

TOWNSHIP OF HILLSIDE

**COUNTY OF UNION
STATE OF NEW JERSEY**

REQUEST FOR PROPOSALS FOR VARIOUS PROFESSIONAL SERVICES

ANIMAL CONTROL OFFICER & SHELTER SERVICES

FAIR AND OPEN PUBLIC SOLICITATION PROCESS

SUBMISSION DEADLINE: December 11, 2020 AT 11:00 A.M.

TOWNSHIP OF HILLSIDE
PUBLIC NOTICE
FOR THE SOLICITATION OF PROFESSIONAL SERVICES

NOTICE IS HEREBY GIVEN that, in accordance with NJSA 19:44-20.5 et seq. through a fair and open process that sealed submissions will be received by the Township of Hillside, County of Union, State of New Jersey **December 11, 2020 at 11:00 am**, prevailing time, in the **Clerk's Office**, located at the Township of Hillside Municipal Building, **1409 Liberty Avenue, Hillside Township, NJ 07205** then publicly opened and read aloud for the following:

1. Outside Legal Counsel (General Litigation/Appellate Practice, Labor/Employment and Human Resources, Redevelopment, Bond/Public Finance, Environmental Law, Tax Appeal, Land Use (Planning & Zoning) and Alcoholic Beverage Control)
2. Engineering Services (Township Engineer, Environmental Engineer and Land Use (Planning & Zoning))
3. Professional Planner
4. Township Auditor
5. Grant Writing Services
6. Financial Advisor
7. Insurance Brokerage Services
8. Animal Control officer and Shelter Services

Proposals/Submissions will be received by the Township Clerk's Office on the date and time noted above. Firms do not need to be present and may mail or deliver proposal package to the attention of Hope M. Smith, Business Administrator at the above address prior to date and time above. **Envelopes/packages must be conspicuously marked RFP for "specify category."** Standardized submission requirements and selection criteria are on file and available on the Township website www.hillsidenj.us and in the Clerk's Office during regular business hours, 8:00 AM to 4:00 PM, Monday through Friday, excluding holidays. **Addenda will also be posted on the Township website.**

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).

Submissions by Corporations and Partnerships shall include a completed Disclosure of Ownership form (N.J.S.A. 52:25-24.2) and shall include a completed Non-Collusion Affidavit.

The Township 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 Township. The Township shall award the contract or reject all submissions no later than 60 days from receipt of same.

**TOWNSHIP OF HILLSIDE
SOLICITATION OF PROFESSIONAL SERVICE CONTRACTS
UNDER THE FAIR AND OPEN PROCESS**

STANDARDIZED SUBMISSION RULES AND INSTRUCTIONS

1. The Township of Hillside is soliciting proposals for the provision of professional services to the Township for the contract period January 1, 2021 through December 31, 2021. Proposals will be accepted for the specific professional services set forth in the Public Notice, a copy of which is attached hereto.
2. The applicant understands and agrees that its proposal is submitted on the basis of the requirements prepared by the Township. The applicant accepts the obligation to become familiar with these requirements.
3. Applicants are expected to examine the requirements with care. Ambiguities, errors or omissions noted by applicants should be promptly reported in writing to the Township. In the event the applicant fails to notify the Township of such ambiguities, errors or omissions, the applicant shall be bound by its proposal.
4. No oral interpretation of the meaning of the specifications will be made to any applicant. Every request for an interpretation shall be in writing, addressed to the Township Clerk. In order to be given consideration, written requests for interpretation must be received at least five (5) days prior to the date fixed for receipt of the proposals. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications and will be distributed to all prospective applicants in accordance with NJSA 40A:11-23. All addenda so issued shall become part of the contract documents and shall be acknowledged by the applicant in the proposal. The Township's interpretations or corrections thereof shall be final.
5. The proposal shall be addressed to the Township Clerk's Office at the Township of Hillside, 1409 Liberty Avenue, Hillside, New Jersey 07205 and shall be received in the Clerk's Office no later than December 11, 2020 at 11:00 A.M. Respondents must submit an **ORIGINAL** responsive submission, ONE (1) unbound copy of the responsive submission and ONE (1) copy on CD in pdf format.
6. **The proposal form shall be submitted in a sealed envelope bearing the name and address of the applicant written on the face of the envelope with the RFP category listed.**
7. It is the applicant's responsibility to see that proposals are presented to the Township on the hour and at the place designated. Proposals may be hand delivered or mailed; however, the Township disclaims any responsibility for proposals forwarded by regular or overnight mail. If the proposal is sent by overnight mail, the designation in paragraph 6 above must also appear on the outside of the delivery company envelope. **PROPOSALS RECEIVED AFTER THE DESIGNATED TIME AND DATE WILL BE RETURNED UNOPENED.**

8. All proposals shall include, at a minimum, the name, address and all contact information of the person or firm making the proposal; a statement of qualifications, including all applicable professional licenses held; a statement of experience in rendering such professional services to public entities; references; and a proposal for compensation or a schedule of fees to be charged for such professional services.
9. All proposals will be evaluated by the Evaluation Team of the Township of Hillside.
10. Proposals will be evaluated by the Evaluation Team of the Township of Hillside on the basis of the proposals deemed to be most advantageous, price and other factors considered. The evaluation may consider:
 - A. Experience and reputation in the field of professional services;
 - B. Knowledge and experience with the Township's form of government which is Mayor-Council Plan of the Optional Municipal Charter Law (NJSA 40:69A- 1 et seq.);
 - C. Knowledge of the Township of Hillside and the subject matter to be addressed under the contract;
 - D. Availability to accommodate any required meetings;
 - E. Ability of the firm to perform the services on a timely basis, including staffing and familiarity with the subject matter;
 - F. Compensation proposal;
 - G. References; and
 - H. Other factors, if determined to be in the best interest of the Township of Hillside and its agencies.
11. Any applicant successfully awarded a contract must agree to indemnify and hold the Township harmless from any liability to subcontractors and suppliers concerning payment for work performed or goods supplied and must also add the Township of Hillside as a named insured to any applicable insurance policies.
12. The successful respondent will be notified of the award of contract upon a favorable decision by the governing body.
13. Certificate of Professional Liability Insurance in a minimum of \$1,000,000 to be submitted with the proposal submission.
14. Contractor shall provide professional liability (errors& omissions) insurance for claims arising from any negligent performance of contractors' services pursuant to the agreement in the amount of \$1,000,000 per claim.
 - A. The certificate of insurance shall designate the Township as an additional insured and shall contain a thirty (30) day notice of cancellation whereby the Township Clerk will be provided with a written notification of cancellation. Said insurance must be paid for a minimum of six (6) months into the contract period at the time of the contract.

It is understood and agreed that the vendor is an independent contractor and not an employee of the Township.

The vendor agrees to indemnify and hold harmless the Township, the Board of Commissioners of the Township, and all of its officers, agents and employees of and from any and all liability for damages for injury to person and property, including death and against and from all suits and actions and all costs, damages and change of whatsoever kind of nature, including attorneys' fees to which the Township maybe put for or on account of any injury or alleged injury to person, including death, or property, resulting from the performance of the vendor's operations under this Contract, or by or in consequence of any neglect or omission on the part of the vendor in the performance of operations under the Contract, whether such operations, or in the absence thereof, be by the vendor or anyone directly or indirectly employed by the vendor.

The vendor shall hold the Township harmless for damages to the vendor's equipment utilized during the term of this Contract.

Programs of self-insurance are not acceptable.

15. Worker's Compensation; Part Two – Statutory

16. Comprehensive General Liability:

- A. Minimum limits: \$1,000,000; Combined Single Limit Coverage to include: Premise/Operations; Independent Contractors; Product/Completed Operations; Contractual; Personal Injury; Broad From Property Damage; Township as additional insured.
- B. Comprehensive General Liability must be maintained for at least one year after completion of the contract and its acceptance by the Township.

GENERAL DESCRIPTION OF PROFESSIONAL SERVICES NEEDED

The following are brief descriptions of some of the requirements necessary and may include other functions as may be directed by the Township of Hillside and their respective departments:

SCOPE OF SERVICE

The Township is interested in entering into a contract with a qualified vendor who is able to provide Animal Control Officer and Animal Shelter Services for the Township as detailed and described herein. The Township reserves the right to award the contract for the performance of these services in the manner which is most advantageous to the Township.

Once awarded, this contract shall be managed and enforced by the Township's Health Department. All inquiries, invoices and all paperwork submitted for payment shall be directed to the Township of Hillside, Health Department, 1409 Liberty Avenue, Hillside, New Jersey 07205.

Respondents shall provide on the Official Proposal Form their annual, total, all-inclusive price, which shall be paid monthly for both services combined, that they shall charge the Township to provide the animal control officer and animal shelter services as detailed and defined herein which shall include, but not be limited to, all labor, equipment, f u e l , utilities, insurance, animal food, bedding, shelter,

maintenance, disposal, recordkeeping, etc.

The vendor shall be required to provide animal shelter services as detailed and described herein and in accordance with all regulations established by the State of New Jersey for providing such services.

The services to be provided by the vendor shall include, but not be limited, to the following:

- A. Providing animal control officer services as required by N.J.S.A. 4:19-15.16 et seq.
- B. Animal control officer services must be performed by a certified animal control officer or his or her animal control agent for five (5) days a week, 8:00 a.m. to 4:00 p.m., as well as Saturdays, Sundays, holidays and nights as necessary for emergencies. Emergency services are defined as the care of injured animals, trapped animals, sick animals, animals whose lives are endangered or animals that are providing a danger to humans. The services shall also include the transportation, and control of animals as needed. Crocodiles, alligators, whales, porpoises, feral cat colonies and dead deer are specifically excluded from this agreement. The vendor shall be responsible for providing his/her own transportation and for animals that are taken to a shelter or for veterinarian services. The vendor shall bring the animals to a shelter, designated by the Township, for animals as needed. Vendor shall bring animals for emergency veterinary services, to a veterinarian designated by the Township, as needed. Vendor or his/her agent shall tour the streets of Township to issue summonses to owners when possible, for licensed and unlicensed dogs and cats running at large. When called upon by the Township, vendor shall impound or attempt to impound any stray dog or cat. Adoption services for these animals shall be provided or the animal shall be humanely disposed of in accordance with New Jersey law. Vendor shall be responsible for bringing the animals to the designated animal shelter, for rabies quarantine and compliance with those procedures. Any services provided by the animal control officer or his/her agents to private owners shall not be paid for by the Township but shall be subject to an agreement between those parties.
- C. Provide the Township with animal control officer services when a potentially dangerous dog is identified in accordance with N.J.S.A. 4:19-20 et. seq.
- D. The vendor shall provide an animal shelter facility in full compliance with the laws governing animal shelter facilities in the State of New Jersey (N.J.A.C. 8:23A), including any regulations promulgated by the New Jersey Department of Health. Said animal shelter shall be designed to confine, receive, house and/or distribute animals seized within the Township's jurisdiction or other location with reasonable distance to the Township, and pursuant to all applicable laws. **Two (2) consecutive annual shelter inspection reports must be submitted with this proposal.**
- E. Vendors are encouraged to bid providing their own animal shelter for this service. However, Veterinarian facilities shall not be utilized as a source of sheltering animals.
- F. Vendors who are selected will ensure that they are in full compliance with laws governing animal shelter facilities in the State of New Jersey, including any regulations promulgated by the New Jersey Department of Health. The shelter shall be designed to confine,

receive, house and/or distribute animals seized within the Township's jurisdiction or reasonable distance to the Township, and pursuant to all applicable laws (N.J.A.C. 8:23A-1 *et. seq.*).

- G. The vendor and facility shall be available and open a minimum of four (4) hours per day, Monday through Friday, and a minimum of five (5) hours per day on Saturday, during normal business hours, during which times the animals may be reclaimed by the owners. The vendor shall establish written charges that may be incurred for claiming and/or quarantining animals. The **vendor shall provide a copy of those charges to the Township prior to contract award.** The owner shall be responsible for said charges, including applicable New Jersey Sales Tax, when reclaiming their animals. Hours shall be conspicuously posted at the facility and available to Township residents on an answering machine, answering service or website after-hours.
- H. The vendor shall provide to the Township a telephone number by which residents may contact the vendor when necessary, during normal business hours and with a means to leave a message or obtain information after hours such as on an answering machine, answering service or website.
- I. The vendor shall additionally provide the Township with a cellular telephone number, which will not be released to the public, by which the vendor may be reached either by Township personnel, Township Police, Humane Police and/or by authorized personnel.
- J. The vendor shall provide humane treatment to all animals in conformity with the rules and regulations established by the New Jersey Department of Health. Shelter shall hold all the Township's stray animals for at least seven (7) days from the date that the Animal Control Officer or other designated representative delivers such animal to the shelter or for at least such other time as may be required by law. Unclaimed stray animals shall be held for adoption only if the vendor determines that the animal is healthy and adoptable.
- K. The shelter shall hold all animals, whether stray or owned, delivered by the municipal Animal Control Officer and identified as "bite cases" for at least ten (10) days from the date on which the bite occurred, for any period specified by the New Jersey Department of Health or for at least such other time as otherwise required by law. The vendor will be compensated by the owner of said animal.
- L. The vendor shall immediately notify all owners of animals wearing a license or identification tag or that have license or locator micro-chips implanted and shall only allow reclamation of dogs by their owners when a current license is displayed.
- M. The vendor shall, upon presentation of proper identification, accept any animal from a Township resident. When such animals are certified as being owned, the shelter shall require, in writing, authorization for disposal of the animal from the person turning the animal in. A surrender fee may be charged. If the animal is certified as a stray or lost animal, shelter personnel shall enter it into the records in the same way as animals received from Township personnel and will submit a complete record of such animals to the Township.

- N. The vendor shall provide twenty-four (24) hour, seven day per week service, for injured animals in an emergency situation and/or to quarantine animals that have bitten and/or caused injuries to persons within the Township. Should an owner request the right to quarantine their own animal, they shall have the right unless a court order prevails and/or if the Animal Control Officer/ Humane Police Officer deem the situation unsafe. All quarantined animals shall be retained for the mandatory ten (10) day holding period.
- P. The shelter shall arrange for a veterinary care by a veterinarian to any injured/sick animal sufficient to stabilize said animal's condition and to alleviate pain and suffering and to prevent the spread of disease. The vendor shall submit all veterinary fees to the owner, if known.
- Q. The shelter shall have a veterinarian monitor the veterinary care and all other aspects of shelter operation affecting the health of the animal population of the shelter.
- R. If an animal is suspected of having a disease which may pose a risk to the animal population of the shelter or humans said animal may be refused.
- S. If an animal dies in route to the shelter, the Animal Control Officer shall place the animal in a body bag and complete the stray animal form. The shelter shall hold the body for at least 10 days unless otherwise provided by law or where the individual responsible for the animal is notified and wishes to identify or repossess said animal.
- T. The shelter shall be available during regular business hours for animals to be lawfully claimed by their rightful owners. Said hours shall be posted conspicuously at the facility and listed on its answering machine message/website for afterhours contact.
- U. The shelter shall provide twenty-four (24) hour, seven day per week access to the animal control officer to deliver stray animals and to the impoundment area for drop off.
- V. The shelter shall be available for inspection by municipal representatives during regular business hours and shall make all records, required by law to be maintained. The shelter shall make all records accessible upon demand as well.
- W. The vendor shall complete and maintain all required records and documentation and shall make them available for inspection by authorized Township personnel.
- X. The vendor shall confine or euthanize any stray animals exhibiting characteristics of rabies and when directed by the appropriate authorities shall behead the animal and prepare it for testing of the disease.
- Y. The vendor shall designate a contact person who shall handle all inquiries and concerns from the Township.
- Z. The vendor shall complete and submit an annual Shelter/Pound Survey relative to the Animal Population Control Program established pursuant to P.L. 1983, c 172. A copy of

the survey shall be submitted to the Township Clerk.

- AA. The vendor may charge the owner bringing in their own animals and shall not charge the Township.
- BB. Owners of animals running at large without the proper inoculations shall be wholly responsible for any diseases contracted before, during or after impoundment.
- CC. The shelter shall identify its annual cost for providing said service to the Township and shall outline ALL fee schedules, emergency call out rate, etc. with this proposal.
- DD. The shelter shall provide a monthly activity report to the Township with their monthly invoice which lists the date and times of service, source of animal, breed of animal and unique identifying features of the case to be able to link said animal and case to the Animal Control Officer's report.
- EE. Shelter shall identify any additional service that they are capable of and willing to provide to the Township, including but not limited to spay/neuter clinics, resident/owner education, printed and electronic resources, adoption services, etc.

MINIMUM QUALIFICATIONS

In order to fulfill the duties of Animal Control Officer and Shelter Services, it must be demonstrated to the satisfaction of the Township of Hillside that the potential vendor:

1. Possess current license issued by the State of New Jersey to be an animal control officer;
2. Possess current license issued by the State of New Jersey to operate an animal shelter;
3. Experience related to providing animal control officer services and animal shelter services for other municipalities;
4. At least four (4) references, three (3) of which must have knowledge of your service to public entities;
5. The organization's ability to provide the services in a timely fashion (including staffing, familiarity and location of key staff); and
6. Any other information which the interested organization deems relevant.

STATUTORY AND OTHER REQUIREMENTS

A. Mandatory Affirmative Action Certification

No firm may be issued a contract unless it complies with the affirmative action regulations of N.J.S.A. 10:5-32 et seq. (Pl. 1975, c.127).

1. Procurement, Professional and Service Contracts All successful vendors must submit, within seven days after the receipt of the notice of intent to award the contract or the receipt of the contract, one of the following:
 - a. A photocopy of a valid letter for an approved Federal Affirmative Action Plan (good for one year from the date of the letter), or
 - b. A photocopy of an approved Certificate of Employee Information Report, or
 - c. If the vendor has none of the above, the public agency is required to provide the vendor with an initial Affirmative Action Employee Information Report (AA-302).

B. Stockholder Disclosure

Chapter 33 of the Public Laws of 1977 provides that no corporation or partnership shall be awarded any contract for the performance of any work or the furnishing of any materials or supplies, unless, prior to the receipt of the proposal or accompanying the proposal of said corporation or partnership, there is submitted a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own ten percent or more of its stock of any class, or of all individual partners in the partnership who own a ten percent or greater interest therein. Form of Statement is enclosed and shall be completed and returned with proposal.

C. Non-Collusion Affidavit

The Non-Collusion Affidavit, which is enclosed with this RFP, shall be properly executed and submitted with the proposal.

D. New Jersey Business Registration Requirements Non-Construction Contracts

NJSA 52:32-44 requires that each vendor submit proof of business registration with the RFP package. Proof of registration shall be a copy of the Business Registration Certificate (BRC). A BRC is obtained from the New Jersey Division of Revenue on-line at www.nj.gov/njbgs or by phone at 609-292-1730.

The Township reserves the right to reject any or all 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 obligation of the RFP and to complete the work contemplated therein. The owner reserves the right to waive any minor informality in the RFP.

Notice of Award

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

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 county employment goals established in accordance with N.J.A.C. 17:27-5.2.

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

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

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

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

1. Letter of Federal Affirmative Action Plan
2. Approval Certificate of Employee Information Report
3. 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.)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance 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 Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27**.

TOWNSHIP OF HILLSIDE

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

The CONTRACTOR and the TOWNSHIP OF HILLSIDE (herein referred to as the Township) do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the TOWNSHIP 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 TOWNSHIP in any action or administrative proceeding commenced pursuant to this Act. The CONTRACTOR shall indemnify, protect, and save harmless the TOWNSHIP, 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 TOWNSHIP'S grievance procedure, the CONTRACTOR agrees to abide by any decision of the TOWNSHIP, which is rendered pursuant to, said grievance procedure. If any action or administrative proceeding results in an award of damages against the TOWNSHIP or if the TOWNSHIP 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 TOWNSHIP 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 TOWNSHIP or any of its agents, servants, and employees, the TOWNSHIP shall expeditiously forward or have forwarded to the CONTRACTOR every demand, complaint, notice, summons, pleading, or other process received by the TOWNSHIP or its representatives.

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

It is further agreed and understood that the TOWNSHIP 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 TOWNSHIP from taking any other actions available to it under any other provisions of this Agreement or otherwise at law.

TOWNSHIP OF HILLSIDE

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

The Township of Hillside is seeking sealed submissions in response to a Public Notice for the Solicitation of a Professional Service Contracts.

The standardized submission requirements shall include:

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

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

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

Please Note this Additional Requirement:

Professional services entities shall submit **one (1) original (clearly mark the original copy), one (1) unbound copy** of their sealed submission and **one (1) copy on CD in pdf format**, on the date of the public opening and reading.

TOWNSHIP OF HILLSIDE

CHECKLIST

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

- 1. Non-Collusion Affidavit _____
- 2. Disclosure of Ownership Form _____
- 3. Insurance Requirement Acknowledgement Form _____
- 4. Mandatory Equal Employment Opportunity Notice Acknowledgement _____
- 5. Copy of your ***Business Registration Certificate*** as issued by the State of New Jersey, Department of Treasury, Division of Revenue (Strongly suggested that this be submitted with submission) _____
- 6. Professional Service Entity Information Form _____
- 7. Submission Form _____
- 8. Acknowledgement of Corrections, Additions or Deletions Form _____
- 9. Acknowledgement of Receipt of Addenda _____
- 10. Vendor Documentation Retention _____
- 11. Disclosure of Investment Activities in Iran _____

Reminder

Please submit one (1) original, one (1) unbound copy of your proposal, one (1) copy on CD in pdf format and all required documents, in A SEALED ENVELOPE labeled with your name & the title of submission.

TOWNSHIP OF HILLSIDE

NON-COLLUSION AFFIDAVIT

State of New Jersey

County of _____ ss:

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

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

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

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

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

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

(Name of Business Entity)

Subscribed and sworn before me this day _____ of _____ 20_____.

Signature

(Type or print name under signature)

Notary public of
My Commission expires _____

(Seal)

TOWNSHIP OF HILLSIDE

DISCLOSURE OF OWNERSHIP FORM

N.J.S.A. 52:25-24.2 reads in part that “no corporation or partnership shall be awarded any contract by the State, County, Municipality or School District, or any subsidiary or agency thereof, unless prior to the receipt of the submission of the corporation or partnership, there is provided to the public contracting unit a statement setting forth the names and addresses of all individual who own 10% or more of the stock or interest in the corporation or partnership”.

1. If the professional service entity is a *partnership*, then the statement shall set forth the names and addresses of all partners who own a 10% or greater interest in the partnership.
2. If the professional service entity is a *corporation*, then the statement shall set forth the names and addresses of all stockholders in the corporation who own 10% or more of its stock of any class.
3. If a corporation owns all or part of the stock of the corporation or partnership providing the submission, then the statement shall include a list of the stockholders who own 10% or more of the stock of any class of that corporation.
4. If the professional service entity is other than a corporation or partnership, the contractor shall indicate the form of corporate ownership as listed below

COMPLETE ONE OF THE FOLLOWING STATEMENTS:

I. Stockholders or Partners owning 10% or more of the company providing the submission:

NAME: ADDRESS:

SIGNATURE: _____ DATE: _____

II. No Stockholder or Partner owns 10% or more of the company providing this submission:

SIGNATURE: _____ DATE: _____

III. Submission is being provided by an individual who operates as a sole proprietorship:

SIGNATURE: _____ DATE: _____

IV. Submission is being provided by a corporation or partnership that operates as a (check one of the following):

_____ Limited Partnership _____ Limited Liability Corporation

_____ Limited Liability Partnership _____ Subchapter S Corporation

SIGNATURE: _____ DATE: _____

TOWNSHIP OF HILLSIDE

INSURANCE REQUIREMENTS AND ACKNOWLEDGEMENT FORM

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

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

A. Commercial General Liability (CGL)

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

B. Automobile Liability

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

C. Commercial Umbrella

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

D. Workers Compensation and Employers Liability

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

E. Professional Liability Insurance

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

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

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

G. Certificates of Insurance

Professional Service Entity shall provide the Owner, prior to commencement of work, valid Certificates of Insurance, and all applicable additional insured endorsements, verifying that the foregoing insurance requirements have been met. Professional Service Entity understands the terms of this Insurance Requirements agreement and acknowledges that it is part of any contract or as a standalone Insurance Requirements Agreement.

Acknowledgement of Insurance Requirement:

(Signature)

(Date)

(Printed Name and Title)

TOWNSHIP OF HILLSIDE

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY NOTICE
(N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq.)

GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS

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

The successful professional service entity shall submit to the Township of Hillside, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

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

OR

(b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-1.1 et seq.;

OR

(c) A photocopy of an Employee Information Report (Form AA302) provided by the Division of Contract Compliance and distributed to the Township of Hillside to be completed by the vendor in accordance with N.J.A.C. 17:27-1.1 et seq.

The successful professional service entity may obtain the Employee Information Report (AA302) from the Township of Hillside during normal business hours.

The successful professional service entities must submit the white and canary copies of the AA302 (Employee Information Report) to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The pink *Public Agency* copy is submitted to the Township of Hillside, and the gold *Vendor* copy is retained by the professional service entity.

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

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

COMPANY: _____

SIGNATURE: _____ PRINT NAME: _____

TITLE: _____ DATE: _____

SAMPLE CERTIFICATE OF EMPLOYEE INFORMATION REPORT

SAMPLE CERTIFICATE OF EMPLOYEE INFORMATION REPORT

Certification _____

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

This is to certify that the information reported herein is true and correct as of the date of this report. This approval will remain in effect for the period of _____

VOID

VOID  

State Treasurer

BUSINESS REGISTRATION CERTIFICATE

ATTENTION ALL PROFESSIONAL SERVICE ENTITIES

On June 29, 2004, Governor McGreevey signed P.L. 2004, c.57, Business Registration of Contractors with Government Agencies, into law. Effective September 1, 2004, all business organizations that do business with a local contracting agency (i.e. Township of Howell) are required to be registered with the State of New Jersey, Department of Treasury, Division of Revenue, and provide proof of that registration to the contracting agency before the contracting agency may enter into a contract with the business.

A "Business Organization" means an individual, partnership, association, joint stock company, trust, corporation or other legal business entity or successor thereof.

Further information may be obtained by visiting the following web site at the State of New Jersey: www.nj.gov/treasury/revenue/busregcert.htm

Goods & Services Contracts (including 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) 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 were 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.

The Township of Hillside strongly suggests that a copy of the Business Registration Certificate issued by the NJ Department of Treasury, Division of Revenue, be provided at the time of submission.

SAMPLE BUSINESS REGISTRATION CERTIFICATE

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE FOR STATE AGENCY AND CASINO SERVICE CONTRACTOR		DEPARTMENT OF TREASURY DIVISION OF REVENUE TRENTON, NJ 08646-0001
TAXPAYER NAME: TAX REGISTRATION TEST ACCOUNT	TRADE NAME: CLIENT REGISTRATION	
TAXPAYER IDENTIFICATION: 970-087-362/000	SEQUENCE NUMBER: 090707	
ADDRESS: 847 ROEBLING AVE TRENTON, NJ 08611	ISSUANCE DATE: 07/14/04	
EFFECTIVE DATE: 06/01/04		
FORM BRC(08-01)	<small>This Certificate is NOT negotiable or transferable. It must be surrendered to the issuer at 60 days.</small>	

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE	
Taxpayer Name:	TAX REG TEST ACCOUNT
Trade Name:	
Address:	847 ROEBLING AVE TRENTON, NJ 08611
Certificate Number:	1092907
Date of Issuance:	October 14, 2004
For Office Use Only:	
20041014112823533	

TOWNSHIP OF HILLSIDE

PROFESSIONAL SERVICE ENTITY INFORMATION FORM

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

Name: _____

Address: _____

Telephone No.: _____ Social Security No.: _____

Fax No.: _____ E-Mail: _____

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

Trading As: _____ Telephone No.: _____

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

Name of Partners: _____

Firm Name: _____

Address: _____

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

Fax No.: _____ E-Mail: _____

Social Security Nos.: _____

Signature of authorized agent: _____

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

State under whose laws incorporated: _____

Location of principal office: _____

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

Fax No.: _____ E-Mail: _____

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

Telephone No.: _____ Name of Corporation: _____

Signature By: _____ Title: _____

Address: _____

TOWNSHIP OF HILLSIDE

ACKNOWLEDGEMENT OF CORRECTIONS, ADDITIONS AND DELETIONS FORM

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

(Signature)

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

(Date)

TOWNSHIP OF HILLSIDE

ACKNOWLEDGEMENT OF ADDENDA POSTED ON WEBSITE

www.hillsidenj.us

The undersigned respondent hereby acknowledges that they are aware of the following Addenda which have been posted on the Township of Hillside’s website:

Addendum Number:

Dated:

Signed: _____

Title: _____

Printed Name: _____

Date: _____

Company: _____

Signature required ONLY in the case of any addenda actually being issued for this RFP

VENDOR DOCUMENTATION RETENSION

N.J.A.C. 17:44-2.2

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

Signature: _____

Print Name: _____

Title: _____

Date: _____

TOWNSHIP OF HILLSIDE

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Contract Number: _____ Bidder/Proposer: _____

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that the person or entity, or one of the person or entity's parents, subsidiaries, or affiliates, is not identified on a list created and maintained by the New Jersey Department of the Treasury as a person or entity engaging in investment activities in Iran. If the Township of Hillside finds a person or entity to be in violation of the principles which are the subject of this law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the person or entity.

I certify, pursuant to Public Law 2012, c. 25, that the person or entity listed above for which I am authorized to submit a bid/proposal:

- is not providing goods or services of \$20,000,000 or more in the energy sector of Iran, including a person or entity that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran,
AND
- is not a financial institution that extends \$20,000,000 or more in credit to another person or entity, for 45 days or more, if that person or entity will use the credit to provide goods or services in the energy sector in Iran.

In the event that a person or entity is unable to make the above certification because it or one of its parents, subsidiaries, or affiliates has engaged in the above-referenced activities, a detailed, accurate and precise description of the activities must be provided in part 2 below to the Township of Hillside under penalty of perjury. Failure to provide such will result in the bid/proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

You must provide a detailed, accurate and precise description of the activities of the proposer, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

Name: _____ Relationship to Proposer: _____

Description of Activities: _____

Duration of Engagement: _____ Anticipated Cessation Date: _____

Proposer Contact Name: _____ Contact Phone Number: _____

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto 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 State of New Jersey and the Township of Hillside are relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State and the Township of Hillside in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the State of New Jersey and the Township of Hillside and that the State and the Township of Hillside at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (print): _____ Signature: _____

Title: _____ Date: _____