New Jersey Business Registration Requirements

All Bidders must include proof of its own business registration and proofs of business registration of those subcontractors required to be listed in the contractor's submission (i.e., "named subcontractors.") The proof of business registration must be included with the bid proposal.

Proof of business registration shall be a copy of a Business Registration Certificate issued by the New Jersey Department of the Treasury, Division of Revenue. Information on how a business can obtain a certificate can be obtained on the Internet at www.nj.gov/njbgs or by phone at (609) 292-1730. Failure to submit proof of registration shall result in the mandatory rejection of the bid (a non-waivable defect).

N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that knowingly provide goods or perform services for a contractor fulfilling this contract: 1) the contractor shall provide written notice to its subcontractors to submit proof of business registration to the contractor; 2) prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors or attest that none was used; 3) during the term of this contract, the contractor 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 contractor, 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) 292-9292.

PREVAILING WAGE RATES

The successful bidder will be required to keep himself apprised of and to comply with all Federal, State and Local laws, ordinances and regulations as such may apply.

The Bidder's attention is called to Chapter 150, Laws of 1963, an act known as "New Jersey Prevailing Wage Act".

The Bidder shall be required to pay all workmen engaged in the performance of the contract, the prevailing rate of wages as ascertained from the Commission of Labor and Industry, in the locality in which the public work is to be performed for each craft or trade or classification of all workmen hired to perform the contract during anticipated term thereof. The Bidder shall keep accurate record showing the name, craft or trade and an accurate hourly rate of wages paid to each workman employed by him in connection for two years from date of payment; and the Bidder shall post prevailing wage rates for each craft and classification involved as determined by the Commission of Labor and Industry, including the effective date of any changes thereof in prominent and easily accessible places at the site of work and at such place of places as used by them to pay workmen their wages. The Bidder shall file written statements upon request, certifying to the amounts then due and owing to any and all workmen for wages due on account of the public work. The statements shall set forth the names of the persons whose wages are unpaid and the amount due each and shall be verified by the oath of the Bidder. In the event it is found that any workman employed by the Bidder or for the performance of work herein, is paid less than required by wage rates, the Mayor and Council may terminate the Bidder's right to proceed with the work or such part of the work as to which there has been a failure to pay required wages and thereupon the Bidder and his sureties shall be liable to the Mayor and Council for any excess costs occasioned thereby.

APPENDIX "B"

- General Instructions
- Signature Requirements
- Advisory Notice re Business Registration Certificate N.J.S.A. 52:32-44
- Direct Financial Disclosure of Campaign Contributions Notice
- Mandatory Equal Employment Opportunity Language
- Insurance Requirements

GENERAL INSTRUCTIONS TO BIDDERS

1. Bid proposal must be delivered to the Borough of Park Ridge, Office of the Borough Clerk, 55 Park Avenue, Park Ridge, New Jersey before the date and time specified therein. All bid proposals will be time stamped by the office staff before the time specified on the proposal.
2. The Borough of Park Ridge of Bergen disclaims any responsibility for bids forwarded by regular or overnight mail. Bids received after the time for opening will be returned unopened.
3. Bid proposals must be prepared with typewriter or pen. Proposals prepared in pencil will not be accepted. Bidder must sign proposal in ink. Proposals showing any erasure alteration must be initialed by bidder in ink. Altered items not initialed will not be considered for award. Fax, telegraphic or facsimile signatures proposals will not be considered.
4. Each bid must be signed in ink only by a person authorized to do so.
5. Bid proposals must be submitted only on forms provided for that purpose. The proposals must be filled in completely. Failure to comply with any requirement herein will result in rejection of the bid.
6. Bid proposals must be submitted in a sealed envelope plainly marked to indicate the subject of the proposal, date returnable, and place returnable to.
7. Purchases made by the Borough of Park Ridge of items listed in this bid proposal are not subject to state or local sales or use taxes or federal excise taxes. The Federal Employer's Identification for the Borough of Park Ridge of Bergen is IRS #22-6002188. "The New Jersey Prevailing Wage Act (P.L 1963, Chapter 150 as amended through July 3, 1974 P.L. 1979, c. 303, effective January 17, 1980) is hereby made a part of every contract entered into by the Borough of Park Ridge except those contracts which are not within the contemplation of the Act, and the Bidder's signature on the proposal is the Bidder's guarantee that neither the bidder nor any subcontractors that the Bidder might employ to perform the work covered by this proposal are listed or are on record in the Office of the Commissioner of the New Jersey State Department of Labor as one who has failed to pay prevailing wages in accordance with the provisions of this Act.

8. The vendor must comply with all local, Borough of Park Ridge, state and federal laws, rules and regulations applicable to this contract and to the work to be done hereunder.
9. The Borough of Park Ridge of Bergen reserves the right to waive informalities, irregularities, or minor defects in bids received.
10. In case of default by the bidder or contractor, the Borough of Park Ridge may procure the articles or services from other sources and hold the bidder or contractor responsible for any excess costs occasioned thereby.
11. The contractor/vendor shall indemnify and hold the Borough of Park Ridge, its employees and agents, harmless from any and all loss, liability or damage of any kind whatsoever, including but not limited to reasonable attorneys fees and court costs arising out of or in any manner occasioned by breach by contractor/vendor, its agents, employees, servants or sub-contractors, of any covenant, term and/or condition of this agreement, or by the negligence, improper conduct, intentional acts or omissions of the contractor/vendor, its agents, employees, servants or subcontractors.
12. BUY AMERICAN - Only manufactured and farm products of the United States, wherever available, shall be used under this contract, pursuant to NJSA 40A:11-18. However, the decision of the Park Ridge Mayor and Borough Council will be paramount where the price discrepancy favors the foreign goods or products and said decision does not conflict with the law.
13. Disclosure of all subcontractors and sites. Each bidder shall set forth in its bid response the name and address of each subcontractor to be used in the provision of the goods or services which are the subject of this bid. Additionally, each bidder shall set forth in its bid the name and address of all locations, including subcontractor locations, substantially involved in the production of the goods or services which are the subject of this bid. Such information shall be considered public information.
14. Certification of Compliance. Bidders shall certify that each location, including subcontractor locations, substantially involved in producing or distributing such goods meet the following standards:
 - a. Compensation. Wage and benefit levels must be sufficient to meet basic needs and provide some discretionary income for a family of 4 (a "living wage"). For employment within the United States, this shall mean wages of at least \$7.00 per hour in 1997 dollars, along with affordable family health benefits and company-paid pension benefits typical of responsible employers.
 - b. Rights. The company respects workers' rights to speak up about working conditions without fear of retaliation, and to form unions of their own choosing without employer resistance. Due process and just cause procedures are used for discipline or discharge. The company complies with all laws, regulations, and ILO standards governing the workplace. The company does not use child labor,

forced labor, or corporal punishment. The company does not discriminate in hiring, promotion or compensation on the basis of race, national origin, religion, gender, sexual preference, union affiliation, or political affiliation.

- c. Safety and Health. The company provides a safe and healthy work environment.
15. Correction and remediation of violations; proof of compliance. The Borough of Park Ridge may, at its discretion, require correction and remediation of violations of the standards listed above prior to renewing commerce with the contractor. The Borough of Park Ridge may require further proof of compliance with the aforementioned standards. Upon the Borough of Park Ridge's request, the contractor or subcontractor shall make all relevant records available to the Borough of Park Ridge or its designee.
16. The Non-Collusion Affidavit must be completed and included with the bid along with a statement of the name and home address of each stockholder in the corporation or partnership who own ten percent (10%) or more of its stock of any class, or of each individual partner in the partnership who owns a ten percent (10%) or greater interest therein.
17. No bid may be withdrawn for a period of sixty (60) days after the date set for the opening thereof. Award will be made within sixty (60) days after receipt of bids by the Borough of Park Ridge.
18. Equal or Tie Bids. The Borough of Park Ridge reserves the right to award at its discretion the contract to anyone of the tie bidders.
19. WORKER AND COMMUNITY RIGHT TO KNOW ACT: Pursuant to N.J.A.C. 8:59.1 et seq., every container of product(s) delivered under terms of this Bid Proposal must bear a label indicating the chemical name and Chemical Abstract Service Number of all hazardous substances present in a concentration of 1 % or greater, all substances in a concentration of .1 % or greater that may pose a special hazard as a carcinogen, mutagen or teratogen. In addition, the five most predominant substances present must be indicated, whether hazardous or not. Finally, those containers that do not account for 99% of the contents, must be marked "CONTENTS PARTIALLY UNKNOWN". If none of the contents are listed, "CONTENTS UNKNOWN" must be on the label. Synonyms of chemical names or any name recognized by the Chemical Abstract Service may be used. Every carton of the product must also include a copy of the Material Safety Data Sheet. PROPER COMPLIANCE SHALL BE DEEMED A TERM AND CONDITION OF THE PURCHASE CONTRACT.
20. This bid must be returned in its entirety in order to be considered for an award.
21. 1975. CHAPTER 127 states that if the contractor or subcontractor, supplier and/or vendor submits to the Borough of Park Ridge appropriate evidence that he or she is operating under an existing Federally approved or sanctioned Affirmative Action program during the performance of this contract, the contractor agrees as follows:

- a. 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, sex, affectional or sexual orientation. The contractor will take Affirmative Action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause;
 - b. 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, sex, affectional or sexual orientation;
 - c. The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Public Agency Compliance Officer advising the labor union or workers representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
22. More than one bid from an individual, a firm or partnership, a corporation or association under the same or different names shall not be considered.
23. The contractor shall not assign, transfer, convey, sublet, or otherwise dispose of any award or any or all of its rights, title, or interest therein, without the prior written consent of the Borough of Park Ridge.
24. Bidders wishing to file an exception, challenge or to otherwise bring irregularities concerning this bid to the attention of the Borough Clerk of the Borough of Park Ridge must do so in writing no later than three (3) working days prior to the scheduled opening date of this bid.

NOTE: SIGNATURE REQUIREMENTS

- a. PARTNERSHIPS - If the firm bidding is a Partnership, this proposal must be signed by at least one (1) partner. If the position of signatory on Page "1" does not state "Partner" this proposal will be rejected.
- b. CORPORATIONS - If the firm bidding is a Corporation, this proposal must be signed by its President or other officer, i.e., Vice President, Treasurer, Comptroller or Secretary. This proposal may be executed by other than the aforesaid corporate officers, if they have been duly authorized to so act on behalf

of the corporate officers, pursuant to a resolution of the corporate Board of Directors. In that event, a certified copy of said Resolution or Authorization must be attached to this proposal. If a certified copy of the Resolution is not attached this proposal will be rejected.

- c. LIMITED LIABILITY COMPANY (LLC) - If the firm bidding is a LLC, under the provisions as stated under N.J.S.A. 42:2B-1, New Jersey Limited Liability Company Act, this proposal must be signed by a Member or a Manager of the LLC, as defined by Title 42:2B-9. This proposal may be executed by other than the aforesaid Member or Manager, if they have been duly authorized to so act on behalf of the LLC, pursuant to a resolution by the LLC. In that event, a certified copy of said Resolution or Authorization must be attached to this proposal. If a certified copy of the Resolution is not attached this proposal will be rejected.

This RFP must be returned to the Borough of Park Ridge with no alterations.
ALTERATIONS TO THIS RFP WILL BE GROUNDS FOR REJECTION.

Any questions must be directed to the Park Ridge Borough Clerk in writing.

RFP's will be received on the proposal forms provided in the manner designated therein, and clearly marked on the outside of the envelope "SEALED RFP" with the RFP number and subject noted.

THIS RFP MUST BE RETURNED IN ITS ENTIRETY IN ORDER TO BE CONSIDERED FOR AN AWARD.

BEFORE YOU MAIL THIS BID BE SURE TO CHECK:

1. THAT THE BID IS SIGNED BY THE PRESIDENT, VICE PRESIDENT OR AUTHORIZED REPRESENTATIVE;
2. THAT THE NON-COLLUSION AFFIDAVIT, STOCKHOLDERS/PARTNERSHIP INFORMATION AND DISCLOSURE STATEMENT ARE PROPERLY EXECUTED;
3. THAT THE AMERICANS WITH DISABILITIES ACT IS COMPLETED.
4. THAT THE DIRECT FINANCIAL DISCLOSURE OF CAMPAIGN CONTRIBUTIONS IS COMPLETED.
5. THAT THE VENDOR INFORMATION FORM IS COMPLETED.
6. THAT THE BID IS RETURNED IN ITS ENTIRETY.
7. COMPLETED INSURANCE POLICY OR "CONSENT" OF INSURANCE.
8. THAT ALL ITEMS REQUESTED ARE PROVIDED.
9. BIDDER MUST SUBMIT A COPY OF THE " NJ BUSINESS REGISTRATION CERTIFICATE" WITH THIS PROPOSAL.
10. THAT THE AFFIRMATIVE ACTION COMPLIANCE NOTICE IS COMPLETED.

(REVISED 10/08)

EXHIBIT A

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

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

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

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

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

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in

accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

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

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302

The contractor and its subcontractors shall furnish such reports or other documents to the Div. of Contract Compliance & EEO as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Div. of Contract Compliance & EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

New Jersey Business Registration Requirements

The Contractor shall provide written notice to its sub-contractors of the responsibility to submit proof of business registration to the contractor.

Before final payment on the contract is made by the contracting agency, the contractor shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

For the term of the contract, the contractor and each of its affiliates and the subcontractor and each of its affiliates (NJSA 52:32-44(g) (3)) shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible property delivered in this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registrations required pursuant to section 1 of PL 2001, C 134 (NJSA 52:32-44 et seq.) or subsection e. or f. of section 92 of PL 1977, C110 (NJSA 5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.

Revised Contract Language for BRC Compliance

Goods and Services Contracts (including purchase orders)

LFN 2004-24

N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that **knowingly** provide goods or perform services for a contractor fulfilling this contract: 1) the contractor shall provide written notice to its subcontractors to submit proof of business registration to the contractor; 2) prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors or attest that none was used; 3) during the term of this contract, the contractor 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 contractor, 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) 292-9292.

Construction Contracts (including public works related purchase orders)

N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that **knowingly** provide goods or perform services for a contractor fulfilling this contract:

- 1) the contractor shall provide written notice to its subcontractors and suppliers to submit proof of business registration to the contractor;
- 2) subcontractors through all tiers of a project must provide written notice to their subcontractors and suppliers to submit proof of business registration and subcontractors shall collect such proofs of business registration and maintain them on file;
- 3) prior to receipt of final payment from a contracting agency, a contractor must submit to the contacting agency an accurate list of all subcontractors and suppliers or attest that none was used; and,
- 4) during the term of this contract, the contractor 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 contractor, 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 copy not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements are available by calling (609) 292-9292.

INSURANCE

The contractor shall assume all responsibility for his actions and those of anyone else working for him while engaged in any activity connected with this contract. The contractor shall carry sufficient insurance to protect him and the Borough of Park Ridge from any property damage or bodily injury claims arising out of the contracted work.

The insurance to be provided by the successful bidder shall be underwritten by companies as follows:

a. Comprehensive General Liability insurance in an amount not less than \$1,000,000.00 combined single limit including broad form comprehensive general liability endorsement, and shall include provisions for thirty (30) days written notice of cancellation and/or modification of coverage. The Borough of Park Ridge, the Borough of Montvale and the Borough of Woodcliff Lake as an additional named insured

b. Comprehensive General Automobile Liability insurance in an amount no less than \$1,000,000.00 combined single limit covering owned, hired, and non-owned autos, and shall include provisions for thirty (30) days written notice of cancellation and/or modification of coverage. The Borough of Park Ridge, the Borough of Montvale and the Borough of Woodcliff Lake as an additional named insured

c. Worker's Compensation Insurance in the statutory limits including Employer's Liability in an amount no less than \$500,000.00. All policies maintained shall name the Borough of Park Ridge, the Borough of Montvale and the Borough of Woodcliff Lake as an additional named insured and shall provide for thirty (30) days written notice to the Borough of Park Ridge of cancellation and/or modifications of such policies, except for non-payment which would be ten (10) days, and the contractor vendor shall provide the Office of Borough of Park Ridge Clerk with certificates of insurance evidencing such policies and provisions.

All required insurance coverages must be in effect no later than 12:01 a.m. at the start of the day of the contract and remain in effect for the duration of the contract, including any extensions. A current insurance policy in accordance with the above stated requirements shall be submitted with this bid.

Bidders lacking such coverage, must have the attached "Consent of Insurance" form fully executed and returned with this bid as proof that such coverage will be in place at the time of the signing of the contract. Evidence of actual insurance coverage must be by way of a policy which shall be submitted to the Office of Borough of Park Ridge Clerk with the return of the signed contract.

Even when a vendor has no owned or leased automobiles, Hired & Non-Owned Auto Liability insurance coverage, with minimum limits of \$1,000,000 CSL (Combined Single Limit) is required. "Hired" vehicle liability (Symbol 8) provides for liability coverage for any vehicle the vendor may rent for use in its business activities (ex. a vendor "rents" or "hires" a truck to make a special delivery). "Non-owned" vehicle liability (Symbol 9) provides for liability coverage for any non-owned/leased vehicle the vendor may use in its business activities (ex. a

vendor employee use his/her personal vehicle to perform a business function).

FAILURE TO ATTACH A CURRENT INSURANCE POLICY AND RETURN SAME WITH THIS BID OR FULLY EXECUTE THE ATTACHED "CONSENT OF INSURANCE" FORM WILL BE GROUNDS FOR REJECTION OF THIS BID.