TOWNSHIP OF WEST CALDWELL
Essex County, New Jersey

REQUEST FOR PROPOSALS

PROFESSIONAL SERVICES
PLANNER FOR
TOWNSHIP, PLANNING BOARD AND
BOARD OF ADJUSTMENT FOR 2027

OPENING DATE – TUESDAY, DECEMBER 1, 2026
OPENING TIME – 10:00 AM

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NOTICE TO BIDDERS

The Township of West Caldwell is soliciting proposals through a fair and open process in accordance with N.J.S.A 19:44A-20.4 et seq.

The Applicant will designate a specific individual(s) to work with the Township of West Caldwell and provide resumes for both the individual and Principals of the Business Entity.

PROJECT DESCRIPTION

Sealed RFP responses will be received by the Township Administrator on December 1, 2026 at 10:00 A.M. local prevailing time in the Administrator's office at the Municipal Building, 30 Clinton Road, West Caldwell, NJ 07006, at which time and place responses will be opened for:

PROFESSIONAL PLANNING SERVICES 2027

- Township Planner
- Board of Adjustment Planner
- Planning Board Planner

Proposals must be submitted as one (1) original, clearly marked as "original" on the proposal forms contained in the RFP package and one (1) complete copy in an electronic format (CD/DVD/USB).

Proposals must be in a sealed envelope, bearing the name and address of the bidder **and** the name of the project. This information must be on the **outside** of the envelope and addressed to Nikole H. Baltycki, Township Administrator. In the following format:

RFP Title:
PLANNER FOR
TOWNSHIP, PLANNING BOARD AND
BOARD OF ADJUSTMENT FOR 2027

If the proposal is sent by overnight or express mail, the above designation SHALL also appear on the outside of the courier company envelope.

Any proposal received not complying with these requirements SHALL not be opened and returned to sender marked "Unresponsive".

Qualification documents and instructions to applicants may be obtained via the Township Website: www.westcaldwell.com. It is the bidder's responsibility to check the website regularly for possible addenda.

Applicants shall comply with the requirements of P.L. 1975, C127, and N.J.A.C. 17:27et seq.

Nikole H. Baltycki
Township Administrator

PROPOSAL FORM

The undersigned declares that they have read the included Notice, Instructions, Affidavits and Scope of Work, that they have determined the conditions affecting the proposal are acceptable and agrees, if this proposal is accepted, to furnish and deliver services per their attached schedule of fees.

Please provide the name and address of Submitting Firm, Individual or Entity:

_____

_____

_____

NOTE: In responding to these questions, you may attach additional sheets as necessary. Please be sure to CLEARLY reference all additional sheets or relevant attachments under the appropriate question or area. Material not clearly referenced will not be considered.

1. Is your firm willing and able to perform the scope of services set forth in the Notice of Solicitation for Professional Services and the Solicitation Package for the above Professional Service / Title?

   ☐ Yes ☐ No

2. If the answer to question 1 is "No", then please explain any exceptions, clarifications, or limitations to the scope of services that your firm is willing and able to provide?

   _____

   _____

   _____

3. Please provide an organizational chart the names and roles of the individuals, percent of workload assigned of who will perform the services. Provide professional resumes of all individuals performing the services.

   _____

   _____

   _____

   _____

   _____

   _____

4. Please attach a compensation chart for the respective individuals anticipated in providing these professional services.

5. Provide a list of municipal client references (minimum of 5).

6. Please provide references who can be contacted to substantiate the above noted experience or record of success for the same or similar service.

7. Please provide a list of your current municipal or public clients as well as past municipal clients.

8. Please describe your (the firm's) ability to provide the services in a timely fashion (including staffing, familiarity and location of key staff, availability and/or ownership of key resources). If appropriate, a description of technical process and equipment available to the organization and used in performing the task(s) within the scope of work may be provided.

9. Please disclose any conflicts of interest you have or reasonably anticipate having with respect to your firm's past, current or pending representation of clients or entities who are engaged in litigation or disputes with the Township of West Caldwell or its associated entities or who are appearing before or making application to its Boards or Agencies. If none, state "none."

10. Please provide a breakdown of costs for service (cost details), including the hourly rates of each of the individuals who will be performing services and a schedule of costs for reimbursable expenses and/or a budgeted amount for reimbursable expenses. Please refer to "reimbursable items".

_____

_____

_____

_____

_____

11. In completing and submitting this form the submitting firm, individual or entity acknowledges that it has received and read the following which were provided with the submission materials:

- The Notice of Solicitation for Professional Services, pertaining to the Professional Title/Service which is the subject of this submission
- The "Title/ Service Description and Minimum Requirements" pertaining to the above Professional Title/Service and any supplemental addendum
- The "General Instructions, Submission and Selection Criteria"
- The "General Contract Requirements" and Exhibits

I certify that I am an authorized representative of the firm or business named below and offer on behalf of the firm to provide the professional services set forth herein in accordance with this submission form and the terms of the solicitation and submission materials noted above.

I further certify that the information contained in and attached to this submission is true to the best of my knowledge and belief, with the understanding that it will be relied upon as such by the public entity to which it is being submitted.

Company	Federal I.D. # or Social Security #
Address	
Authorized Agent (Print Name)	Title of Authorized Agent
Telephone Number	Email Address
Fax Number	

Print Name	Signature

Sworn and subscribed to before me on

this _____ day of

_____, 20____

Signature of Notary

Notary seal

Notary Print Name

SEALED RESPONSES

BE ADVISED THAT absent an express written notice to the contrary in the detailed requirements, all proposals shall:

1. Be submitted on the provided "Proposal Form" AND

2. Include all ancillary forms included within this Request for Proposals including:
    a. The "Proposal Form" signed and dated by the provider, clearly referencing any additional sheets or attachments (such as a submission letter, provider service or experience description, and/or fee schedule).
    b. A signed and notarized "Non-Collusion Affidavit."
    c. A signed "Disclosure of Ownership form".
    d. All other forms as indicated in the "Checklist of Required Documents"

3. Require a copy of the vendor's current "NJ Business Registration Certificate". Information on this certificate can be obtained on the web at "http://www.state.nj.us/treasury/revenue/busregcert.htm".

4. Requires such other documents and materials as may be appropriate to show the qualifications and experience of the provider or to meet the requirements of this submission.

SUBMISSION DEADLINE AND PUBLIC READING

Sealed responses must be received in the Township of West Caldwell in the office of the Township Administrator, Attn: Township Administrator, 30 Clinton Road, West Caldwell, NJ 07006 on or before the date and time ("due date" set forth in this notice - also referred to as the "submission deadline"). The Township of West Caldwell Township Administrator and/or his designated representative will receive submissions up to the submission deadline noted in the Notice to Bidders and will immediately thereafter publicly open all submissions received in the meeting room of the Township of West Caldwell Municipal Building, where and at which time submissions will be read aloud and otherwise be available for public scrutiny.

The Township of West Caldwell reserves the right to extend the submission deadline at any time prior to opening of the sealed submissions, to reject all submissions without the need for cause or prior notice, to reject particular submissions due to defects in mandatory items, to waive non-mandatory items and to accept any submissions that in their judgment will be in the best interest of the Township of West Caldwell.

APPLICANT TERMS AND CONDITIONS

Proposals will be evaluated by the Township Council, Township Staff and Township Professionals, and/or sub-committees of the Township of West Caldwell on the basis of the most advantageous, price and other factors considered but not limited to the following:

- Knowledge of the administrative structure of the Township of West Caldwell and subject matter to be addressed under the contract.
- Individual designated by the applicant and approved by Township is required to attend all regular scheduled meetings as directed by the Township of West Caldwell. If the

designated individual is unable to attend they must notify the Township in advance and have the individual to attend the meeting approved by Township of West Caldwell.

- Applicant must respond to Township inquiries within 24 hours.
- Applicant must be available to accommodate any Special meetings as required by the Township.
- Applicant will provide written proposals for specific projects as required by Township.

Applicant must provide a compensation schedule; an example is provided below. There shall be one base rate for each personnel listed in the schedule and that base rate shall include all operating and overhead costs in providing the professional service to the Township with the exception of litigation. Litigation shall be defined as actual appearance in a court, all other work relating to any court appearance on behalf of the Township shall be billed at the base rate. The hours for a meeting attendance shall be billed at minimum of one hour, and at .10 hours thereafter. Travel time (portal to portal) is to be considered as overhead to the firm and accordingly the hours billed shall exclude any travel time. The hourly base rate and the litigation rate shall not exceed the following:

Position	Base Rate	Litigation Rate
Designated Planner		
Associate Planner		
Support Staff		

Designated Planner shall be considered the planner which is assigned to represent the Planning Board, Board of Adjustment and/or Township Council.

Other factors that may reasonably impact the Township during the proposal year.

REIMBURSABLE ITEMS

Acceptable Reimbursable Items

- Postage
- Copy charges shall not exceed following rates.

Size	**Black and White**	**Color**
8 ½ X 11	$ 0.10 per page	$0.35 per page
8 ½ X 14	$ 0.25 per page	$0.55 per page
11” X 17”	$ 0.30 per sheet	$3.25 per sheet
24” X 36”	$ 2.75 per sheet	$4.50 per sheet
30” X 42”	$ 3.75 per sheet	$6.75 per sheet
36” X 48”	$ 5.00 per sheet	$9.50 per sheet
Scans	$12.50 any size	
CD’s	$15.00 each	

Not Acceptable Reimbursable Items

- The Township shall not pay for travel time in the form of hours billed, mileage, car rentals, or commuting expenses.
- The Township will not pay for telephone, fax, etc.
- All site visits and meetings with persons not employed by the Applicant, other than meetings with the Township Council and/or any other Township Board, Commission, or other Township agency or instrumentality, unless approved in writing, in advance by the Township.
- Work by more than one billing employee on a matter must be approved in advance by the Township.

CHECK LIST OF REQUIRED DOCUMENTS

Failure to provide the following items, as checked, ***SHALL*** result in your bid being disqualified. These are ***MANDATORY*** requirements of this bid package:

		Initials
Checklist of Required Documents, signed below	✓	
RFP Proposal Form	✓	
Hard copy of RFP proposal on the proposal forms contained in bid package with supporting documentation	✓	
Hard copy of Applicant and Designated Individual Resumes with supporting documentation	✓	
Pay to Play Advisory (Disclosure Requirement)	✓	
Acknowledgement of Addenda (as applicable)	✓	
Affirmative Action Certification	✓	
Equal Employment Opportunity	✓	
Americans With Disabilities Act	✓	
Disclosure of Ownership	✓	
Responsible Bidder Certification	✓	
False Statement Penalties Certification	✓	
Affidavit of Non-Collusion	✓	
Disclosure of Investment Activities in Iran	✓	

Failure to provide the following items, as checked, MAY result in your bid being disqualified or a request for clarification issued.

		Initials
Electronic copy of RFP proposal on the proposal forms contained in bid package and supporting documentation formatted in PDF	✓	
Electronic copy of Applicant and Designated Individual Resumes with supporting documentation	✓	
Responsible Bidder Checklist	✓	
Taxpayer Identification (W-9)	✓	
Responsibility Acknowledgement (Post Contract Award)	✓	

Prior to award of the contract the following items, as checked, shall be required:

		Initials
Business Registration Certificate	✓	

After award of the contract THE following items, as checked, shall be required:

		Initials
Signed Contracts	✓	
Certificate of Insurance for the length of the contract	✓	

EACH REQUIRED ITEM MUST BE INITIALED ON THIS FORM IN THE SPACE PROVIDED. THIS CHECKLIST MUST BE SIGNED AND SUBMITTED WITH THE RFP PACKAGE.

COMPANY / BIDDER'S NAME	AUTHORIZED SIGNATURE
DATE	NAME (PRINT) TITLE

PAY TO PLAY ADVISORY
Disclosure Requirement
(N.J.S.A. 19:44A – 20.27)

Any business entity that has received $50,000 or more in contracts from government entities in a calendar year will be required to file an annual disclosure report with ELEC.

The report will include certain contributions and contract information for the current calendar year.

At a minimum, a list of all business entities that file an annual disclosure report will be listed on ELEC's website at www.elec.state.nj.us.

If you have any questions, please contact ELEC at:
1-888-313-ELEC (toll free in NJ) or
609-292-8700

An analyst from ELEC's Special Programs Section will assist you.

Initials _____

ACKNOWLEDGEMENT OF ADDENDA

Receipt of Changes to Bid Documents Form

Pursuant to N.J.S.A. 40A:11-23.1a, the undersigned hereby acknowledges receipt of the following notices, revisions, or addenda to the RFP advertisement, specifications or RFP documents. By indicating date of receipt, applicant acknowledges the submitted RFP takes into account the provisions of the notice, revision or addendum. Note that the local unit's record of notice to applicants shall take precedence and that failure to include provisions of changes in a RFP may be subject for rejection of the proposal.

Addendum Number	How Received (mail, fax, pick-up, etc.)	Date Received

Company/Applicant: _____

By Authorized Representative: _____

Signature: _____

Printed Name and Title: _____

Date: _____

AFFIRMATIVE ACTION CERTIFICATION

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

The successful applicant shall submit to the public agency, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

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

OR

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

OR

(c) A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the Professional in accordance with N.J.A.C. 17:27-4.

The successful applicant may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours.

The successful applicant(s) must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the applicant copy is retained by the applicant.

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

_____
Applicant/Firm's Name

_____
Authorized Signature

_____
Print Name

_____
Title

_____
Telephone

(REVISED 4/10)

EQUAL EMPLOYMENT OPPORTUNITY
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, 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 sub-Contractor, 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 sub-Contractor 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 sub-Contractor, 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 sub-Contractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. l7:27-5.2.

Initials _____

The Contractor or sub-Contractor 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 sub-Contractor 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 sub-Contractor 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)

The Contractor and its sub-Contractors 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.

Initials _____

AMERICANS WITH DISABILITIES ACT
Equal Opportunity for Individuals with Disabilities

The Contractor and the Township of West Caldwell do hereby agree that the provision of Title II of the Americans With Disabilities Act of 1990 (the "ADA") (42 U.S.C. Section 12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereunto, are made a part of this contract. In providing any aid, benefit or service on behalf of the Township pursuant to this contract, the Contractor agrees that the performance shall be in strict compliance with the ADA. In the event that the Contractor, its agents, servants, employees or subcontractors violate or are alleged to have violated the ADA during the performance of this contract, the Contractor shall defend the Township in any action or administrative proceeding commenced pursuant to this ADA. 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 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 ADA 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 by law.

Initials _____

DISCLOSURE OF OWNERSHIP
N.J.S.A. 52:25-24.2

Failure to submit the required information is cause for automatic rejection.

CHECK ONE

☐ I certify that the list below contains the names and addresses of all owners who own an interest of 10% or more in the Applicant.

☐ I certify that no one owner owns an interest of 10% or more in the Applicant.

LEGAL NAME OF APPLICANT: _____

Check which business entity applies:

☐ Limited Partnership ☐ Corporation (for-profit) ☐ Limited Liability Company

☐ Limited Liability Partnership ☐ Corporation(non-profit) ☐ Sole Proprietorship

☐ Partnership ☐ Other _____

Complete if the Applicant is a for-profit or non-profit corporation:

Date Incorporated: _____ Where Incorporated: _____

BUSINESS ADDRESS:

_____
Street Address Township State Zip

_____
Telephone # Fax#

Listed below are the names and addresses of all owners who own an interest of 10% or more in the Applicant. Disclosure shall be continued until the names and addresses of every owner exceeding the 10% ownership criteria established in N.J.S.A. 52:25-24.2 has been listed. (Not to be completed by non-profit corporations.)

_____
Name Address Shared (%) Owned

_____
Name Address Shared (%) Owned

CONTINUED ON ADDITIONAL SHEET (IF NECESSARY): YES ☐ NO ☐

_____ _____
Company / Bidder's Name Authorized Signature

_____ _____
Date Name (print) Title

RESPONSIBLE BIDDER CERTIFICATION

A copy of this certification must be included with the Bid and must be fully completed, signed by at least one general partner, owner, or officer authorized to legally obligate the Applicant and notarized.

The Bidder recognizes that the information submitted in the questionnaire herein is for the express purpose of inducing the Township to award a contract to the Bidder. The Bidder has read and understands the requirements of this Bid and has read and understands the instructions for completing the Bid. The Bidder acknowledges that he/she is duly authorized to provide the information contained in this Bid and that answering the questions in this bid is entirely within his/her control.

DECLARATION

I, _____ am the
(print name)

_____ of Applicant.
(title)

I certify that I have read and understood the questions contained in the attached bid, and that to the best of my knowledge and belief all information contained herein and submitted concurrently or in supplemental documents with this bid is complete, current, and true. I further acknowledge that any false, deceptive, or fraudulent statements on the bid may result in non-award of contract. I authorize the Township to contact any entity named herein, or any other internal or outside resource, for the purpose of verifying information provided in the questionnaire or to develop other information deemed relevant by the Township.

_____ _____
Print Name Signature

Sworn and subscribed to before me on

this _____ day of _____
Signature of Notary

_____, 20____

Notary seal _____
Notary Print Name

FALSE STATEMENT PENALTIES CERTIFICATION
N.J.S.A. 40A:11-34

Any person who makes or causes to be made, a false, deceptive or fraudulent statement in the statement or answers in response to the questionnaire, or in the course of any hearing hereunder, shall be guilty of a misdemeanor, and upon conviction shall be punishable by a fine of not less than $100.00 nor more than $1,000.00, and shall be permanently disqualified from bidding on all public work or contracts of the contracting unit which submitted the questionnaire; or, in the case of an individual or an officer or employee charged with the duty of responding to the questionnaire for a person, firm, co-partnership, association or corporation, by such fine or by imprisonment, not exceeding 6 months, or both.

_____ _____

Print Name

Signature of Preparer or
Officer of the Applicant

Sworn and subscribed to before me on

this _____ day of

_____, 20____

_____

Signature of Notary

Notary seal

_____

Notary Print Name

AFFIDAVIT OF NON-COLLUSION

The undersigned, being duly sworn according to law, deposes and says:

1. I reside at _____

   _____

2. The name of the within applicant is _____

   _____

3. I execute the said RFP on behalf of the applicant with full authority to do so.

4. The applicant has not directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of fair and open process in connection with the contract.

5. All statements contained in the Qualification Statement and RFP and in this Affidavit are true and correct and were made with the full knowledge that the Township of West Caldwell, County of Somerset, its officers and employees, rely on the truth of the statements therein made in awarding the above-named contract.

6. I further warrant that no person or selling agency has been employed or retained to solicit or service such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bonafide employees of or bonafide established commercial selling agencies maintained by the applicant.

_____ _____

Print Name Signature

Sworn and subscribed to before me on

this _____ day of

_____, 20____ _____

Signature of Notary

_____

Notary Print Name

Notary seal

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

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 Department of the Treasury as a person or entity engaging in investment activities in Iran. If the Director 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 for which I am authorized to bid/renew:

Bidder/Offeror: _____

☐ 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 Division of Purchase under penalty of perjury. Failure to provide such will result in the 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, accurate and precise description of the activities of the bidding person/entity, 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 Bidder/Offeror: _____

Description of Activities: _____

Duration of Engagement: _____ Anticipated Cessation Date: _____

Bidder/Offeror 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 Township of West Caldwell is 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 Township to notify the Township in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, 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 Township of West Caldwell, New Jersey and that the Township at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): _____ Signature: _____

Title: _____ Date: _____

RESPONSIBLE BIDDER'S CHECKLIST

The following are screening statements which shall be used to determine whether or not a prospective applicant is responsible to enter into a contract with the Township of West Caldwell.

Refusal to answer or omission of response to any question in this checklist shall be considered a fatal flaw and shall result in disqualification of the Bidder.

A YES answer to any statement below shall require the bidder to explain that answer to the Township Council prior to award of contract.

1.	In the last five (5) years, has your firm, or any key Person in your firm, been convicted of a crime involving the awarding of a government contract (local, state or federal), or the bidding or performance of a government contract?	☐ Yes	☐ No
2.	In the last five (5) years, has your firm, or any key Person in your firm, been "defaulted" or "terminated" by an owner (other than for convenience of the owner) or has your insurance had a claim placed against it?	☐ Yes	☐ No
3.	At the time of submitting this bid form, is your firm or any key Person in your firm, ineligible to bid on or be awarded any public contract, or perform as a sub-contractor on a public contract?	☐ Yes	☐ No
4.	Has your firm, or any key Person in your firm, ever been found guilty in a criminal action, for making any false claim or material misrepresentation to any public agency or entity?	☐ Yes	☐ No
5.	In the last ten (10) years, has your firm, or any key Person in your firm, ever been convicted of a crime involving any federal, state or local contracts?	☐ Yes	☐ No
6.	In the last 10 years have your or your firm been held as a defendant by a government entity for failure to perform services	☐ Yes	☐ No

TAXPAYER IDENTIFICATION

Form **W-9**
(Rev. October 2007)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ .....
☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

or

Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here **Signature of U.S. person ▶** **Date ▶**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

RESPONSIBILITY ACKNOWLEDGEMENT
POST CONTRACT AWARD

The undersigned hereby acknowledges that the following documents must be submitted to the Township within 10 days after receiving a Notice to Award by the Township on the above-named project.

Certification of Insurance

- In accordance with Township requirements of "Insurance"

Signed Contracts

- In accordance with Township requirements of "Notification of Award"

Initial Project Workforce Report

- In accordance with Township requirements of "Required Affirmative Action Evidence"

Company/Bidder: _____

By Authorized Representative: _____

Signature: _____

Printed Name and Title: _____

Date: _____

GENERAL INFORMATION FOR APPLICANTS

RECEIPT OF PROPOSAL

1. Qualifications shall be received in accordance with public advertisement as required by law, a copy of said notice being attached hereto and made a part of these specifications.
2. Each proposal shall be submitted on the proposal forms attached, in a sealed envelope addressed to the Township Administrator bearing the name and address of the applicant on the outside, and clearly marked "REQUEST FOR PROPOSAL" with the name of the item(s) and contract number being proposed.
3. It is the Applicant's responsibility to see that the proposal is presented to the Township Administrator at the time and place designated. Proposals may be hand delivered or mailed; however, it is applicant's responsibility for the delivery of the proposal.
4. **The Applicant is required to submit one (1) hard copy and one (1) electronic copy in PDF format on a readable CD of their proposal and the resumes of the designated individual(s) and principles of the business entity at the time of submission.**

PROPOSAL FORM

Proposals must be submitted on the forms included in the RFP package. All blank spaces must be filled in. All proposals shall be typewritten or written in ink on the forms. Unit prices and totals must be inserted in the space provided. Insert "N/A" in the blanks if "not applicable". Proposals showing any erasure, alteration or interlineations must be initialed by the applicant in ink. Failure to comply may be cause for rejection of the proposal. Where discrepancies occur between the unit price and the extension, the unit price will prevail.

SIGNATURE ON PROPOSAL FORM

If the applicant is an individual, the proposal must be signed by the individual. If the applicant is not an individual, the proposal must be signed by a person authorized to sign on behalf of the applicant.

QUESTIONS/CHALLENGES

Should any applicant be in doubt as to the intent of this Request for Proposal, they should immediately notify the Township Administrator, *in writing,* who will then send written addenda to all applicants covering the point in question. Applicants may not rely on oral responses to inquiries. In order to comply with statutory notice requirements, all challenges must be received by the Township Administrator no later than three (3) business days prior to the proposal opening date. Challenges files after that time shall be considered void and having no impact on the contracting unit or the award of the contract.

INTERPRETATIONS AND ADDENDA

1. The applicant is responsible for understanding all of the proposal documents that have been provided by the Township.
2. Applicants are expected to examine the specifications and related documents with care and observe all their requirements. Ambiguities, errors or omissions noted by applicants should be promptly reported in writing to the Township Administrator. If the applicant fails to notify the Township of such ambiguities, errors or omissions, the applicant shall be bound by the proposal.
3. No oral interpretation of the meaning of the Request for Proposal will be made to any applicant. Every request for an interpretation shall be in writing, addressed to the Township Administrator. In order to be given consideration, written requests for interpretation must be received at least ten (10) days prior to the date fixed for the opening 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 statute. 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.

REJECTION OF PROPOSAL

The Township reserves the right to reject bids and to waive any minor informality in any bid should it be deemed in the best interest of the Township to do so in accordance with N.J.S.A. 40A:11-13.2. Bids shall be rejected in accordance with the Checklist of Required Documents.

PROCEDURES ON AWARD OF CONTRACT

The Bidder, by submitting a proposal, consents in accordance with N.J.S.A. 40A:11-24, which provides in part that "any applicant who consent thereto may, at the request of the contracting unit, have their proposal held for consideration for such longer period as may be agreed." All prospective applicants are advised of this schedule since all proposals must be firm when proposed and must remain so until the respective reorganization meeting of the respective Council or Board. But in no case shall the proposal be valid after the reorganizational meeting of the respective Council or Board without written consent from both parties to extend.

NOTIFICATION OF AWARD

1. Upon the adoption of a Resolution by the respective Council or Board awarding the contract, two (2) signed agreements will be forwarded to the successful applicant with a copy of the approved Resolution. The contractor shall return one fully executed copy of the contract to the Township Clerk within ten (10) days of the date of the award of the contract.
2. Should the successful applicant fail to execute the contract within ten (10) days of notification, the Township will be free to award the contract to another applicant.

ASSIGNING THE CONTRACT

The contract shall not be sublet, assigned, pledged, hypothecated or sold, in whole or in part, without the written permission of the Township.

TERMINATION OF CONTRACT

DEFAULT: Non-performance of the applicant in terms of the Request for Proposal shall be a basis for termination of the contract by the Township. The Township may terminate the contract upon 30 days' written notice to the applicant. The Township shall not pay for any services and/or materials which are unsatisfactory. The applicant may be given a reasonable opportunity before termination to correct the deficiencies. This, however, shall in no way be construed as negating the basis for termination for nonperformance.

1. UNCONDITIONAL TERMINATION FOR CONVENIENCE: The Township may terminate the resultant contact for convenience by providing sixty (60) calendar days advance notice to the applicant.

2. TERMINATION FOR DEFAULT: If the applicant fails to meet deadlines, or fails to provide the agreed upon services, and or material altogether, a termination for default will be issued, but only after the Township has determined the applicant has failed to remedy the problem after being forewarned.

3. TERMINATION BY THE TOWNSHIP: If the applicant should be adjudged bankrupt or should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, the Township may terminate this contract. If the applicant should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to provide enough properly skilled workers or proper materials, or persistently disregard laws and ordinances, or not proceed with work or of this contract, the Township shall give the applicant fifteen (15) calendar days written notice. Upon receipt of such termination notice, the applicant shall be allowed seven (7) calendar days to cure such deficiencies.

PAYMENT

Contractor shall be paid in accordance with the terms in this bid document and the Contract.

INVOICES

The Township of West Caldwell will not honor any invoices submitted for work performed other than that stipulated by these specifications unless previously authorized by a written change order from the Township. Invoices for services rendered must be received by the township by the end of the month following the month in which the expense was incurred.

THE CONTRACT

The following shall be deemed to be part of the Contract:

- Notice to Applicants
- Information to Applicants
- Specifications (General, Special & Detail)
- Proposal
- All addenda issued by the Township prior to the receipt of proposals

CONFLICTING INFORMATION OR ERRORS

The Township reserves the right to correct any errors or omissions in said Request for Proposal wherever such corrections are necessary for the proper fulfillment of the intentions of the plans and specifications. Should there be any conflicting information given in the plans and specifications, the Township shall be notified of same, and the Township will determine the final decision.

Prior to the execution of the work, the applicant shall check the plans and specifications and immediately report to the Township all errors and omissions discovered therein. Thereafter, during the prosecution of the work, the applicant shall immediately report all further errors or omissions to the Township. Any adjustments made by the applicant without prior approval shall be had that their own risk and the settlement of any complications arising from such settlement shall be made by the applicant at their own expense.

COMPLIANCE WITH LAWS

The applicant keep himself fully informed of, and observe and comply with, all state, national and municipal laws in any manner affecting those engaged or employed in the work or the materials used in the work and of all such orders and decrees for bodies having any jurisdiction or Township over the same.

If any discrepancy is discovered in the Request for Proposal in relation to any such law, ordinance, regulation, order or decree, the applicant shall notify the Township in writing. The applicant shall protect and indemnify the Township, its officers and agents against any claim or liability arising from a violation of any law, regulation, ordinance, order or decree whether by himself or his employees or sub-Professionals.

BUSINESS REGISTRATION CERTIFICATE

N.J.S.A. 52:32-44 requires that each bidder submit proof of business registration with the bid proposal. Proof of registration shall be a copy of the bidder's Business Registration Certificate (BRC). A BRC is obtained from the New Jersey Division of Revenue. Information on obtaining a BRC is available on the internet at www.nj.gov/njbgs or by phone at (609) 292-1730.

AFFIDAVIT OF NON-COLLUSION

The Non-Collusion Affidavit, which is part of these specifications, shall be properly executed and submitted intact with the proposal.

NON-DISCRIMINATION

There shall be no discrimination against any employee engaged in the work required to produce the commodities covered by any contract resulting from this proposal, or against any applicant to such

employment because of race, religion, sex, national origin, creed, color, ancestry, age, marital status, affectional or sexual orientation, familial status, liability for service in the Armed Forces of the United States, or nationality. This provision shall include, but not be limited to the following: employment upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Professional shall insert a similar provision in all subcontracts for services to be covered by any contract resulting from this proposal.

REQUIRED AFFIRMATIVE ACTION EVIDENCE

Each applicant 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. A photocopy of a valid letter that the Professional is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter); **or**
2. A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4; **or**
3. A photocopy of an Employee Information Report (Form AA302) provided by the State of New Jersey Division of Purchase and Property and completed by the Professional in accordance with N.J.A.C. 17:27-4.

ACQUISITIONS, MERGER, SALE AND/OR TRANSFER OF BUSINESS, ETC.

Prior to any mergers where the Professional is to become the "Division of ……..." or changes the financial structure or reporting of the Professional, the Professional shall notify the Township of West Caldwell. Failure to notify the Township prior to any merger may cause termination of the contract.

If during the life of the contract, the applicant disposes of the business concern by acquisition, merger, sale and/or transfer or by any means convey h/h interest(s) to another party, all obligations are transferred to that new party. In this event, the new owner(s) will be required to submit, when required, a performance bond in the amount of the open balance of the contract.

INSURANCE

The Professional will not be allowed to begin work under this contract until he has provided proof of all insurance required under the contract documents and the insurance has been approved by the Township. The Professional shall not allow any sub-contractor to begin work on his sub-contract until the insurance required of the sub-contractor has been obtained and approved. The insurance required shall be maintained in full force and effect until all work to be performed under the terms of the contract is satisfactorily completed and accepted by the Township.

A. Workers' Compensation Insurance: The Professional shall procure and maintain during the life of the contract Workers' Compensation Insurance for all of his employees to be engaged in work on the project, and in the case of any sublet, the Professional shall require the sub-contractor similarly to provide Workers' Compensation Insurance for all of the latter's employees unless such employees are covered by the Professional's Insurance. In case any class of employees engaged in hazardous work on the project under this contract are not protected under the Workers' Compensation Statute, the Professional shall provide and cause each sub-contractor to provide adequate employer's general liability insurance for the protection of such of his employees as are otherwise protected.

B. Professional Liability Insurance: The Professional shall procure and shall maintain during the life of this contract Professional's Public Liability Insurance in an amount not less than $3,000,000 for injuries, including accidental death to any one person, and subject to the same limit for each person, in an amount not less than $5,000,000 on account of one accident, and Professional's Property Damage Insurance in an amount not less than $500,000.

C. Professional's Automobile Liability and Property Damage Insurance: The Professional shall procure and shall maintain during the life of the contract Automobile Bodily Injury Liability Insurance in an amount not less than $1,000,000 for injuries, including accidental death, to any one person and subject to the same limit for each person in an amount not less than $3,000,000 on account of one accident and Automobile Property Damage Insurance in an amount not less than $500,000. The Professional shall also carry insurance in the same amounts stipulated above on all vehicles not owned by him, but which are used in connection with the work being performed under this contract.

D. Proof of Insurance: The Professional shall furnish the Township with satisfactory proof of carriage of the insurance required by submitting the original insurance policies and endorsements or properly executed conformed copies. Each insurance policy and endorsement shall contain undertaking by the insurance carrier not to cancel the policy or reduce the limits except upon thirty (30) days' notice to the Township by certified mail, return receipt requested. The liability policies and endorsements shall be specifically referred to the Township and its officers, agents and employees as insured parties and shall state that the insurance as provided conforms to the requirements of these contract documents. All insurance required by this contract shall be placed with responsible insurance companies authorized to do business in the State of New Jersey, which are satisfactory to the Township. The policies shall include waiver of rights of subrogation. Professional shall carry, during the life of the contract and any extension thereof, Builders' Risk Insurance (All Risks) of physical loss or damage to property in an amount equal to 100% completed value basis of the work contracted herein.

INDEMNIFICATION

The Applicant agrees to indemnify and save harmless the Township, its officers, agents and employees, hereinafter referred to as indemnities', 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 Workers Compensation law, or arising out of failure of the Applicant or those acting under the Applicant 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 indemnity, be indemnified against all liability, loss or damage of any nature whatever.

TOWNSHIP ADMINISTRATOR'S CONTROL

The enumeration in the contract documents of particular instances in which the opinion, judgment or direction of the Township Administrator shall control the work, or which work shall be performed to the satisfaction, approval or inspection of the Township Administrator, shall not imply that only matters similar to those enumerated shall be so governed and performed under the control of the Township Administrator. Without exception, all work under the contract documents shall be under the direct control of the Township Administrator.

DISPUTES

Disputes arising under this agreement shall be submitted to a process of resolution pursuant to alternative dispute resolution practices, such as mediation, binding arbitration or non-binding arbitration, as required by P.L. 1997, c. 371 (N.J.S.A. 40A:11-50), pursuant to industry standards, prior to being submitted to a court for adjudication. The specific type of alternate dispute resolution to be utilized shall be selected by the Township and the costs payable to the mediator or arbitrator(s) shall be borne equally by the Township and the Professional.

Appendix A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS

Each 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. **Appropriate evidence that the contractor is operating under an existing Federally approved or sanctioned affirmative action program;**
2. **A certificate of employee information report approval, issued in accordance with N.J.A.C. 17:27-4; or**
3. **An employee information report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor, in accordance with N.J.A.C. 17:27-4.**

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 limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

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

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

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

The contractor or subcontractor agrees to make good faith efforts to afford equal employment opportunities to minority and women workers consistent with good faith efforts to meet targeted county employment goals established in accordance with **N.J.A.C. 17:27-5.2**, or good faith efforts to meet targeted county employment goals determined by the Division, pursuant to **N.J.A.C. 17:27-5.2**.

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

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

In conforming with the 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, 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 and its subcontractor shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of 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 WEST CALDWELL
AFFIRMATIVE ACTION AFFIDAVIT

STATE OF :
ss
COUNTY OF :

I, _____ of the (City, Town, Borough) of _____ in the County of _____, State of _____, of full age being duly sworn according to law on my oath depose and say that:

1. I am (President, partner, owner, member) of the firm of _____ a contractor of the State of New Jersey, County of Essex, Township of West Caldwell.
2. I am familiar with the affirmative action requirements of P.L. 1975, c. 127 and rules and regulations issued by the Treasurer, State of New Jersey, pursuant thereto.
3. _____ has complied with all the affirmative action requirements of the State of New Jersey, including those required by P.L. 1975, c. 127 and rules and regulations issued by the Treasurer, State of New Jersey pursuant thereto.
4. I am aware that if _____ does not comply with P.L. 1975, c. 127 and rules and regulations issued pursuant thereto, that no monies will be paid by the State of New Jersey, County of Essex, Township of West Caldwell, until an affirmative action plan is approved. I am also aware that the contract may be terminated and that _____ may be debarred from all public contracts for a period of up to five (5) years.
5. I am aware that _____ is required to submit one of the following three documents to the Township of West Caldwell along with the signed contract for goods or services: 1) a copy of a letter from the Office of Federal Contract Compliance Programs evidencing federal affirmative action plan approval; 2) a copy of a Certificate of Employee Information Report issued by the State of New Jersey; or 3) a completed Initial Affirmative Action Employee Information Report (Form AA302).
6. If I am submitting an Initial Affirmative Action Employee Information Report (Form AA302), in compliance with paragraph 5 above, I do hereby certify that I have never before applied for a certificate of employee information report in accordance with rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time; and I agree to submit immediately to the Division a Copy of the Employee Information Report.

Subscribed and Sworn to
Before me this _____ day
of _____ 20__.

_____
Signature of Authorized Representative

_____
Name and Title

Form AA302
Rev. 11/11

STATE OF NEW JERSEY

Division of Purchase & Property
Contract Compliance Audit Unit
EEO Monitoring Program

EMPLOYEE INFORMATION REPORT

IMPORTANT-READ INSTRUCTIONS CAREFULLY BEFORE COMPLETING FORM. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND TO SUBMIT THE REQUIRED $150.00 FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT EEO-1 REPORT FOR SECTION B, ITEM 11. For Instructions on completing the form, go to: http://www.state.nj.us/treasury/contract_compliance/pdf/aa302ins.pdf

SECTION A - COMPANY IDENTIFICATION

1. FID. NO. OR SOCIAL SECURITY

2. TYPE OF BUSINESS
☐ 1. MFG ☐ 2. SERVICE ☐ 3. WHOLESALE
☐ 4. RETAIL ☐ 5. OTHER

3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY

4. COMPANY NAME

5. STREET CITY COUNTY STATE ZIP CODE

6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE) CITY STATE ZIP CODE

7. CHECK ONE: IS THE COMPANY: ☐ SINGLE-ESTABLISHMENT EMPLOYER ☐ MULTI-ESTABLISHMENT EMPLOYER

8. IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN NJ

9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT

10. PUBLIC AGENCY AWARDING CONTRACT CITY COUNTY STATE ZIP CODE

Official Use Only	DATE RECEIVED	INAUG.DATE	ASSIGNED CERTIFICATION NUMBER

SECTION B - EMPLOYMENT DATA

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

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

12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED?
☐ 1. Visual Survey ☐ 2. Employment Record ☐ 3. Other (Specify)

13. DATES OF PAYROLL PERIOD USED
From: To:

14. IS THIS THE FIRST Employee Information Report Submitted?
1. YES ☐ 2. NO ☐

15. IF NO, DATE LAST REPORT SUBMITTED
MO. DAY YEAR

SECTION C - SIGNATURE AND IDENTIFICATION

16. NAME OF PERSON COMPLETING FORM (Print or Type) SIGNATURE TITLE DATE MO DAY YEAR

17. ADDRESS NO. & STREET CITY COUNTY STATE ZIP CODE PHONE (AREA CODE, NO.,EXTENSION)
- -

SCOPE OF WORK

The Township of West Caldwell is requesting proposals for the provision of planning services to the Township Council, the Board of Adjustment and the Planning Board of the Township of West Caldwell (hereinafter "the Township") for a truncated one (1) year term (contract date until December 31).

1. GENERAL CRITERIA

1.1. To serve in an advisory capacity to the Township Council, the Board of Adjustment and the Planning Board and render consultation and advice on matters submitted for review, study, recommendation or comment.

1.2. To review development applications and planning and development issues when requested to do so by the Township. The Consultant will assess such applications and issues relative to the terms and conditions of the applicable Township Ordinances, Land Development Ordinances, Master Plan documents, State Plan, other pertinent State and County planning criteria. Site inspections shall be undertaken as part of the planning review process.

1.3. To provide professional planning services in connection with any matters relating to the New Jersey Municipal Land Use Law, Local Redevelopment and Housing Law, COAH regulations, State Plan, and related planning statutes and documents, and be available to prepare special planning studies at the request of the Township, as well as be available to prepare and review documents and offer testimony relating to court actions that the Township may be involved in. The preparation of planning documents shall include any/all actions requested by the Township relating to the Master Plan, including the potential for comprehensive revisions, updates or reexaminations.

1.4. To attend applicable Township Council meetings, Board of Adjustment meetings, Planning Board meetings, committee and subcommittee meetings, and upon the Township's directive, other meetings and informal meetings and/or discussions with applicants to review and discuss matters before the Board of Adjustment or Planning Board.

1.5. To represent the Township Council, Board of Adjustment and Planning Board on professional planning advice on matters resulting from, but not limited to, any litigation, appeals of development applications or municipal planning documents.

2. QUALIFICATIONS

2.1 Planning individual be a licensed professional planner in the State of New Jersey and specialize in municipal land use law and representation of municipal entities.

2.2 At least ten (10) years' experience representing Municipalities, Boards of Adjustment and/or Planning Boards in a suburban environment.

EXHIBIT A: MEETING SCHEDULES

- The Planning Board meets the 2nd Monday of each month at 7:00 pm but is subject to change.
- The Board of Adjustment meets the 2nd Thursday at 7:00 pm but is subject to change.
- The Mayor and Township Council meet the 1st and 3rd Tuesdays of each month at 6:30 pm, but each is subject to change.

EXHIBIT B: EVALUATION CATEGORIES

Understanding the Requested Work
Demonstrates clear understanding
Completeness and responsiveness to RFP
Compliance with instructions and requests
Knowledge and Professional Compliance
Education and training of employees, suitability to perform the required tasks
Does respondent have the character, integrity, reputation, judgment, experience & efficiency required by the Professional **OR** Expert methods, process & resources to be utilized
Experience with the Township.
Primary Professional vs. subcontracted resources. Depending on nature of sub & percentage of project.
Ability to Perform Services in a Timely Manner
Scheduling Timeline
Personnel & Resources
Primary Professional relationship sub-Professionals
Management, Experience and Personnel Qualifications
Project Management Plan
Project Management Team
Record of reliability and quality of service
Scope of Work Experience
Experience in performing similar work by employees
Management, Experience and Personnel Qualifications
Explanation of costs
Cost comparison
Other costs, Copies, travel, etc…
Additional Services