

# **Borough of Middlesex**

1200 Mountain Avenue  
Middlesex, New Jersey 08846



## **RFP – 2023-002 – RE-BID**

### **PUBLIC NOTICE UNDER A FAIR AND OPEN PROCESS FOR THE SOLICITATION OF QUALIFICATIONS AND RATES FOR BOARD OF HEALTH ATTORNEY FOR APPOINTMENT JUNE 1, 2023, THROUGH DECEMBER 31, 2023**

**NOTICE IS HEREBY GIVEN** that sealed submissions will be received by the Purchasing Agent or designated representative, for Middlesex Borough, on **Tuesday, May 23, 2023** at 11:00 am prevailing time, in the Municipal Building, 1200 Mountain Avenue, Middlesex, New Jersey 08846, then publicly opened for the following positions:

- Board of Health Attorney

All professional service contractors are required to comply with the requirements of N.J.S.A. 52:32-44 (Business Registration of Public Contractors), N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq. (Contract Compliance and Equal Employment Opportunities in Public Contracts). The submission package is printable from the website [www.middlesexboro-nj.gov](http://www.middlesexboro-nj.gov) or may be obtained at the Clerk's Office, Municipal Building, 1200 Mountain Avenue, Middlesex, New Jersey 08846 during regular business hours (9:00 a.m. – 4:00 p.m. Monday-Friday).

The Borough reserves the right to reject any or all submissions due to any defects or waive informalities and accept any submissions that in their judgment will be in the best interest of the Borough. Questions concerning this notice may be directed to Michael La Place, Borough Administrator, [mlaplace@middlesexboro-nj.gov](mailto:mlaplace@middlesexboro-nj.gov).

Date Advertised: Tuesday, May 9, 2023

Carmen Modica  
Purchasing Agent

# BOROUGH OF MIDDLESEX GENERAL INSTRUCTIONS

## 1. Introduction

The Borough of Middlesex, Middlesex County, State of New Jersey (hereinafter called the “OWNER”) invites submissions for the service(s) mentioned in the Public Notice for Professional Services Qualifications and Rates for 2023.

This contract is to furnish and deliver various professional services for the Borough of Middlesex through a fair and open process in accordance with N.J.S.A. 19:44A-20.4 et. seq.

## 2. Administrative Conditions and Requirements

The following items express the conditions and requirements of this RFP. Together with the other RFP sections, they apply to the RFP process, the subsequent contract, and project production. Any proposed change, modification, or exception to these conditions and requirements may be the basis for the owner to determine the proposal as non-responsive to the RFP and will be a factor in the determination of an award of a contract. The contents of the proposal of the successful respondent, as accepted by the owner, will become part of any contract awarded as a result of this RFP.

### 2.1 Proposal Submission Information

Submission Date and Time: **Tuesday, May 23, 2023 at 11:00am**

One (1) Original *signed in ink* & one (1) copy of the RFP response.

#### Submission Office:

Purchasing Agent, Clerk’s Office  
1200 Mountain Avenue  
Middlesex, NJ 08846

Each submission must be provided on a Standardized Submission Form as supplied in the submission package and signed by the professional services entity or principal thereof. All prices and amounts must be written in ink or preferably typewritten. Each signatory to the submission must initial all erasures or corrections.

Each submission shall be contained in a sealed envelope addressed to: Purchasing Agent, Borough of Middlesex, 1200 Mountain Ave., Middlesex, NJ 08846. The submission is to be clearly marked “**Sealed Submission Enclosed**” – **Board of Health Attorney** and must be delivered at the place and time required or mailed so as to be received prior to the opening time set in the advertisement. Submissions received after the hour herein named or in unsealed envelopes shall not be considered. The original proposal shall be *signed in ink* and marked to distinguish it from the one (1) copy. ***Faxed or emailed proposals will NOT be accepted.***

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

Responses delivered before the submission date and time specified above may be withdrawn upon written application of the respondent who shall be required to produce evidence showing that the individual is or represents the principal or principals involved in the proposal. After the submission date and time specified above, responses must remain firm for a period of sixty (60) days.

The submission shall be accompanied by: (1) Non-Collusion Affidavit, (2) Disclosure of Ownership

Form, (3) Insurance Requirement Acknowledgement Form, (4) Mandatory Equal Employment Opportunity Notice Acknowledgement, (5) Copy of the applicable Business Registration Certificate, (6) Professional Services Entity Information Form, (7) Qualifications Submission, (8) List of Contribution, (9) Certification of Prohibited Activities in Russia and Belarus & Investment Activities in Iran pursuant to p.l.2022, c.3 (10) Acknowledgement of Corrections, Additions or Deletions Form.

## **2.2 Borough Representative for this Solicitation**

Questions by prospective respondents concerning this RFP may be addressed to Michael La Place in writing via email [mlaplace@middlesexboro-nj.gov](mailto:mlaplace@middlesexboro-nj.gov). Please note the aforementioned contact is authorized only to direct the attention of prospective respondents to various portions of the requirements so that they may read and interpret each portion for themselves. **NO** employee of the Borough of Middlesex is authorized to give interpretations of any portion of this RFP or to give information as to the requirements for the RFP in addition to that already contained in the RFP unless as a formal addenda.

Interpretations of the RFP or additional information as to its requirements, when necessary, shall be communicated to prospective respondents **only** by written addendum issued by the Purchasing Agent of the Borough of Middlesex.

Please identify the contract name and note ***Request for Information*** as the subject line when submitting a request by fax or email.

## **2.3 Interpretations and Addenda**

Respondents are expected to examine the RFP with care and observe all its requirements. All questions about the meaning or intent of this RFP, all interpretations and clarifications considered necessary by the owner's representative in response to such comments and questions will be issued by Addenda mailed or delivered to all parties recorded as having received the RFP package. Only comments and questions responded to by formal written Addenda will be binding. Oral interpretations, statements or clarifications are without legal effect.

## **2.4 Quantities of Estimate**

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

## **2.5 Cost Liability and Additional Costs**

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

Respondents will assume responsibility for all costs not stated in their proposals. All unit rates either stated in the proposal or used as a basis for its pricing are required to be all-inclusive. Additional charges, unless incurred for additional work performed by request of the owner as noted in 2.4, are not to be billed and will not be paid.

## **2.6 Statutory and Other Requirements**

### **2.6.1 Compliance with Laws**

Any contract entered into between the contractor and the owner must be in accordance with and subject to compliance by both parties with the New Jersey Local Public Contracts Law. The contractor must agree to comply with the non-discrimination provisions and all other laws and regulations applicable to the performance of services there under. The respondent shall sign and acknowledge such forms and certificates as may be required by this section.

**2.6.2 Mandatory EEO/Affirmative Action Compliance - N.J.S.A 10:5-31 et seq. and N.J.A.C 17:27 et seq.**

No firm shall be issued a contract unless it complies with the EEO/Affirmative Action requirements of P. L. 1975, C. 127 as identified in the documents attached hereto. The form shall be properly executed.

**2.6.3 Americans with Disabilities Act of 1990 - 42 U.S.C. S121 01 et seq.**

Discrimination on the basis of disability in contracting for the delivery of services is prohibited. Respondents are required to read American with Disabilities language that is part of the documents attached hereto and agree that the provisions of Title II of the Act are made part of the contract. The contractor is obligated to comply with the Act and hold the owner harmless.

**2.6.4 Statement of Corporate Ownership-Stockholder Disclosure - N.J.S.A. 52:25-24.2 (P.L. 1977 c.33)**

In accordance with N.J.S.A. 52:25-24.2, no corporation, partnership, limited partnership, limited liability corporation, limited liability partnership, Subchapter S corporation or sole proprietorship, shall be awarded a contract, unless prior to the receipt of the RFP response/bid or accompanying the RFP response/bid of the corporation, partnership, limited partnership, limited liability corporation, limited liability partnership, Subchapter S corporation or sole proprietorship, there is submitted to the Borough a statement setting forth the names and addresses of all stockholders who own 10% or more of the stock, of any class or of all individual partners who own a 10% or greater interest in the corporation, partnership, limited partnership, limited liability corporation, limited liability partnership, Subchapter S corporation or sole proprietorship. If one or more such stockholder or partner is itself a corporation or partnership, the stockholders holding 10% or more of that corporation's stock, or the individual partners owning 10% or greater interest in that partnership, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every non-corporate stockholder and individual partner exceeding the 10% ownership criteria established in this act has been listed. The form shall be signed and submitted with the RFP proposal/bid whether or not a stockholder or partner owns less than 10% of the business submitting the RFP proposal/bid. Failure to comply requires mandatory rejection of the RFP proposal/bid. The Respondent shall complete and submit the form of statement that is included in this RFP.

**2.6.5 Non-Collusion Affidavit - N.J.S.A. 52:34-15**

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

**2.6.6 Proof of N.J. Business Registration Certificate N.J.S.A. 52:32-44**

Each bidder (contractor) is required to submit proof of business registration prior to award of the contract. Proof of registration shall be a copy of the bidder's Business Registration Certificate (BRC).

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 obtain and provide the owner the BRC of subcontractors knowingly used on this contract.

2. The contractor shall maintain and submit to the contracting agency a list of subcontractors and their addresses that may be updated from time to time during the course of the contract performance. A complete and accurate list shall be submitted before final payment is made for goods and services rendered under the contract.
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 taxable sales of tangible personal property delivered into the State.

Failure to submit the BRC with the proposal is NOT a cause for rejection. However, the Borough prefers the BRC be submitted with the proposal. If it is not provided prior to execution of a contract the bidder's bid guarantee shall be forfeited and the contract shall be awarded to the next lowest responsible bidder.

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 \$25.00 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.

A BRC is obtained from the New Jersey Division of Revenue and Enterprise Services. Information on obtaining a BRC is available on the internet at [www.nj.gov/treasury/revenue/busregcert.shtml](http://www.nj.gov/treasury/revenue/busregcert.shtml) or by phone at (609) 292-2929.

#### Emergency Purchases or Contracts

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

#### **2.6.7 Pay to Play – Notice of Disclosure Requirement**

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

#### **2.6.8 Assign, Sublet or Transfer Any Rights/Interests**

Neither the owner nor the Contractor shall assign, sublet, or transfer any rights or interest in this Agreement without the prior written consent of the other party. Unless specifically stated to the contrary, in writing, prior to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing herein shall be construed to give any rights or benefits to anyone other than the owner and the Contractor.

#### **2.6.9 Insurance and Indemnification**

If it becomes necessary for the contractor, either as principal or by agent or employee, to enter upon the premises or property of the owner in order to construct, erect, inspect, make delivery or remove property hereunder, the contractor hereby covenants and agrees to take use, provide and make all proper, necessary and sufficient precautions, safeguards, and protection against the occurrence of happenings of any accident, injuries, damages, or hurt to person or property during the course of the work herein covered and be his/her sole responsibility.

The contractor shall maintain sufficient insurance to protect against all claims under Workers Compensation, General Liability and Automobile and shall be subject to approval for adequacy of protection and certificates of such insurance shall be provided.

### **Indemnification**

The contractor agrees to indemnify and save harmless the owner, its officers, agents and employees, hereinafter referred to as indemnitees, from all suits, including attorney's fees and costs of litigation, actions, loss damage, expense, cost of claims, of any character or on account of any act, claim or amount arising or recovered under Worker's Compensation law, or arising out of failure of the Contractor or those acting under Contractor to conform to any statutes, ordinances, regulations, law or court decree. It is the intent of the parties to this contract that the indemnities shall, in all instances, except for loss or damage resulting from the sole negligence of the indemnitee, be indemnified against all liability, loss or damage of any nature whatsoever.

### **Insurance Requirements:**

#### **Worker's Compensation and Employer's Liability Insurance**

This insurance shall be maintained in full force during the life of this contract by the contractor covering all employees engaged in performance of this contract pursuant to N.J.S.A. 34:15-12(a) and N.J.A.C. 12:235-1.6. Minimum Employer's Liability \$1,000,000.00.

#### **General Liability Insurance**

This insurance shall have limits of not less than \$3,000,000.00 any one person and \$3,000,000.00 any one accident for bodily injury and \$3,000,000.00 aggregate for property damage and shall be maintained in force during the life of the contract.

#### **Automobile Liability Insurance**

This insurance covering contractor for claims arising from owned, hired and non-owned vehicles with limits of not less than \$3,000,000.00 any one person and \$3,000,000.00 any one accident for bodily injury and \$3,000,000.00 each accident for property damage, shall be maintained in force during the life of this contract by the contractor.

#### **Professional Liability/Malpractice Insurance Policy (if applicable)**

Coverage in the amount of \$2,000,000.00/occurrence, \$4,000,000.00 aggregate and assurance that each such policy for each staff member remains full and in effect while providing services for owner.

The contractor shall provide the owner with a Certificate of Insurance naming the Borough of Middlesex as additionally insured, evidencing the existence of required insurance prior to the commission of work. Said insurance must include coverage for complete operations, contractual insurance and independent contractor or subcontractor insurance, where and if applicable.

#### **Errors and Omissions Insurance**

- A. The contractor shall purchase and maintain during the entire period of this contract, errors and omissions insurance that shall protect the contractor and the Borough from any and all claims that may arise out of or result from the contractor's performance of this contract. Specifically, the errors and omissions insurance shall have limits of not less than \$2,000,000.00 dollars per occurrence and \$4,000,000.00 dollars in the aggregate.
- B. Certificates of the Required Insurance

Certificates as listed above shall be submitted along with the contract as evidence covering Errors and Omissions insurance. Such coverage shall be with acceptable insurance companies operating on an admitted basis in the State of New Jersey.

The contractor shall provide the Borough with a Certificate of Insurance naming the Middlesex Borough, its employees, officers, and agents as additionally insured, and evidencing the existence of required insurance prior to the commission of work.

Middlesex Borough will not accept Mutual Limitation of Liability terms.

#### **2.6.10 Health Insurance Portability and Accountability Act of 1996 - HIPAA (If Applicable)**

Both parties agree to comply with all requirements of the Federal Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) as maybe amended from time to time, and the corresponding HIPAA regulations for the confidentiality and security of medical information.

The Contractor shall:

- Not use or disclose protected health information other than as permitted or required by law
- Use appropriate safeguards to protect the confidentiality of the information
- Report any use or disclosure not permitted

The contractor, by execution of the contract, shall thereby indemnify and hold the owner harmless from any and all liabilities, claims, actions, costs and penalties which may be incurred as the result of the failure of the contractor to comply with the requirements of the Health Insurance Portability and Accountability Act (HIPAA) or any other statute or case law protecting the privacy of persons using its services.

#### **2.6.11 Proof of Licensure**

Proof of licensure for providing Services in the State of New Jersey, for either the firm or the person responsible for the work, shall be provided as required.

#### **2.6.12 Disclosure of Investment Activities in Iran – P.L. 2012, c. 25**

P.L. 2012, c.25 prohibits State and local public contracts with persons or entities engaging in certain investment activities in energy or finance sectors of Iran.

#### **2.7 Public Emergency**

In the event of a Public Emergency declared at the Local, State or Federal Level, if the owner opts to extend terms and conditions of this RFP, the contractor agrees to extend the terms and conditions of this RFP, whether existing, expiring or expired no longer than six months, for goods and/or services for the duration of the emergency. In the event the original contractor cannot meet this requirement, the owner may solicit the goods and/or services from any bidder on this contract.

#### **2.8 Multiple Proposals Not Accepted**

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

#### **2.9 Failure to Enter Contract**

Should the respondent, to whom the contract is awarded, fail to enter into a contract within ten (10) days, Sundays and holidays excepted, the owner may then, at its option, accept the proposal of another respondent.

## **2.10 Commencement of Work**

The contractor agrees to commence work after the date of award by the owner and upon notice from the using department.

## **2.11 Time of Completion**

It is hereby understood and mutually agreed, by and between the respondent and the owner, that the date on which the work shall be substantially complete as specified in the RFP is an essential condition of this contract. It is further mutually understood and agreed that the work and contract time embraced in this Contract shall commence on the date specified and that the resulting contract shall be completed in sequence and time frames identified by the owner.

The respondent agrees that said services shall be processed regularly, diligently, and uninterruptedly at such rate of progress as will ensure full completion thereof within the time specified. It is expressly understood and agreed, by and between the respondent and the owner, that the time of completion of the services described herein is a reasonable time for the completion of it.

## **2.12 Termination of Contract**

If, through any cause, the contractor shall fail to fulfill in a timely and proper manner obligations under the Contract or if the contractor violates any requirements of the Contract, the owner shall thereupon have the right to terminate the Contract by giving written notice to the contractor of such termination at least thirty (30) days prior to the proposed effective date of the termination. Such termination shall relieve the owner of any obligation for the balances to the contractor of any sum or sums set forth in the Contract.

The contractor agrees to indemnify and hold the owner harmless from any liability to subcontractors/suppliers concerning payment for work performed or goods supplied arising out of the lawful termination of the Contract by the owner under this provision.

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

## **2.13 Non-Allocation of Funding Termination**

Each fiscal year payment obligation of the Owner is conditioned upon the availability of Owner funds appropriated or allocated for the payment of such an obligation. If funds are not allocated and available for the continuance of any services performed by the Contractor hereunder, whether in whole or in part, the Owner at the end of any particular fiscal year may terminate such services. The Owner will notify the Contractor in writing immediately of any services that will be affected by a shortage of appropriated funds. This provision shall not be construed so as to permit the Owner to terminate this Agreement during the term, or any service hereunder, merely in order to acquire identical services from a third-party contractor.

## **2.14 Force Majeure**

Neither party shall be responsible for any resulting loss or obligation to fulfill duties as specified in any of the terms or provisions of this Agreement if the fulfillment of any term or provision of this Agreement is delayed or prevented by any revolutions, insurrections, riots, wars, acts of enemies, national emergencies, strikes, floods, fires, acts of God, or by any cause not within the control of the party whose performance is interfered with which by the exercise of reasonable diligence such party is unable to prevent. Additionally, if the fulfillment of any of the terms and provisions of this Agreement is delayed or prevented by any court order, or action or injunction or other such agreement, this Agreement shall become voidable by the Borough of Middlesex by notice to each party.



**2.15** The Owner and the Contractor each bind themselves and their successors, executors, administrators, heirs and assigns and legal representatives of the other party respecting all covenants and agreements and obligations of this contract.

**2.16** The terms of this contract shall be construed and interpreted, and all respective rights and duties of the parties shall be governed by the laws of the State of New Jersey.

### **2.17 Challenge of Specifications**

Any respondent who wishes to challenge a specification shall file such challenge in writing with the Purchasing Agent no less than three (3) business days prior to the opening of the RFP's.

Challenges filed after that time shall be considered void and having no impact on the owner or the award of contract.

### **2.18 Payment**

Invoices shall be submitted monthly and must specify, in detail, the period for which payment is claimed, the services performed during the prescribed period, the amount claimed and correlation between the services claimed, all backup documentation (mileage, time logs, receipts for expenses, etc.), amount remaining in total balance, and the Proposal Cost Form.

The Borough of Middlesex will provide a sample Progress Report and Invoice for the Hired Consultant to ensure compliance.

The owner may withhold all or partial payments on account of subsequently discovered evidence including but not limited to the following:

1. Deliverables not complying with the project specification;
2. Claims filed or responsible evidence indicating probability of filing claims;
3. A reasonable doubt that the Contract can be completed for the balance then unpaid.

When the above grounds are removed, payment shall be made for amounts withheld because of them.

Invoices shall specify, in detail, the period for which payment is claimed, the services performed during the prescribed period, the amount claimed and correlation between the services claimed and the Proposal Cost Form.

### **2.19 Non-payment of Penalties and Interest on Overdue Bills**

Public funds may be used to pay only for goods delivered or services rendered. The Borough of Middlesex will not pay penalties and/or interest on overdue bills. No employee is authorized to sign a letter of credit or any other document that represents a legal commitment on the part of the Borough to pay additional fees.

### **2.20 Ownership of Material**

The owner shall retain all of its rights and interest in any and all documents and property both hard copy and digital furnished by the owner to the contractor for the purpose of assisting the contractor in the performance of this contract. All such items shall be returned immediately to the owner at the expiration or termination of the contract or completion of any related services, pursuant thereto, whichever comes first. None of the documents and/or property shall, without the written consent of the owner, be disclosed to others or used by the contractor or permitted by the contractor to be used by their parties at any time except in the performance of the resulting contract.

Ownership of all data, materials and documentation originated and prepared for the owner pursuant to this contract shall belong exclusively to the owner. All data, reports, computerized information, programs and materials related to this project shall be delivered to and become the property of the owner upon completion of the project. The contractor shall not have the right to use, sell, or disclose the total of the interim or final work products, or make available to third parties, without the prior written consent of the owner.

Under state and federal statutes, certain government records are protected from public disclosure. The Borough, the Contractor and any Subcontractors have a responsibility and an obligation to safeguard from public access an employee's personal information with which it has been entrusted when disclosure thereof would violate the employee's reasonable expectation of privacy. All payroll, personnel and health insurance related files are confidential. Additionally, the Contractor and any Subcontractors may be privy to sensitive law enforcement information or investigations during their review which must remain confidential. The Borough reserves the right to make any public disclosure under the law. Also, among government records deemed confidential are administrative or technical information regarding computer hardware, software and networks that, if disclosed, would jeopardize computer security. The Contractor and any Subcontractor(s) are prohibited from the sale or distribution of all supplied information to any third party.

### **2.21 Source of Specifications/RFP Packages**

Official Request for Proposal (RFP) packages for routine goods and services are available from [www.middlesexboro-nj.gov](http://www.middlesexboro-nj.gov) at no cost to the prospective respondents. All addenda are posted on this site. Potential respondents are cautioned that they are responding at their own risk if a third party supplied the specifications that may or may not be complete. The Borough is not responsible for third party supplied RFP documents.

### **2.22 Altering Official Document**

Respondents shall not write in any margins or alter the official content of Borough's RFP document.

### **2.23 RFP Preparation of Forms**

RFPs *must be signed in ink by the respondent*; all quotations shall be made with a typewriter/computer or pen and ink. Any quotation showing any erasure alteration must be initialed by the respondent in ink. Unit prices and totals are to be inserted in spaces provided.

### **2.24 W-9**

Successful bidder/respondent shall complete W-9 Form and submit to Finance prior to contract award. The form is available at the following link: [www.irs.gov/pub/irs-pdf/fw9.pdf](http://www.irs.gov/pub/irs-pdf/fw9.pdf)

## **3. SCOPE OF WORK (SOW)**

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

### **1. DESCRIPTION OF SERVICES**

The Middlesex Board of Health, hereby requests proposals from New Jersey attorneys or law firms who are licensed and certified by the State of New Jersey to provide the services described and proposed herein.

**The Borough reserves the right to award a single contract or multiple contracts for the provision of these services.**

**General Information:**

This shall contract shall commence on June 1, 2023, and shall be subject to budgetary appropriations by the Middlesex Borough Board of Health as required by law.

The Board and the contractor shall have the right to terminate this contract upon thirty (30) calendar days written notice, return receipt requested, to the other party.

The contractor shall purchase and maintain during the entire period of this contract, professional liability insurance which shall protect the contractor and the Board from any and all claims that may arise out of or result from the contractor's performance of this contract. A Certificate of Insurance in the amount of one million (\$1,000,000.00) dollars per occurrence/annual aggregate shall be provided to the Board prior to contract award.

The contractor shall indemnify and save harmless the Board and its officers, officials, agents, servants and employees against and from any and all claims, suits and cost of every kind, type or description, including attorney's fees and defense costs, and from any and all damages and liability to which the Board or its officers, officials, agents, servants or employees may be subjected by reason of injury to the person or property of others resulting from or in any way arising out of the performance or lack of performance of this Agreement by the contractor or by any of the contractors agents, servants, employees and/or subcontractors.

The contractor and their personnel involved in the performance of this contract shall comply with all appropriate provisions of applicable law and this contract. This contract and all of its provisions shall be construed under the laws of the State of New Jersey.

The contractor and their personnel shall be independent contractors and not employees, servants or agents of the Board of Health.

The Board may terminate this agreement without prior notice where the Board has cause for doing so. "Cause" shall include but not be limited to act(s) or failure(s) to act by the contractor which is clearly immoral, unethical or negligent or not in compliance with the terms and conditions of this agreement.

**Additional Information:**

Prices shall be based on hourly rates, (hourly rate not to exceed \$2,500 per year), and schedules of fees submitted herein. Prices shall be firm for the entire contract period. Any services not included as part of any resulting contract scope of services must be approved and authorized by the Borough before such work is initiated. The Middlesex Board of Health shall pay for such approved services at the rate or cost agreed to by the Board and the contractor, provided the respondent has submitted a schedule of fees for additional services with their proposal submission.

This contract is subject to budgetary appropriations by the Middlesex Board of Health as required by law.

The Middlesex Board of Health and the contractor shall have the right to terminate this contract upon thirty (30) days written notice, return receipt requested, to the other party.

The contractor shall purchase and maintain during the entire period of this contract, professional liability insurance which shall protect the contractor and the Borough from any and all claims that may arise out

of or result from the contractor's performance of this contract. A Certificate of Insurance in the amount of one million (\$1,000,000.00) dollars per occurrence/one million (\$1,000,000.00) annual aggregate shall be provided to the Borough prior to contract award. The Certificate shall also include the provision that the Middlesex Board of Health be provided thirty (30) days prior written notice of any changes, modifications or cancellation of such coverage.

The contractor shall indemnify and save harmless the Middlesex Borough of Health and its officers, officials, agents, servants and employees against and from any and all claims, suits and cost of every kind, type or description, including attorney's fees and defense costs, and from any and all damages and liability to which the Board of Health or its officers, officials, agents, servants or employees may be subjected by reason of injury to the person or property of others resulting from or in any way arising out of the performance or lack of performance of this Agreement by the contractor or by any of the contractors agents, servants, employees and/or subcontractors.

The contractor and their personnel involved in the performance of this contract shall comply with all appropriate provisions of applicable law and this contract.

This contract and all of its provisions shall be construed under the laws of the State of New Jersey.

The contractor and their personnel shall be independent contractors and not employees, servants or agents of the Board.

The Board may terminate this agreement without prior notice where the Board has cause for doing so. "Cause" shall include but not be limited to act(s) or failure(s) to act by the contractor which is clearly immoral, unethical or negligent or not in compliance with the terms and conditions of this agreement.

Respondent must have admission to the New Jersey Bar for a minimum of ten (10) years and shall provide a copy of their current New Jersey Bar Card with their proposal submission.

Respondent must be a multi-disciplinary law practice in the field of general law for a minimum of ten (10) years.

Respondent must be fully licensed and in good standing to practice law in the State of New Jersey.

Respondent must have a minimum of five (5) years current experience representing Governmental entities in all matters of general law and/or public health matters and in litigation.

The Borough/Board of Health reserves the right to conduct in-person interviews at Borough Hall with selected firms/individuals.

Firms/individuals selected for in-person interviews shall be prepared to discuss in detail all services they propose to provide to the Board as part of this contract.

## **2. SERVICES**

The Middlesex Board of Health hereby requests proposals from New Jersey attorneys or law firms who are licensed and certified by the State of New Jersey to Serve as Legal Counsel for the Middlesex Borough Board of Health. The attorney shall provide the following services/responsibilities:

- A. Attend meetings of the Board of Health upon request. There is currently a minimum of twelve (12) meetings per year. The services outlined in Paragraphs A, B (below) and C (below) are considered to be provided under this agreement.
- B. Perform any and all duties as may be required for general operation of the Board. These duties shall include preparation of resolutions, position papers, general correspondence, research, review of legislation/regulations and preparation of other documents as may be required for general operation of the Board.
- C. Be available for telephone consultations with the Chairman of the Board, Secretary of the Board, the Health Officer and/or any other agents/individuals designated by the Board.
- D. The attorney shall also provide the following professional services for which they shall be compensated on a mutually agreed upon hourly rate: 1) civil and criminal litigation on behalf of the Board; 2) attendance at and appearances for the Board at administrative hearings; 3) attendance at hearings and/or conferences with State or Federal agencies; 4) preparation of contracts; and 5) preparation of lease and of other documents beyond the normal scope of the general operation of the Board. These services shall not be performed without prior authorization of the Board.
- E. The attorney shall be reimbursed by the Board for out-of-pocket expenses such as filing fees, recording fees, publication fees, court costs and other like expenses incurred by the attorney in the course of representing the Board. These expenses shall be subject to prior approval of the Board. These expenses shall be reimbursed on a one-to-one basis.

### **3. QUALIFICATIONS STATEMENT**

Respondent shall indicate on the Proposal Cost Form whether they are willing to accept the hourly rates as described herein. Respondents not willing to accept said rates shall list the hourly rate they shall charge the Board on the Proposal Cost Form. The rates charged shall remain firm for the entire term of this contract. Any services not included as part of any resulting contract scope of services must be approved and authorized by the Board before any such work/services is initiated. The Board shall pay for such approved work/services at the rate agreed upon in the contract.

Respondent shall address their ability to provide the services and responsibilities stated herein.

Respondent shall submit licenses, certifications, resumes, etc., for themselves and for any of their staff who may be providing services to the Board as part of this contract.

Respondent shall indicate if any of those licenses and/or certifications have ever been suspended or revoked in New Jersey or any other State.

Respondent shall provide the name of the government agency, address, contact name and contact telephone number of three (3) government agencies (preferably Borough government entities) in the State of New Jersey similar in size to Middlesex Borough where they have provided the services described and proposed herein.

Respondent shall describe their knowledge and experience, and that of their staff, if any, with regard to providing the services described and proposed herein to the Middlesex Borough Board of Health.

Respondent shall describe their knowledge and experience, and that of their staff, in providing the services described and proposed herein to government entities in the State of New Jersey.

**Respondent shall list any experience and/or knowledge with New Jersey Statutes and Administrative Codes pertaining to Public Health to include but not limited to consumer health, environmental health, and public health practice standards.**

Respondent shall provide the location of their office(s) that would be serving the Board for this contract.

Respondent shall describe the resources of their office, including details of support staff that would be supporting this contract.

Respondent may describe any value-added services that may not have been addressed in this Request for Proposals that they feel should be considered by the officials evaluating their proposal submission.

#### **4. AWARD**

Award(s) will be made upon review and approval of the Middlesex Board of Health.

#### **5. REJECTION OF PROPOSALS**

The owner reserves the right to reject any or all proposals, or to reject any proposals if the evidence submitted by, or investigation of such respondent fails to satisfy the owner that such respondent is properly qualified to carry out the obligations of the RFP and to complete the work contemplated therein. The owner reserves the right to waive any minor informality in the RFP.

#### **6. ALLOWABLE/NON-ALLOWABLE COSTS**

a. Allowable:

- Photocopying will be reimbursed at \$.10 per page.
- Postage will be reimbursed at actual cost.
- If billing for mileage you may not bill for driving time.

b. Non-Allowable:

- Overhead, e.g. secretary's time, intra-office communications, in-house computer time other than outside research, telephone and faxing.

#### **7. LITIGATION MANAGEMENT PLAN (if applicable)**

The successful awardees will be provided with the Borough's Litigation Management Plan which shall be part of the contract with the Board. The Litigation Management Plan for Employment Practices Litigation (EPL) may, in certain instances, need to comply with the litigation management requirements of the insurance carrier providing coverage to the Board. A copy of those requirements will be provided to the attorneys who are awarded EPL work. Other litigation, apart from EPL, should comport to the Borough's standard Litigation Management Plan as may be amended or updated from time to time. These are the default provisions that will govern in the absence of Middlesex Borough insurance coverage related exception or policy.



## **4. Proposal Requirements**

### **4.1 Qualification Statement**

A statement is to be provided by the respondent who will serve as the primary contractor. The statement shall set forth brief details of the firm's principal activities, the number of personnel in the firm and the firm's location. Please provide a list of (3) three clients for whom similar services have been provided. Include the following in your response:

1. Name of government agency.
2. Contact person's name, position, and current telephone number.
3. Dates, cost and scope of service.
4. Status and comments

### **4.2 Key Personnel Information**

The respondent shall provide the identity and the professional credentials of the principals and other key personnel either working for the contractor and their areas of responsibilities.

### **4.3 Subcontractors**

Respondents may engage the services of subcontractors for completion of this project. If their proposal involves any subcontractors, full details on the nature of the work to be performed by them and the location in which the work is to be performed must be provided. The respondent understands that if selected, the owner prior to initiating any subcontracted work, must approve the use of subcontractors in writing.

### **4.4 Proposal Forms**

The following forms are contained in the attachments. All forms are required and shall be completed and made part of the proposal submitted.

1. Proposal Cost/Signature Form
2. Qualifications Submission Form
3. Non-Collusion Affidavit
4. Stockholder Disclosure
5. Insurance Requirement Acknowledgement Form
6. Affirmative Action Statement
7. Professional Service Entity Information Form
8. Acknowledgement of Receipt of Addenda
9. List of Contribution
10. Certification of Prohibited Activities in Russia and Belarus & Investment Activities in Iran

### **4.5 Location of Servicing Office**

The proposal must list the location and address of the present, active office that will service and manage this contract.

## **5. Evaluation, Review and Selection Process**

### **5.1 Proposals to Remain Subject to Acceptance**

RFP responses shall remain open for a period of sixty (60) calendar days from the stated submittal. The owner will either award the Contract within the applicable time period or reject all proposals.



The owner may extend the decision to award or reject all proposals beyond the sixty (60) calendar days when the proposals of any respondents who consent thereto may, at the request of the owner, be held for consideration for such longer period as may be agreed.

## **5.2 Rejection of Proposals**

The owner reserves the right to reject any or all proposals, or to reject any proposals if the evidence submitted by, or investigation of such respondent fails to satisfy the owner that such respondent is properly qualified to carry out the obligations of the RFP and to complete the work contemplated therein. The owner reserves the right to waive any minor informality or reject any/or all submissions in accordance with the Fair & Open Public Solicitation Process for professional services(s) pursuant to P.L. 2004, c.19 (N.J.S.A. 19:44A-20.4 et seq.) in the RFP.

## **5.3 Evaluation Process**

An evaluation team will review all proposals to determine if they satisfy the Proposal Requirements, determine if a proposal should be rejected and evaluate the proposals based upon the Evaluation Criteria. The highest-ranking respondent will then be recommended to the governing body for award of contract, based on most advantageous price and other factors. The Borough reserves the right to reach out to the respondents to get clarification on Proposals on specific items if necessary, during the deliberation process.

*Evaluation Team* – RFP respondents are prohibited from contacting any member of the evaluation team directly without a formal invitation. If it is found that a respondent has attempted to discuss their proposal with a team member without an invite, then their proposal may be deemed unresponsive. All questions during the evaluation period shall be directed to the Purchasing Agent.

## **5.4 Evaluation Criteria**

The criteria considered in the evaluation of each proposal follows. The arrangement of the criteria is not meant to imply order of importance in the selection process. All criteria will be used to select the successful respondent.

This will be based on the quality of the content of the RFP and the respondent's ability to communicate a thorough understanding of the required tasks and the approach to meet the scope of work outlined in the RFP. The proposals will be evaluated for general compliance with instructions and requests issued in the RFP. Non-compliance with significant instructions will be grounds for disqualification of proposals.

### **5.4.1 Understanding of the Requested Work**

The proposals will be evaluated for general compliance with instructions and requests issued in the RFP. Non-compliance with significant instructions shall be grounds for disqualification of proposals.

### **5.4.2 Knowledge and Technical Competence**

This includes the ability of the respondent to perform all of the tasks and fulfill adequately the stated requirements.

### **5.4.3 Management, Experience and Personnel Qualifications**

Expertise of the firm shall be demonstrated by past contract successes providing government agencies with similar services. The respondent will be evaluated on knowledge, experience, prior collaboration and successful completion of projects/services similar to that requested in this RFP.

In addition to relevant experience, respondents shall provide personnel qualifications in the Proposal. (See 4.1 and 4.2).

**5.4.4 Ability to Complete the Project/Services in a Timely Manner**

This is based on the estimated duration of the tasks and the respondent’s ability to accomplish these tasks as stated.

**5.4.5 Cost**

Price shall be based on amount stated on the proposal cost form. Total overall costs to complete the project, the cost of maintenance, training, etc., or price shall be based on hourly rates and schedules of fees submitted with the proposal. Any services not included as part of any resulting contract scope of services must be approved and authorized by the owner before such work is initiated. The owner shall pay for such approved services, at the rate or cost agreed upon between the owner and contractor, provided the respondent has provided a schedule of fees for additional services with this RFP.

**5.5 Term of the contract**

The term of this contract is June 1, 2023 – December 31, 2023.

**5.6 Notice of Award**

The successful respondent will be notified of the award of contract upon a favorable decision by the governing body.

**6. List All Contributions**

List all contributions, including in-kind contributions you or your firm/company (including all equitable owners/members thereof) have made to any campaign or candidate for any public office in Middlesex Borough or Middlesex County in 2021-2022. Include amount(s) of such contribution(s) and the candidate(s) or committees to whom such amounts were given.

**BOROUGH OF MIDDLESEX**

**CHECKLIST**

**PROFESSIONAL SERVICE TITLE:** \_\_\_\_\_  
**Please fill in the appropriate title in the space above.**

**SUBMISSION DATE: Tuesday, May 23, 2023 at 11:00 AM**

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

- 1. Non-Collusion Affidavit .....   X
- 2. Stockholder Disclosure Certification .....   X
- 3. Insurance Requirement Acknowledgement Form .....   X
- 4. Mandatory Equal Employment Opportunity Notice Acknowledgement .....   X
- 5. Copy of your ***Business Registration Certificate*** as issued by the State of New Jersey, Department of Treasury, Division of Revenue .....   X
- 6. Professional Service Entity Information Form .....   X
- 7. Qualifications Submission Form.....   X
- 8. List of Contribution(s).....   X
- 9. Certification of Prohibited Activities in Russia and Belarus & Investment Activities in Iran   X
- 10. Acknowledgement of Corrections, Additions or Deletions Form .....   X
- 11. Proposal Cost/Signature Form .....   X

**Reminder**

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

*Each submission shall be contained in a sealed envelope addressed to: Purchasing Agent, Borough of Middlesex, 1200 Mountain Ave., Middlesex, NJ 08846 or in the preprinted envelope supplied with the submission package when available and said envelope shall specify the Appointment Title/Professional Service for which the submission is provided.*

***The submission is to be clearly marked “Sealed Submission Enclosed” – Board of Health Attorney and must be delivered at the place and time required or mailed so as to be received prior to the opening time set in the advertisement.***

*Submissions received after the hour herein named or in unsealed envelopes shall not be considered.*

**BOROUGH OF MIDDLESEX**  
**BID PROPOSAL FORM/SIGNATURE PAGE**

**TO THE BOROUGH OF MIDDLESEX:**

The undersigned declares that he/she has read the Notice, Instructions, Affidavits and Scope of Services attached, that he/she has determined the conditions affecting the bid and agrees, if this bid is accepted, to furnish and deliver services per the following:

PROFESSIONAL SERVICES

FEE SCHEDULE SUBMITTED Yes  No

The undersigned is a \_\_\_\_\_ (Corporation)  
(Partnership) under the laws of the State of \_\_\_\_\_ having its  
(Individual)

Principal office at \_\_\_\_\_

\_\_\_\_\_  
Company

\_\_\_\_\_  
Federal I.D. # or Social Security #

\_\_\_\_\_  
Address

\_\_\_\_\_  
Signature of Authorized Agent

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Title of Authorized Agent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Fax Number

**LIST ALL CONTRIBUTION(S)**

**2021-2022**

List all contributions, including in-kind contributions you or your firm/company (including all equitable owners/members thereof) have made to any campaign or candidate for any public office in Middlesex Borough or Middlesex County in 2021-2022. Include amount(s) of such contribution(s) and the candidate(s) or committees to whom such amounts were given.

Name of Campaign or Candidate	Amount of Contribution
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

By signing below, you acknowledge that you or your firm/company (including all equitable owners/members thereof), **have not** made any contributions to any campaign or candidate for any public office in Middlesex Borough or Middlesex County in 2021-2022.

COMPANY: \_\_\_\_\_ PRINT NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**BOROUGH OF MIDDLESEX**

**QUALIFICATIONS SUBMISSION FORM**

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

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

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

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**4. Cost details, including the hourly rates of each of the individuals who will perform services, including their title, level of expertise and years of experience, and all expenses:**

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Firm \_\_\_\_\_ Date: \_\_\_\_\_

Authorized Representative (Print):  
\_\_\_\_\_

Signature: \_\_\_\_\_ Title: \_\_\_\_\_

Telephone #: \_\_\_\_\_ Fax #: \_\_\_\_\_

**BOROUGH OF MIDDLESEX**

**PROFESSIONAL SERVICE ENTITY INFORMATION FORM**

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

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Social Security No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_ E-Mail: \_\_\_\_\_

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

Trading As: \_\_\_\_\_ Telephone No.: \_\_\_\_\_

\*\*\*\*\*

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

Name of Partners: \_\_\_\_\_

Firm Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Federal I.D. No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_ E-Mail: \_\_\_\_\_

Social Security No.: \_\_\_\_\_

Signature of authorized agent: \_\_\_\_\_

\*\*\*\*\*

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

State under whose laws incorporated: \_\_\_\_\_

Location of principal office: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Federal I.D. No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_ E-Mail: \_\_\_\_\_

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

\_\_\_\_\_

Telephone No.: \_\_\_\_\_ Name of Corporation: \_\_\_\_\_

Signature: \_\_\_\_\_ By: \_\_\_\_\_

Title: \_\_\_\_\_ Address: \_\_\_\_\_



**BOROUGH OF MIDDLESEX**  
**OWNERSHIP STATEMENT - STOCKHOLDER DISCLOSURE FORM**

**LEGAL NAME OF BIDDER:** \_\_\_\_\_

**Check the box that represents the type of business organization:**

- |   |  |  |
|---|--|--|
| <input type="checkbox"/> Partnership              | <input type="checkbox"/> Corporation                   | <input type="checkbox"/> Sole Proprietorship           |
| <input type="checkbox"/> Limited Partnership      | <input type="checkbox"/> Limited Liability Corporation | <input type="checkbox"/> Limited Liability Partnership |
| <input type="checkbox"/> Subchapter S Corporation | <input type="checkbox"/> Other, Please List _____      |  |

List the names and addresses of all stockholders who own ten (10%) percent or more of the above company's stock, and if there **are NO STOCKHOLDERS OF 10% OR MORE, simply check the second box below**. If one or more such stockholders or partner is itself a corporation or partnership, the stockholders holding 10% or more of that corporation's stock, or the individual partners owning 10% of that corporation's stock, or the individual partners owning 10% or greater interest in that partnership, as the case may be, must also be listed.

**The disclosure shall be continued until names and addresses of every person who is a non-corporate stockholder, or individual partner, exceeding the 10% ownership criteria established in this act, has been listed, in full compliance with Chapter 33 of the New Jersey Public Laws of 1977.**

**BIDDERS/RESPONDENTS MUST CHECK THE APPROPRIATE BOX:**

- I certify that the **list below** contains the names and addresses of all **stockholders holding 10% or more** of the issued and outstanding stock of the undersigned.
- I certify that **no one stockholder** owns 10% or more of the issued and outstanding stock of the undersigned.

**Publicly Traded** - For publicly traded entities to comply with N.J.S.A. 52:25-24.2 they may submit the name and address of each publicly traded entity, and the name and address of each person holding 10% or more beneficial interest in the publicly traded entity as of the last annual filing with the Security Exchange Commission (SEC), or foreign equivalent.

Submit here the Website (URL) providing the last annual Security Exchange Commission (SEC) filing, or foreign equivalent:

\_\_\_\_\_

The requested information is available on the following page number(s) of the SEC, or foreign equivalent, filing:

\_\_\_\_\_

**Stockholder Name** \_\_\_\_\_

Address \_\_\_\_\_

Percentage of Ownership \_\_\_\_\_ %.

**Stockholder Name** \_\_\_\_\_

Address \_\_\_\_\_

Percentage of Ownership \_\_\_\_\_ %.

**Stockholder Name** \_\_\_\_\_

Address \_\_\_\_\_

Percentage of Ownership \_\_\_\_\_ %.

*(Note: Attach additional pages if necessary)*

\_\_\_\_\_  
(Respondent/Respondent Authorized Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Print name of authorized signatory)

\_\_\_\_\_  
(Title)

**BOROUGH OF MIDDLESEX  
NON-COLLUSION AFFIDAVIT**

**State of** \_\_\_\_\_  
**County of** \_\_\_\_\_

ss:

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

I am \_\_\_\_\_ of the firm of \_\_\_\_\_  
(Title or position) (Name of firm)

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

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

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

Subscribed and sworn to

Before me this \_\_\_\_\_ day

Of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
(Type or print name of affiant under signature)

\_\_\_\_\_  
Notary public of

My Commission expires \_\_\_\_\_.

**BOROUGH OF MIDDLESEX**

**INSURANCE REQUIREMENTS AND ACKNOWLEDGEMENT FORM**

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

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

**PROFESSIONAL LIABILITY INSURANCE**

Limits shall be a minimum of \$1,000,000.00 for each claim and \$2,000,000.00 aggregate each policy period.

***Acknowledgement of Insurance Requirement:***

\_\_\_\_\_  
(Signature) (Date)

\_\_\_\_\_  
(Printed Name and Title)

**EXHIBIT A**  
**EEO/AFFIRMATIVE ACTION COMPLIANCE NOTICE**  
**N.J.S.A. 10:5-31 and N.J.A.C. 17:27**  
**GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS**

All successful bidders are required to submit evidence of appropriate affirmative action compliance to the Borough and Division of Public Contracts Equal Employment Opportunity Compliance. During a review, Division representatives will review the Borough files to determine whether the affirmative action evidence has been submitted by the vendor/contractor. Specifically, each vendor/contractor shall submit to the Borough, prior to execution of the contract, one of the following documents:

**Goods and General Service Vendors**

1. Letter of Federal Approval indicating that the vendor is under an existing federally approved or sanctioned affirmative action program. A copy of the approval letter is to be provided by the vendor to the Borough and the Division. This approval letter is valid for one year from the date of issuance.

**Do you have a federally approved or sanctioned EEO/AA program?    Yes     No**   
**If yes, please submit a photo static copy of such approval.**

2. A Certificate of Employee Information Report (hereafter "Certificate"), issued in accordance with N.J.A.C. 17:27-1.1 et seq. The vendor must provide a copy of the Certificate to the Borough as evidence of its compliance with the regulations. The Certificate represents the review and approval of the vendor's Employee Information Report, Form AA-302 by the Division. The period of validity of the Certificate is indicated on its face. Certificates must be renewed prior to their expiration date in order to remain valid.

**Do you have a State Certificate of Employee Information Report Approval?    Yes     No**   
**If yes, please submit a photo static copy of such approval.**

3. The successful vendor shall complete an Initial Employee Report, Form AA-302 and submit it to the Division with \$150.00 Fee and forward a copy of the Form to the Borough. Upon submission and review by the Division, this report shall constitute evidence of compliance with the regulations. Prior to execution of the contract, the EEO/AA evidence must be submitted.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) on the Division website [www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance).

The successful vendor(s) must submit the AA302 Report to the Division of Public Contracts Equal Employment Opportunity Compliance, with a copy to Public Agency.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

COMPANY: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**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 ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

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

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

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

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

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

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

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

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

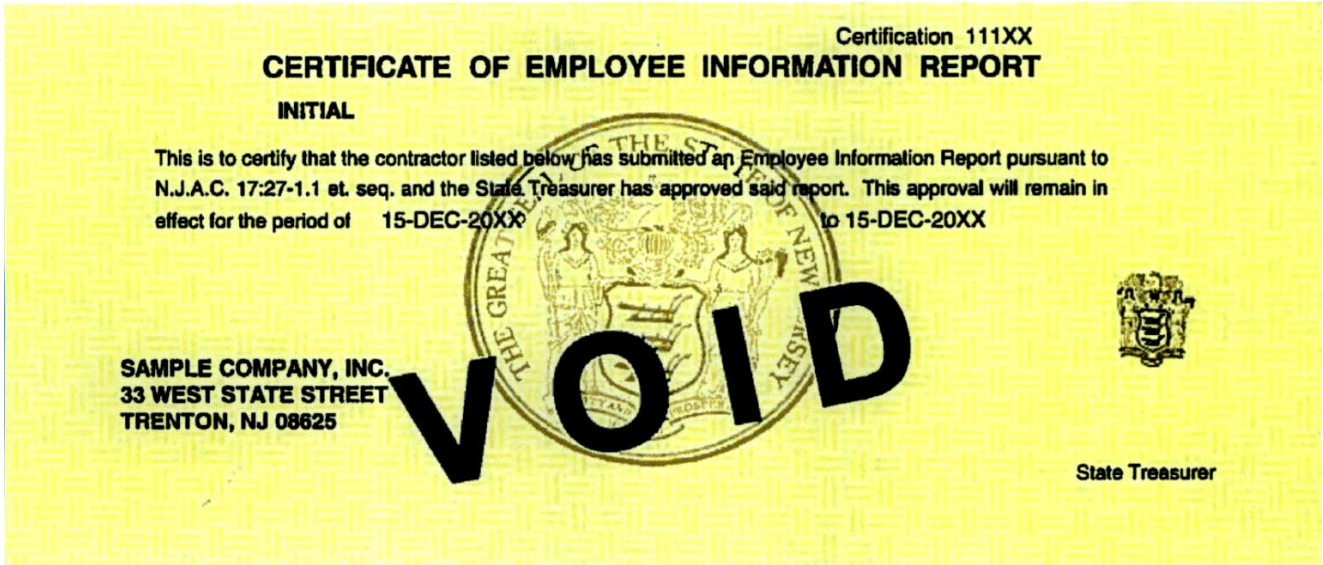
Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at [www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance)).

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

**SAMPLE CERTIFICATE OF EMPLOYEE INFORMATION REPORT**



**BOROUGH OF MIDDLESEX**

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

The Contractor and the Owner, do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (*42 U.S.C. S121 01 et seq.*), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or 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 the Agreement or otherwise at law.

**BOROUGH OF MIDDLESEX**

THESE ARE **SAMPLES** OF THE **ONLY** ACCEPTABLE  
BUSINESS REGISTRATION CERTIFICATES

PREFER SUBMITTED WITH BID RESPONSE  
REQUIRED BY LAW PRIOR TO AWARD OF CONTRACT

STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE  
FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS

DEPARTMENT OF TREASURY  
DIVISION OF REVENUE  
PO BOX 252  
TRENTON, NJ 08646-0252

TAXPAYER NAME: TAX REGISTRATION TEST ACCOUNT  
TRADE NAME: CLIENT REGISTRATION  
TAXPAYER IDENTIFICATION#: 970-097-382/500  
SEQUENCE NUMBER: 0107330  
ADDRESS: 847 ROEBLING AVE  
TRENTON NJ 08611  
ISSUANCE DATE: 07/14/04  
EFFECTIVE DATE: 01/01/01  
FORM-BRC(08-01)

*John S. Tully*  
Acting Director

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: TAX REG TEST ACCOUNT  
Trade Name:  
Address: 847 ROEBLING AVE  
TRENTON, NJ 08611  
Certificate Number: 1093907  
Date of Issuance: October 14, 2004

For Office Use Only:  
20041014112823533



**Borough of Middlesex**  
**CERTIFICATION OF PROHIBITED ACTIVITIES IN RUSSIA AND BELARUS &**  
**INVESTMENT ACTIVITIES IN IRAN PURSUANT TO P.L.2022, c.3**

**BID/RFP/Solicitation Number:** \_\_\_\_\_ **Bidder/Offeror:** \_\_\_\_\_

**Part 1: Certification**

**COMPLETE PART 1 BY CHECKING ONE OF THE THREE BOXES BELOW**

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

<https://www.nj.gov/treasury/administration/pdf/RussiaBelarusEntityList.pdf>  
[www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf](http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf).

As applicable to the type of contract, the above-referenced lists must be reviewed prior to completing the below certification.

A person or entity unable to make the certification must provide a detailed, accurate, and precise description of the activities of the person or entity, or of a parent entity, subsidiary, or affiliate, engaging in prohibited activities in Russia or Belarus and/or investment activities in Iran. The person or entity must cease engaging in any prohibited activities and provide an updated certification before the contract can be entered into.

If a vendor or contractor is found to be in violation of law, action may be taken as appropriate and as may be provided by law, rule, or contract, including but not limited to imposing sanctions, seeking compliance, recovering damages, declaring the party in default, and seeking debarment or suspension of the party.

**CONTRACT AWARDS AND RENEWALS**

*I certify, pursuant to law, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate appears on the N.J. Department of Treasury's lists of entities engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3 or in investment activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. (Skip Part 2 and sign and complete the Certification below.)*

**CONTRACT AMENDMENTS AND EXTENSIONS**

*I certify, pursuant to law, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate is listed on the N.J. Department of the Treasury's lists of entities determined to be engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3. I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. (Skip Part 2 and sign and complete the Certification below.)*

**IF UNABLE TO CERTIFY**

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

## Part 2: Additional Information

PLEASE PROVIDE FURTHER INFORMATION RELATED TO PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS AND/OR INVESTMENT ACTIVITIES IN IRAN.

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

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## Part 3: Certification of True and Complete Information

*I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments there, to the best of my knowledge, are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity.*

*I acknowledge that the Borough of Middlesex is relying on the information contained herein and hereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the Borough of Middlesex to notify the Borough of Middlesex in writing of any changes to the answers of information contained herein.*

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

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Signature of Vendor's Authorized Representative

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Date

---

Print Name and Title of Vendor's Authorized Representative

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Vendor Name

---

Vendor Phone Number

---

Vendor Address (Street Address)

---

Vendor Fax Number

---

Vendor Address (City/State/Zip Code)

---

Vendor Email Address for Authorized Representative

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<sup>1</sup> Engaged in prohibited activities in Russia or Belarus” means (1) companies in which the Government of Russia or Belarus has any direct equity share; (2) having any business operations commencing after the effective date of this act that involve contracts with or the provision of goods or services to the Government of Russia or Belarus; (3) being headquartered in Russia or having its principal place of business in Russia or Belarus, or (4) supporting, assisting, or facilitating the Government of Russia or Belarus in their campaigns to invade the sovereign country of Ukraine, either through in-kind support or for profit.

**BOROUGH OF MIDDLESEX**

**ACKNOWLEDGMENT OF RECEIPT OF ADDENDA**

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

<b>ADDENDUM NUMBER</b>	<b>DATE</b>	<b>ACKNOWLEDGE RECEIPT (Initial)</b>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

No Addenda were received:

Acknowledged for: \_\_\_\_\_  
(Name of Bidder)

By: \_\_\_\_\_  
(Signature of Authorized Representative)

Name: \_\_\_\_\_  
(Print or Type)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT A**

**EVALUATION SHEET**

BOROUGH OF  
MIDDLESEX

EVALUATORS NAME \_\_\_\_\_  
COMPANY NAME \_\_\_\_\_

Write NA if  
category  
does not apply.

<b>Understanding the Requested Work 10 Points</b>				
<b>Category</b>	<b>0 Points</b>	<b>1 - 2 Points</b>	<b>3 - 4 Points</b>	<b>Points Given</b>
Demonstrates clear understanding	Does not demonstrate clear understanding	Proposal points are adequately defined	Proposal is clear, readable and precise	
	<b>0 Points</b>	<b>1 - 2 Points</b>	<b>3 Points</b>	
Completeness and responsiveness to RFP	Does not address major requirements	Proposal absent some non-critical points	Proposal complete and responsive	
Compliance with instructions and requests	Does not comply	Complies substantially	Complies with all instructions and requests	

<b>Knowledge and Professional Compliance 25 Points</b>				
<b>Category</b>	<b>0 - 2 Points</b>	<b>3 - 4 Points</b>	<b>5 - 6 Points</b>	<b>Points Given</b>
Education and training of employees, suitability to perform the required tasks	Minimal training, no formal education, new performer	Some prior experience, some training and documented performance	High level of education and training, well proven performance	
	<b>0 Points</b>	<b>1 - 2 Points</b>	<b>3 - 7 Points</b>	
Does respondent have the character, integrity, reputation, judgment, experience & efficiency required by the Professional	Not adequately documented	Proposal uses some current technology	Well documented use of the latest technologies	
	<b>0 Points</b>	<b>1 - 2 Points</b>	<b>3 - 4 Points</b>	
QA/QC Process	Not adequately documented	QA/QC documented, but with little oversight	QA/QC documented with significant oversight	
	<b>0 Points</b>	<b>1 - 3 Points</b>	<b>4 - 8 Points</b>	
Primary Professional vs. subcontracted resources depending on nature of sub and percentage of project	More than one Sub-Professional	Only one Sub-Professional providing 50% of resources to be used	Primary Professional will do entire project	

<b>Ability to Perform Services in a Timely Manner 15 Points</b>				
<b>Category</b>	<b>0 Points</b>	<b>1 - 2 Points</b>	<b>3 - 4 Points</b>	<b>Points Given</b>
Scheduling Timeline	Cannot meet schedule	Meets most of schedule	Meets entire schedule	
	<b>0 - 1 Points</b>	<b>2 - 3 Points</b>	<b>4 - 6 Points</b>	
Personnel & Resources	May not be sufficient	Sufficient for project	Dedicated resources	
	<b>0 - 2 Points</b>	<b>3 - 4 Points</b>	<b>5 Points</b>	
Primary Professional relationship Sub-Professionals	Primary Professional has not worked with Sub-Professional	Primary Professional has limited experience with Sub-Professional	No Sub-Professional or a proven record with Sub-Professional	

<b>Management, Experience and Personnel Qualifications</b> <b>25 Points</b>				
<b>Category</b>	<b>0 Points</b>	<b>1 - 2 Points</b>	<b>3 Points</b>	<b>Points Given</b>
Project Management Plan	Not demonstrated as sound	Plan is average	Plan is sound and detailed	
Project Management Team	Does not meet qualifications	Qualified but little experience working together	Well qualified and has collaborated on similar projects	
	<b>0 Points</b>	<b>1 - 2 Points</b>	<b>3 - 5 Points</b>	
Record of reliability and quality of service	Not documented	Some documentation	Track record of high quality	
	<b>0 - 1 Points</b>	<b>2 - 4 Points</b>	<b>5 - 7 Points</b>	
Scope of Work Experience Experience in performing similar work by employees	Few related projects Limited experience	Some similar projects Good experience	Numerous similar projects Exceptional experience	

<b>Management, Experience and Personnel Qualifications</b> <b>25 Points</b>				
<b>Category</b>	<b>0 Points</b>	<b>2 Points</b>	<b>3 Points</b>	<b>Points Given</b>
Explanation of costs	Costs not explained	Some correlation provided	Well documented	
	<b>0 - 4 Points</b>	<b>5 - 10 Points</b>	<b>11 - 15 Points</b>	
Cost comparison	Highest third in salary dollars	Middle third in salary dollars	Lowest third in salary dollars	
	<b>0 - 1 Points</b>	<b>2 - 3 Points</b>	<b>4 - 6 Points</b>	
Other costs, copies, travel, etc	Travel and copy cost in excess of OPRA	Copy cost equal to OPRA costs	None	

	<b>0 Points</b>	<b>1 - 2 Points</b>	<b>3 Points</b>	
Additional Services	No needed additional services identified	Possible additional services identified, costs not included	Needed additional services identified and included	
<b>TOTAL POINTS AWARDED</b>				