



**Millstone Borough**  
1353 Main Street  
Millstone Borough, New Jersey 08844

Mayor Raymond S. Heck

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**REQUEST FOR PROPOSALS**  
**PROFESSIONAL SERVICES - 2011**

**RFP Submittal Date – Monday, December 27, 2010**

**Time – 4:30 PM**

BOROUGH OF MILLSTONE  
REQUEST FOR PROPOSALS: PROFESSIONAL SERVICES - 2011  
RFP SUBMITTAL DATE: DECEMBER 27, 2010 AT 4:30 PM

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The Borough of Millstone 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 Borough of Millstone and provide resumes for both the individual and Principals of the Business Entity.

Sealed RFP responses will be received by the Borough Clerk no later than **December 27, 2010 by 4:30 PM** local prevailing time in the Borough Hall at 1353 Main Street, Millstone, NJ 08844, at which time and place responses will be received for:

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**PROFESSIONAL SERVICES – 2011**

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- 1.1 Planning Board Planner
- 1.2 Planning Board Attorney
- 1.3 Auditor
- 1.4 Borough Attorney
- 1.5 Borough Engineer

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

**Gregory Bonin, Borough Clerk**

**CHECK LIST OF REQUIRED DOCUMENTS**

The following items are mandatory requirements of this RFP package:

	<input checked="" type="checkbox"/>	<b>Initials</b>
Affirmative Action Mandatory Language	<input checked="" type="checkbox"/>	_____
Americans With Disabilities Act Mandatory Language	<input checked="" type="checkbox"/>	_____
Business Registration Certificate	<input checked="" type="checkbox"/>	_____
Disclosure of Ownership	<input checked="" type="checkbox"/>	_____

If boxes of the following items are checked, they are mandatory requirements of the RFP proposal and contract:

	<input checked="" type="checkbox"/>	<b>Initials</b>
Proposal Form Signature Page	<input checked="" type="checkbox"/>	_____
Notice of Pending Disclosure Requirement ("Pay to Play")	<input checked="" type="checkbox"/>	_____
Acknowledgement of Addenda (as applicable)	<input checked="" type="checkbox"/>	_____
Affidavit of Non-Collusion	<input checked="" type="checkbox"/>	_____
Checklist of Required Documents, signed below	<input checked="" type="checkbox"/>	_____
Applicant and Designated Individual Resumes	<input checked="" type="checkbox"/>	_____

The following items, as checked, shall be required after award of the contract:

	<input checked="" type="checkbox"/>	<b>Initials</b>
Signed Contracts	<input checked="" type="checkbox"/>	_____

***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 / APPLICANT'S NAME

\_\_\_\_\_  
 AUTHORIZED SIGNATURE

\_\_\_\_\_  
 DATE

\_\_\_\_\_  
 NAME (PRINT)      TITLE

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**PROPOSAL FORM/SIGNATURE PAGE**

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

<b>Professional Services</b>		<b>Please Check</b>
1.1	Planning Board Planner	<input type="checkbox"/>
1.2	Planning Board Attorney	<input type="checkbox"/>
1.3	Auditor	<input type="checkbox"/>
1.4	Borough Attorney	<input type="checkbox"/>
1.5	Borough Engineer	<input type="checkbox"/>

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Company

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Federal I.D. # or Social Security #

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Address

---

Signature of Authorized Agent

---

Type or Print Name

---

Title of Authorized Agent

---

Date

---

Telephone Number

---

Email Address

---

Fax Number

## **SCOPE OF WORK**

### **1.1 Planning Board Planner**

Minimum of 5 years proven experience and knowledge in the field of municipal planning;  
It should be noted that principle emphasis will be based on a review of the submitted proposal

### **1.2 Planning Board Attorney**

Minimum 5 years proven experience and knowledge in the field of planning and zoning generally, including NJ Municipal Land Use Law and Borough of Millstone Land Use Ordinances, as well as affordable housing; Master Plans; site plan and subdivision requirements; application review procedures; performance and maintenance guarantees; stormwater management; and laws applicable to municipalities, including Titles 40 and 40A of the New Jersey Statutes. It should be noted that principle emphasis will be based on a review of the submitted proposal.

### **1.3 Auditor**

Minimum of 5 years proven experience and knowledge in the field of municipal accounting and audits. It should be noted that principle emphasis will be based on a review of the submitted proposal.

### **1.4 Borough Attorney**

Minimum of 5 years proven experience and knowledge in the field of municipal law generally, including but not limited to zoning and planning; affordable housing; public employment; organization and responsibilities in the Borough's form of government; laws applicable to municipalities, including Titles 40 and 40A of the New Jersey Statutes; municipal litigation; municipal ordinances; school budget appeals; Gross Receipts and Franchise Tax replacement revenues; sewer utility law; and Board of Health law. It should be noted that principle emphasis will be based on a review of the submitted proposal.

### **1.5 Borough Engineer**

Minimum of 5 years proven experience and knowledge in the field of municipal and civil engineering. It should be noted that principle emphasis will be based on a review of the submitted proposal.

**APPLICANT TERMS AND CONDITIONS**

Proposals will be evaluated by the Borough Council of the Borough of Millstone on the basis of the most advantageous, price and other factors considered but not limited to the following:

1. Knowledge of the administrative structure of the Borough of Millstone and subject matter to be addressed under the contract.
2. Individual designated by the applicant and approved by Borough is required to attend all regular scheduled meetings as required by Borough of Millstone. If the designated individual is unable to attend he/she must notify the town in advance and have the individual to attend the meeting approved by Borough.
3. Applicant must respond to Borough inquiries within 24 hours.
4. Availability to accommodate any Special meetings as required by the Borough of Millstone;
5. Applicant will provide written proposals for specific projects as required by Borough of Millstone.
6. Applicant must provide a Compensation schedule .
7. Other factors that may reasonably impact the Borough of Millstone during the contract year.

**ADVISORY**

**Notice of Pending Disclosure Requirement**  
**“Pay to Play”**

**P.L. 2005, Chapter 271, Section 3 Reporting**

**(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 first annual disclosure report will be due in 2011.**

**The report will include certain contributions and contract information for calendar year 2010.**

**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](http://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.**

**DISCLOSURE OF OWNERSHIP**

N.J.S. 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
- Partnership     Corporation (non-profit)     Sole Proprietorship
- Limited Liability Partnership     Other \_\_\_\_\_

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

Date Incorporated: \_\_\_\_\_ Where Incorporated: \_\_\_\_\_

**BUSINESS ADDRESS:**

Street Address	City	State	Zip
Telephone #	Fax#		

Listed below are the names and addresses of all owners who own an interest of ten percent 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 52:25-24.2 has been listed. (Not to be completed by non-profit corporations.)

Name	Address	Shared (%) Owned
Name	Address	Shared (%) Owned

CONTINUE ON ADDITIONAL SHEET IF NECESSARY: YES  NO

Signature \_\_\_\_\_ Date \_\_\_\_\_

Printed Name & Title \_\_\_\_\_

**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 executed 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 Borough of Millstone, 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.

Sworn and subscribed to  
before me on this day of

\_\_\_\_\_, 2010

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature of Notary

\_\_\_\_\_  
Print Name

**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 contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

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

OR

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

The successful 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's Name

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Telephone

**EXHIBIT A**  
**N.J.S.A. 10:5-31 and N.J.A.C. 17:27**  
**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
**Goods, Professional Services and General Service Contracts**  
**(Mandatory Affirmative Action Language)**

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Except with respect to affectional or sexual orientation, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Such action shall include, but not 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 for the provisions of this nondiscrimination clause.

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

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

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

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

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

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all 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.

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

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

Letter of Federal Affirmative Action Plan Approval  
Certificate of Employee Information Report  
Employee Information Report Form AA302

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

**ACKNOWLEDGEMENT OF RECEIPT OF CHANGES TO  
RFP 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.

<u>Addendum Number</u>	<u>How Received (mail, fax, pick-up, etc.)</u>	<u>Date Received</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Company/Applicant: \_\_\_\_\_

By Authorized Representative: \_\_\_\_\_

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

Printed Name and Title: \_\_\_\_\_

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

**AMERICANS WITH DISABILITIES ACT**

**Equal Opportunity For Individuals With Disabilities**

The Contractor and the Borough of Millstone 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 thereto, are made a part of this contract. In providing any aid, benefit or service on behalf of the Borough 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 Borough in any action or administrative proceeding commenced pursuant to this ADA. The Contractor shall indemnify, protect and save harmless the Borough, its agents, servants and employees from and against any and all suits, claims, losses, demands or damages of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The 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 Borough grievance procedure, the Contractor agrees to abide by any decision of the Borough which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the Borough or if the Borough incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the Contractor shall satisfy and discharge the same at its own expense.

The Borough shall, as soon as practicable after a claim has been made against it, give written notice thereof to the Contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the Borough or any of its agents, servants, and employees, the Borough shall expeditiously forward or have forwarded to the Contractor every demand, complaint, notice, summons, pleading or other process received by the Borough or its representatives.

It is expressly agreed and understood that any approval by the Borough of the services provided by the 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 Borough pursuant to this paragraph.

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

**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 Borough Clerk 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 Borough Clerk 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 2 copies of their proposal and the resumes of the designated individual 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 Borough Clerk *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 Borough Clerk no later than three (3) business days prior to the proposal receipt 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 Borough.
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 Borough Clerk. If the applicant fails to notify the Borough 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 Borough Clerk. In order to be given consideration, written requests for interpretation must be received as 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 acknowledge by the applicant in the proposal. The Borough's interpretations or corrections thereof shall be final.

### **REJECTION OF PROPOSAL**

The Borough reserves the right to reject any or all proposal and to waive any minor informality in any proposal should it be deemed in the best interest of the Borough to do so. Proposals shall be rejected for any of the following reasons:

1. Failure to complete the Affirmative Action Certification
2. Failure to comply with the American with Disabilities Act of 1990
3. Failure to complete the Disclosure of Ownership Statement.
4. Failure to provide New Jersey State Business Registration Certificate. (including subcontractors)

Proposals may be rejected for any of the following reasons:

5. Failure to complete the Affidavit of Non-Collusion.
6. Failure to properly complete the Proposal form.
7. Failure to complete the Checklist of Required Documents.
8. Insertion of additional conditions, provisions or stipulations.

### **PROCEDURES ON AWARD OF CONTRACT**

The Borough of Millstone awards contracts or rejects all proposals within 60 days, unless in accordance with N.J.S 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 for 60 days or such longer period as the Borough and the applicant may agree.

### **NOTIFICATION OF AWARD**

1. Upon passage of a Borough Council Resolution awarding the contract, the Borough Clerk will forward two (2) sets of contract documents to the successful applicant for execution and delivery. Within ten (10) days of the date of the award of the contract, the successful applicant shall return two (2) sets of the contract documents to the Borough Clerk with a proper performance bond and insurance certificates if required - refer to Checklist of Required Documents. On receipt of the contract documents duly executed by the applicant, the contract documents will be submitted to the Borough Attorney for review and approval.

2. If approved as to form and execution, the contract documents will then be submitted to the Mayor and Municipal Clerk for execution on behalf of the Borough. A fully executed copy will be returned to the successful applicant by the Borough. No Resolution of Award will become binding on the Borough before the contract documents have been executed by the Mayor and Municipal Clerk.
3. Should the successful applicant fail to execute the contract within ten (10) days of notification, the Borough 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 Borough.

### **TERMINATION OF CONTRACT**

1. **DEFAULT:** Non-performance of the applicant in terms of the Request for Proposal shall be a basis for termination of the contract by the Borough. The Borough may terminate the contract upon 30 days' written notice to the applicant. The Borough 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.
2. **UNCONDITIONAL TERMINATION FOR CONVENIENCE:** The Borough may terminate the resultant contract for convenience by providing sixty (60) calendar days advance notice to the applicant.
3. **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 Borough has determined the applicant has failed to remedy the problem after being forewarned.
4. **TERMINATION BY THE BOROUGH:** 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 Borough 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 Borough 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**

The contract price shall be payable either in one lump sum or as indicated in the RFP specifications at the first regular monthly meeting of the governing body following satisfactory completion of the contract and presentation of a properly executed purchase voucher.

### **INVOICES**

The Borough of Millstone 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 Borough. Invoices for services rendered must be received by the Borough by the end of the month following the month in which the expense was incurred. For example a service provided in June must be billed to the Borough by the end of July. Expenses submitted after this period will not be honored by the Borough.

### **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 Borough prior to the receipt of proposals

### **CONFLICTING INFORMATION OR ERRORS**

The Borough 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 Borough shall be notified of same and the Borough 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 Borough 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 Borough. 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 authority 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 notify the Borough in writing. The applicant shall protect and indemnify the Borough, 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-contractors.

### **BUSINESS REGISTRATION CERTIFICATE**

N.J.S.A. 52:32-44 requires that each applicant (contractor and subcontractor) provide proof of business registration in response to a request for proposals at the time a Request for Proposal is submitted. Failure to submit a proper certificate is considered a fatal defect and shall render the proposal unresponsive and cannot be cured by the governing body. Proof of registration shall be a copy of the applicant'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](http://www.nj.gov/njbgs) or by phone at (609) 292-1730.

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 applicant 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, an applicant must submit to the contracting agency an accurate list of all subcontractors or attest that none was used;
- 3) During the term of this contract, the applicant 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 applicant, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements is available by calling (609) 292-9292.

#### **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 contractor 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 contractor 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 Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

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

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.

**INDEMNIFICATION**

The Applicant agrees to indemnify and save harmless the Borough, its officers, agents and employees, hereinafter referred to as indemnitees, from all suits, including attorney's' fees and costs of litigation, actions, loss damage, expense, cost of claims, of any character or on account of any act, claim or amount arising or recovered under 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 indemnitees shall, in all instances, except for loss or damage resulting from the sole negligence of the indemnitee, be indemnified against all liability, loss or damage of any nature whatever.