

CITY OF VINELAND
VINELAND, NEW JERSEY
REQUEST FOR PROPOSALS
FOR
DESIGN SERVICES FOR DRAINAGE REPLACEMENT,
MILLING, AND PAVING OF S. MILL ROAD

COV RFP # 2026-35

RFP OPENING: FRIDAY, JULY 31, 2026
PREVAILING TIME: 1:00 P.M.

PURCHASING DIVISION
640 E WOOD STREET
P.O. BOX 1508
VINELAND, NJ 08362-1508

Miguel A. Mercado, QPA
Purchasing Agent
(856) 794-4040 Phone
(856) 405-4605 Facsimile
mmercado@vinelandcity.org

GENERAL REQUIREMENTS/INSTRUCTIONS

Proposal Submission Information

Submission Date and Time:

Friday, July 31, 2026, by 1:00 P.M.

Submission Office:

City of Vineland Purchasing Department
5th Floor
City Hall
640 E. Wood Street
Vineland, NJ 08360

Respondents shall clearly mark their submittal package with the title of this RFP and the name of the responding firm, addressed to the Purchasing Agent. The original proposal shall be marked to distinguish it from the copies.

Respondents are required to submit their expressions of interest, qualifications, and experience. **One (1) original and one (1) digital copy (on a flash drive)** of the Proposal, inclusive of all information, must be provided to the City's Purchasing Agent. **A Cost Proposal is to be submitted separately, in a sealed envelope.** Proposals are scheduled to be opened **1:00 PM on Friday, July 31, 2026.** Any proposals received after said opening whether by mail or otherwise, will be returned unopened. The City assumes no responsibility for delays in any form of carrier, mail, or delivery service causing the proposal to be received after the above-referenced due date and time. Submission by fax, e-mail or telephone is NOT PERMITTED. Delivery of a proposal to any other City of Vineland Department or office is not acceptable and may result in your bid arriving late in the Purchasing Department. It is the bidder's responsibility to make sure the proposal is delivered to the proper office as listed above.

Only those RFP responses received prior to or on the submission date & time will be considered.

Responses delivered before the submission date and time specified above may be withdrawn upon written application of the respondent who shall be required to produce evidence showing that the individual is or represents the principal or principals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

City Representative for this Solicitation

Please direct all questions in writing to:

Miguel A. Mercado, QPA
Purchasing Agent
Voice: (856) 794-4040
Fax: (856) 794-4327
Email: PurchasingOffice@vinelandcity.org

NOTE: Questions must be submitted in writing no later than noon on Monday, July 20, 2026. Questions received after this day and time will not be accepted.

Interpretations and Addenda

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

Cost Liability and Additional Costs

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

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

Statutory and Other Requirements

Compliance with Laws

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

Mandatory Affirmative Action Compliance

No firm may be issued a contract unless it complies with the Affirmative Action requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 as identified in the documents attached hereto. The form enclosed herein shall be properly executed.

Americans with Disabilities Act of 1990

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

Stockholder Disclosure

No corporation or partnership shall be awarded any contract for the performance of any work or the furnishing of any goods, unless, with receipt of the proposal of said corporation or partnership, there is submitted a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own ten (10) percent or greater interest therein. Respondents shall complete and submit the form of statement included herein.

N.J. Business Registration Certificate

Pursuant to C57, PL2004, all New Jersey and out of state business organizations must obtain a Business Registration Certificate from the New Jersey Department of the Treasury, Division of Revenue, prior to conducting business in the State of New Jersey. Respondents shall be required to submit proof of their valid Business Registration prior to contract award. Questions regarding Business Registration may be directed to the Division of Revenue at (609) 292-1730. Online filing is available at www.state.nj.us/treasury/revenue/taxreg.htm.

Insurance and Indemnification

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

The contractor further covenants and agrees to indemnify and save harmless the owner from the payment of all sums of money or any other consideration(s) by reason of any, or all, such accidents, injuries, damages, or hurt that may happen or occur upon or about such work and all fines, penalties and loss incurred for or by reason of the violation of any owner regulation, ordinance or the laws of the State, or the United States while said work is in progress.

The contractor shall purchase and maintain during the entire period of this contract, professional liability insurance which shall protect the contractor and the City from any and all claims that may arise out of or result from the contractor's performance of this contract. A Certificate of Insurance in the amount of one million (\$1,000,000.00) dollars per occurrence/three million (\$3,000,000.00) annual aggregate shall be provided to the City prior to contract award.

Multiple Proposals Not Accepted

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

Failure to Enter Contract

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

Termination of Contract

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

The contractor agrees to indemnify and hold the owner harmless from any liability to subcontractors/suppliers concerning payment for work performed or goods supplied arising out of the lawful termination of the contract by the owner under this provision. In case of default by the contractor, the owner may procure the articles or services from other sources and hold the contractor responsible for any excess cost occasioned thereby.

Challenge of Specifications

Any respondent who wishes to challenge a specification shall file such challenge in writing with the Director of Purchasing no less than three (3) business days prior to the opening of the RFP's. Challenges filed after that time shall be considered void and having no impact on the owner or the award of contract.

Payment

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

The City may withhold all or partial payments on account of subsequently discovered evidence including but not limited to the contractor not complying with the terms of the contract.

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

Contractors shall be required to sign a City voucher for payment.

Ownership of Material

The owner shall retain all of its rights and interest in any and all documents and property both hard copy and digital furnished by the owner to the contractor for the purpose of assisting the contractor in the performance of this contract. All such items shall be returned immediately to the owner at the expiration or termination of the contract or completion of any related services, pursuant thereto, whichever comes

first. None of the documents and/or property shall, without the written consent of the owner, be disclosed to others or used by the contractor or permitted by the contractor to be used by their parties at any time except in the performance of the resulting contract.

Ownership of all data, materials and documentation originated and prepared for the owner pursuant to this contract shall belong exclusively to the owner. All data, reports, computerized information, programs and materials related to this project shall be delivered to and become the property of the owner upon completion of the project. The contractor shall not have the right to use, sell, or disclose the total of the interim or final work products, or make available to third parties, without the prior written consent of the owner. All information supplied to the owner may be required to be supplied on CD-ROM media compatible with the owner's computer operating system, MS Windows based, Lotus Suite.

Annual Disclosure Statement on Political Contributions

The contractor is hereby advised of the responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-20.13 (P.L. 2005, c. 271, s.3) if the contractor receives contracts in excess of \$50,000.00 from public entities in a calendar year. It is the contractor's responsibility to determine if filing is necessary. Additional information on this requirement is available from ELEC at (888) 313-3532 or at www.elec.state.nj.us.

Proposal Forms

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

- Stockholder Disclosure
- Affirmative Action Statement
- Acknowledgment of Receipt of Addenda, if any.
- Disclosure of Investment Activities in Iran
- Prohibited Activities in Russia or Belarus
- Non-Collusion Affidavit

Proposals to Remain Subject to Acceptance

RFP responses shall remain open for a period of sixty (60) calendar days from the stated submittal date. The owner will either award the Contract within the applicable time period or reject all proposals. The owner may extend the decision to award or reject all proposals beyond the sixty (60) calendar days when the proposals of any respondents who consent thereto may, at the request of the owner, be held for consideration for such longer period as may be agreed.

Rejection of Proposals

The owner reserves the right to reject any or all proposals, or to reject any proposals if the evidence submitted by, or investigation of such respondent fails to satisfy the owner that such respondent is

properly qualified to carry out the obligations of the RFP and to complete the work contemplated therein. The owner reserves the right to waive any minor informality in the RFP.

Evaluation Process

An evaluation team will review all proposals to determine if they satisfy the Proposal Requirements, determine if a proposal should be rejected and evaluate the proposals based upon the Evaluation Criteria. The highest-ranking respondent will then be recommended to the governing body for award of contract, based on price and other factors.

Evaluation Criteria

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

Understanding of the Requested Work

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

Knowledge and Technical Competence

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

Management, Experience and Personnel Qualifications

Expertise of the firm shall be demonstrated by past contract successes providing government agencies with similar services.

The respondent will be evaluated on knowledge, experience, prior collaboration and successful completion of projects/services similar to that requested in this RFP. In addition to relevant experience, respondents shall provide personnel qualifications in the Proposal.

Ability to Complete the Services in a Timely Manner

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

Cost to Provide Services

Provide your costs for the services requested on the Cost Proposal page provided in the RFP.

Notice of Award

The successful respondent will be notified of the award of contract upon a favorable decision by the governing body at which time the respondent shall be required to execute a Vineland City contract.

Choice of Law

The agreement with the successful bidder shall be construed in accordance with the laws of the State of New Jersey. In the event of litigation or other legal proceedings commenced to enforce the terms of the agreement, the venue of such litigation shall be the Superior Court of New Jersey, Cumberland County.

Contract Records

As per N.J.A.C. 17:44-2.2 Vendor shall maintain all documentation related to products, transactions or services under this contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

JUNE 16, 2026

CITY OF VINELAND

REQUEST FOR PROPOSALS

FOR

PROFESSIONAL DESIGN SERVICES

**DRAINAGE REPLACEMENT, MILLING,
AND PAVING OF S. MILL RD**

LANDIS AVENUE TO CHESTNUT AVENUE

(Length = 0.50 Miles)

CITY OF VINELAND, CUMBERLAND COUNTY
640 E. Wood Street
P.O. Box 1508
Vineland, NJ 08362-1508

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CITY OF VINELAND
REQUEST FOR PROPOSALS
FOR
DESIGN SERVICES FOR
DRAINAGE REPLACEMENT, MILLING,
AND PAVING OF S. MILL RD
LANDIS AVENUE TO CHESTNUT AVENUE
(Length = 0.50 Miles)

I. INTRODUCTION

A. General

The City of Vineland (COV) is soliciting proposals for the above-entitled project from qualified firms, or groups of firms. The project is more fully described in Section II. The services to be provided are outlined in Section III.

B. Addenda and Interpretations

Addenda or amendments to the Request for Proposals (RFP) may be issued by the COV during the period provided for the preparation of proposals. These addenda or amendments will be numbered consecutively and will be distributed to each respondent. These addenda or amendments will be issued by or on behalf of the City Engineer's office and will constitute a part of the RFP. All responses to this RFP shall be prepared with full consideration of all the addenda and amendments issued.

All questions and/or requests for clarifications pertaining to this RFP shall be directed in writing, or via e-mail or facsimile, to the designated contact person at the address set forth below. All questions and/or requests for clarifications shall be clearly marked with the title of the RFP. All such questions and/or requests for clarifications shall be received by the designated contact person no later than the date established in Subsection E below. All such questions and/or requests for clarifications that are received on or prior to this date will be considered. A copy of all responses thereto will be mailed or delivered by or on behalf of the City Engineer's office to each respondent. No oral interpretation, instruction, or information concerning this RFP given by any employee or agent of the City Engineer's office shall be binding on the City Engineer's Office, and respondents relying on such oral information risk having their proposals deemed unresponsive by the City Engineer's office. The City Engineer's office will not be responsible for any explanation of the RFP, unless such explanation or interpretation of the RFP is in accordance with the procedures outlined in this RFP.

C. Consultant Costs

Each proposal, including the compilation of all information required pursuant to this RFP, shall be prepared at the sole cost and expense of the Consultant (including financial, advisory, and legal costs). This shall include any revisions necessitated by the issuance of addenda or amendments or by responses to questions and/or requests for clarifications. There shall be no claims whatsoever against the City Engineer's office, its staff, or Consultants for reimbursement for the payment of costs or expenses (including financial, advisory, and legal costs) incurred in the preparation of the proposal or procurement process.

D. Submission

Technical and cost proposals must be prepared and submitted in accordance with the requirements, format, and guidelines presented in this RFP. The contents of the technical and cost proposals are more fully described in Section IV.

Interested firms must submit one (1) original and one (1) digital copy (on a flash drive) of their proposal. **The cost proposal is to be submitted in a separate, sealed envelope.** The submission should be stapled or bound so there are no loose pages. Respondents shall clearly mark their submittal package with the title of this RFP and the name of the responding firm, addressed to the Purchasing Agent.

The proposal shall be received no later than **1:00 P.M., prevailing time, on July 31, 2026**. Any proposals received after said opening, whether by mail or otherwise, will be returned unopened. The COV shall not be held responsible for timeliness of mail or messenger delivery. Submission by fax, e-mail or telephone is **not** permitted. Submittals shall be addressed to:

Miguel Mercado, Purchasing Agent
City of Vineland
Business Administration – Purchasing Division
640 E. Wood Street
P.O. Box 1508
Vineland, NJ 08362-1508

The COV reserves the right to reject any submission for failure to adhere to these requirements or to accept any submission, which in its judgment, will best serve its interest. All submitting firms grant to the COV a non-exclusive right to use, or cause others to use, the contents of the submission for any purpose. All submissions will become the sole property of the COV. Sub-Consultants, subcontractors, and joint ventures are permitted for the purposes of this submission.

E. Anticipated Project Schedule

The proposed schedule of the project shall be as follows (all dates other than the first three and the Final PSE Submission dates are approximate):

Last Date for Questions and/or Requests for Clarifications – July 20, 2026 (by 12:00 PM)

NOTE: All questions must be emailed to purchasingoffice@vinelandcity.org attention Miguel Mercado

Responses to Questions and/or Requests for Clarifications – July 22, 2026

Proposal Due Date – July 31, 2026, by 1:00 PM

Negotiation Meeting – August 5, 2026

City Council Action – August 25, 2026

Engineers Report with Recommendations – September 1, 2026

30% Completion of Plans – September 21, 2026

85% Completion of Contract Documents – October 12, 2026

Preliminary PSE Submission – October 20, 2026

Final PSE Submission – November 01, 2026

II. PROJECT DESCRIPTION

The Consultant will prepare the necessary construction plans and specifications and cost estimates, and will secure any permits and/or approvals, as may be required, for the Drainage Replacement, Milling, and Paving of S. Mill Road.

This construction project is scheduled for Fiscal Year (FY) 2026 State Funding through the Municipal Aid (MA) fund.

The purpose of this project is to enhance public safety for all road users with the following improvements: removal and replacement of existing stormwater facilities, and other improvements. This project will help stimulate economic development, improve the quality of life, and enhance important transportation infrastructure in the region.

This project does not require surveying: a survey for this project's limits is currently being done by an outside consultant.

The design scheme for this project shall not require any land acquisition or granting of easements on private property, nor shall the work adversely affect private lands or active farming activities. This professional services contract therefore does not include any property surveying or parcel acquisition.

III. SCOPE OF SERVICES

The COV has received a grant that will be utilized to fund the design and construction. All work performed on this project must comply with 23CFR Part 172. The design will be completed as one full project. Construction is scheduled to start during FY 2026. Failure by the Consultant to complete the work covered under this RFP as scheduled herein may result in the COV losing the anticipated funds. **The Final PSE package for the project must be delivered to the New Jersey Department of Transportation (NJDOT) Local Aid on or before October 01, 2026.** The COV desires to proceed

with the design immediately to identify potential problems e.g., utilities, permits or approvals.

The Consultant will prepare engineering plans and acquire any necessary permits and/or approvals for the proposed construction projects as part of this RFP.

The selected Consultant will need to provide services that are all-inclusive to complete this project. This includes securing any necessary permits and/or approvals. The Consultant shall be available to attend as many meetings as needed to ensure this project is expedited. It is expected that the following meetings will require Consultant attendance:

- Kick-Off Meeting (1 meeting)
- Site Design Meetings (2)
- Stakeholder Meetings (2)
- Bi-weekly status meetings (unless virtual meetings are warranted)
- Meeting with NJDOT and/or FHWA (1 as needed)
- Public Information Sessions

The Consultant will be responsible to perform all necessary work for the project. The Consultant will provide plans in both hard copy and disk on AutoCAD Civil 3D 2026 Format.

The Consultant's work will consist of five (5) Tasks:

- A. Pre-Design
- B. Coordination
- C. Survey & Mapping
- D. Data Collection and Analysis
- E. Necessary Permitting and/or Approvals

Any additional services that are believed to be necessary and are not included in this scope of work should be indicated in the proposal. A complete schedule of man-hour and cost breakdown of hourly rates is to be provided for each task and/or alternate. The proposal should contain a short narrative detailing the Consultant's approach to the project. The narrative should address any issues that the Consultant feels will have an impact on this project.

This contract will also include the professional services needed to complete the applications for any necessary permits and/or approvals (i.e., State Historic Preservation Office (SHPO), New Jersey Department of Environmental Protection (NJDEP), and any other governmental agency having jurisdiction) and professional services needed to follow up and secure those necessary permits and/or approvals. The agencies named above do not constitute a complete listing of those that may require permits and/or approvals, and the Consultant shall determine the required permits and/or approvals needed.

It is the Consultant's responsibility to include, within this proposal, a review of any and all required permits and/or approvals, including the costs associated with each permit and/or approval, priced separately. The proposal shall include a fixed fee for professional services for each permit and/or approval that may be required, priced separately.

The proposal shall also specify any additional costs (e.g., application fees) associated with each permit and/or approval that may be required, priced separately. The City will only authorize the professional

services for each separate permit and/or approval application if such a permit and/or approval application is required by the State or any other governmental agency having jurisdiction. The City shall not be responsible for reimbursing the Consultant for the portion of an application fee that exceeds the Consultant's estimate in the proposal for each permit required, nor shall the City be responsible for reimbursing the Consultant for an amount above an actual application fee for each permit required, irrespective of the Consultant's estimate.

The Consultant shall be required to reproduce the required number of copies of plans and reports for the State or any other governmental agency having jurisdiction, without any reimbursement, for each permit and/or approval application that may be required.

For bidding purposes, the Consultant shall deliver to the COV: three (3) copies of the construction estimate, five (5) sets of bound plans and specifications, two (2) compact discs with the plans in pdf and dwg format and the specifications in pdf and Microsoft Word format, and three (3) tabloid size sets of the final plans. **Please note that the proposal sheet cannot be bound in the specifications.**

A. Pre-Design

The Pre-Design shall include, but not be limited to:

- Creation and submission of a project schedule utilizing project scheduling software
 - Test pit investigations, as deemed necessary by the Designer
 - Core test investigations, as deemed necessary by the Designer
1. The project schedule shall be created by the Consultant, a copy of which shall be submitted to COV for review and approval. Identification of milestones and critical path tasks is required. The Consultant will be required to provide reports on progress of tasks to COV at least as often as every two weeks. The schedule must allow COV and NJDOT time to review and respond within reasonable times.
 2. The test pits, should they be performed, shall be no larger than 1 square yard and of a depth adequate to judge the underlying soils. The Consultant shall prepare and deliver to the City Engineer a complete 'pavement and soil exploration' report, consisting of findings and confirming the design methodology for the project, if test pits are performed. Pavement cores may also be performed by the consultant as needed.

The Consultant should address any utility concerns. A letter report should identify any utility improvements conflicts which may impact the project design.

B. Coordination

In cooperation with City staff, the consultant shall be responsible for conducting meetings with project stakeholders. The consultant shall participate in and be responsible for the preparation of an agenda and a summary of the following meetings:

- a) Kick-Off Meeting – This meeting shall discuss how the Consultant intends to proceed with project and their schedule to complete the project. This meeting should include the consultant, the Engineering Division, NJDOT, and Bureau of Environmental Program Resources (BEPR).
- b) Site Design Meetings – As needed.

- c) Progress Meetings – These bi-weekly meetings will be held between the Consultant and City Engineering staff. The status updates should describe tasks completed in the past two weeks, upcoming tasks for the next four weeks, any delays that affect the schedule of the project, any assistance that will be needed from stakeholders in the coming weeks.
- d) Stakeholder Meetings – This may include meeting with business groups and Utilities to discuss the improvements and addressing their concerns about impact due to the temporary disruption caused by construction as well as permanent improvements which change the current condition.
- e) Meeting with NJDOT and/or FHWA – This meeting may be a design review or an audit, as dictated by either of these agencies.
- f) Public Information Sessions – As needed. All materials needed for public consumption must be prepared in English and Spanish.

The public information sessions will be coordinated with the COV. The consultant should anticipate attendance at the following meetings: two (2) stakeholder and two (2) public information centers as well as other events identified in the outreach strategy. The consultant is responsible for the preparation of presentation materials (color display boards, presentations, and handouts).

C. Survey and Mapping

A survey is currently being conducted by an outside consultant. The designer shall coordinate with the Engineering Division to obtain the survey and base maps.

The provided information shall be used to perform the project design.

D. Data Collection and Analysis

The Consultant shall perform various data collection and analyses which will include, but is not necessarily limited to:

- Traffic volume counts, including pedestrian and bicyclists counts (7 days)
- Lighting levels
- Analyze and determine appropriate base and surface thicknesses

E. Design Task

The consultant shall perform post-survey/base map field verification and Americans with Disability Act (ADA) compliance review. Concept(s) of proposed safety improvements should be developed and then reviewed with the COV.

In addition to the design plans, the consultant shall prepare the following plans and documents, as appropriate: a stormwater management report, a non-structural strategies report, a stormwater maintenance plan, a budget for maintenance, and legal description(s) for the stormwater management facilities that must be deed restricted and all else necessary to comply with NJAC 7:8 and 7:14. All design documents and calculations shall comply with stormwater rules.

The locations of all sidewalks and curb ramps should be determined to identify all locations where Right of Entry (ROE) and/or easements will be required. Needed drainage improvements, including

storm water inlet relocations and pipe extensions should be assessed. Preliminary construction cost estimates provided by the Project Sponsors for each project will need to be reviewed for their accuracy and should be adjusted accordingly.

The consultant shall prepare construction plans showing geometry, ties, profiles, sections, signing, striping, drainage, and all other details, as required to construct the proposed improvements. Plans for construction of sidewalks, curb extensions, curb ramps, pedestrian crossings and driveways shall be prepared by the consultant as well as plans for bus turnouts and loading areas, as appropriate. Plans for traffic control and construction staging shall be prepared by the consultant in accordance with the current Manual of Uniform Traffic Control Devices (MUTCD).

The consultant is responsible for preparing construction schedules, construction specifications, and construction cost estimates. The consultant shall provide calculations for all contract quantities. NJDOT standard items should be used, when possible, otherwise the consultant shall obtain permission from the Project Sponsors for use of specialty items. Lumping standard construction work into single line items (such as pavement removal or excavation under site clearing) should be avoided.

The consultant shall prepare a design exception report, documentation of ADA ramp compliance, and/or technical infeasible forms. Soil erosion permits and NJDOT Highway Occupancy permits for possible detours shall be prepared and submitted by the consultant. The consultant will also be responsible for preparing Traffic Management Plans.

At a minimum, final submission plans and bid documents shall be developed in accordance with the COV's procedure and shall include the following:

- Title Sheet with Key Map;
- Typical Sections;
- Estimate of Quantities;
- Plan Sheet Layout;
- Construction Plans;
- Grading Plans;
- Ties;
- Profiles;
- Signing and Striping Plans;
- Traffic Control/Detour plans (including pedestrian detour plans);
- Environmental plans (if needed);
- Cross-sections, method of sections, and earthwork summary;
- Construction details for roadway related and structural related items;
- Construction staging plans including work zones, lane reductions and transitions, signal staging, pedestrian staging, and construction sequence;
- Final parcel maps and descriptions, if needed; and
- Stormwater management plans and calculations.
- Specifications and bid proposal package.
- All drawings shall be in accordance with Office of the City Engineer's standard format. (Sample plans to be provided by the City upon request).

A set of the Plans, Specifications, and Estimate (PS&E) shall be provided to the COV by the consultant for review and comment prior to submission to NJDOT Local Aid. To expedite the review process, in-person meetings are strongly recommended. The consultant shall submit a full set of

PS&Es to NJDOT Local Aid after revisions have been made. Once the PS&Es have been reviewed by NJDOT Local Aid, the consultant shall address the comments and prepare revised plans, which will then be provided to the Project Sponsors for review prior to resubmission. To address all comments from NJDOT Local Aid, several rounds of revisions may be required. Once all comments have been received from NJDOT Local Aid and addressed, the consultant shall prepare four (4) sets of PS&Es (two copies for the COV and two copies for NJDOT Local Aid), which shall be complete and ready for public bidding. In addition, an electronic copy of the plans shall be made available for the COV. A PS&E checklist applicable for all state construction projects authorized by NJDOT Local Aid can be found in Appendix B. The final number of copies for bidding requested by the COV shall be provided by the consultant (maximum of 25 sets of plans).

In general, your work effort for the design task shall include as a minimum the following:

1. Utilize design surveys for the purpose of preparing plans to improve the existing roadway as described above or based upon your firm's recommendations. The Consultant shall gather sufficient field information in the Survey and Mapping to properly prepare the plans, set grades to provide a smooth riding surface and positive drainage runoff. The Consultant shall furnish to the City, with the final plans, sufficient survey data to layout the proposed construction.

In addition, the Consultant shall layout the baseline and centerline so that it can easily be transferred by the surveyor performing construction layout when construction starts. The field survey shall be furnished to the City on CD-ROM in a format compatible to the City computer system. The contract documents shall contain provisions for the Contractor to be responsible for construction layout and therefore shall also contain a construction ties sheet(s).

If the Consultant chooses to use aerial photography for planimetric mapping, elevations and vertical control must be obtained in the field using currently accepted conventional methods.

The City will also provide the Consultant with the location of known physical control points and description of said points.

2. Formulate an improvement program based upon your firm's findings from the inspection and survey of the roadway, description of the proposed work as contained within this RFP and from discussions with the City. The Consultant shall prepare a letter report of their findings and recommendations.

3. Prepare design certifications and as needed, design exception report(s) in accordance with the provisions of the NJDOT Procedural Manual. Separate reports are to be generated for each construction contract. The design exception justification report for AASHTO standards should explain why the roadway cannot be designed or built to these standards. In addition, the Consultant shall prepare and sign NJDOT design certification. The reports shall be submitted prior to the submission of the contract documents.

4. Develop complete set(s) of Contract Documents for each roadway improvement project as recommended by your firm and agreed upon by the City. The Contract Documents shall be developed from the base maps produced as the result of the field surveys.

The Contract Documents shall be developed as a dynamic, job specific, specification and shall refrain from being an ambiguous boiler-plated document. The contract documents shall be developed using the English system for the standard of measurement. The supplementary specifications shall be written

using the latest New Jersey Department of Transportation Standard Specifications for Road and Bridge Construction as the base. The specifications shall also include the “Supplementary Specifications for State Aid Projects” and the required “State Attachments”. The Contract Documents shall conform to the requirements of the NJ State Board of Professional Engineers and Land Surveyors in that all contract plan sheets and the title sheet to the specifications shall be signed and sealed by a Professional Engineer, or Land Surveyor, as is appropriate, licensed in the State of New Jersey. The contract plans shall conform to American Association of State Highway and Transportation Officials (AASHTO) and NJDOT standards.

1. *Plans on 24” x 36” sheets prepared on Auto CAD (Version 2018 or better).*
2. *Title Sheet with key map.*
3. *Estimate of quantities sheet.*
4. *Typical Sections & Legend*
5. *Construction Plans*
6. *Grade Sheets and Profiles*
7. *Signing & Striping Plans*
8. *Traffic Control and Detour Plans*
9. *Baseline Tie-Sheets*
10. *Construction Details*
11. *Specifications and bid proposal package.*
12. *All drawings shall be in accordance with Office of the City Engineer’s standard format. (Sample plans to be provided by the City upon request).*

The Consultant will be required to certify that the plans meet and are in conformance with the standards. If these standards cannot be adhered to, design exception reports are to be prepared and submitted for approvals. The Consultant is responsible for all work associated with the design exception reports.

All details and designs shall be performed in accordance with the latest editions of the following:

- a. AASHTO "A Policy on Geometric Design of Highways and Streets, 7th Edition, 2018"
- b. AASHTO "Roadside Design Guide, 4th Edition"
- c. NJDOT Roadway Design Manual
- d. NJDOT Standard Drawings and Guide Sheets
- e. NJDOT Procedures Manual
- f. MUTCD, 11th Edition, 2023
- g. Any other appropriate and recognized guidelines for roadway reconstruction, rehabilitation, repair or design.

The contract plans shall be developed as computer-aided drawings and furnished upon completion to the City in two formats – on CD-ROM in AUTOCAD Civil 3D 2026 compatible format and on signed and sealed copies.

5. The Contract Documents shall also contain detailed maintenance and protection of traffic and pavement markings/striping plans. Traffic control plans shall include, as needed, pedestrian traffic control.

6. Prepare listings of the various impacted utility companies' facilities and what those impacts are. These listings should be made available as soon as possible so as to give the utility companies as much

lead-time as possible to schedule their work.

7. Prepare a detailed engineer's estimate of the construction costs prior to the advertising of the contract documents for public bidding.

Inspection of the construction contract developed because of this project is not part of this request for professional engineering services proposal. A separate RFP will be issued for the construction inspection and management services, or COV will perform the inspection with in-house forces.

The Consultant shall prepare a work program for S. Mill Road that will address improving the quality of the road surface by resurfacing and/or reconstructing; provide for positive drainage runoff, replacing storm sewer infrastructure as needed; and to maintain traffic during construction.

The project shall conform to the federal ADA and any amendments thereof by either federal or state regulations. The COV follows the guidance documents provided by the Public Right-Of-Way Accessibility Guidelines (PROWAG) as it relates to projects of this type.

Concrete driveway aprons shall be constructed at each driveway along the project as needed due to existing condition of driveway apron and/or elevation design conflicts.

The contract documents shall be acceptable to the COV and shall conform to the NJDOT State-Aid Guidelines.

F. Necessary Permitting and/or Approvals

The Consultant shall prepare, submit, and secure all permits and/or approvals, if needed, to complete the project. This may include, but not be limited to NJDOT, NJDEP, and SHPO.

The Consultant may be required to attend multiple pre-application or subsequent meetings regarding the permits and/or approvals. The Consultant will make provisions to attend all meetings to ensure the expeditious acquisition of permits and/or approvals. There shall be no grounds for additional compensation for meetings over and above the anticipated level of service.

The Consultant will be responsible for any application fees. Such application fees should be determined by the Consultant and included in the Cost Proposal as a 'reimbursable expense' that will be reimbursed to the Consultant by the COV. The COV shall only reimburse the Consultant for those permit application fees actually paid up to the values budgeted in the Cost Proposal.

IV. PROPOSAL REQUIREMENTS:

The Consultant is requested to prepare their proposal based upon their interpretation of the scope of services outlined in Section III and the site conditions. The Consultant shall use the cost-plus fixed fee method in computing their fee. Take note that Consultants and Sub-Consultants must have an NJDOT approved Overhead Rate which is to be used in the calculations. The procedure for calculating the fixed fee is included here in Appendix 3.

The Consultant shall prepare a listing of major project tasks and sub-tasks with estimated hours for each task and by job title and permit required, i.e., contract documents development, surveying, SHPO, etc. and to assign the expected average wage rate for that project task and job title. Proposals submitted without a complete man-hour task breakdown will be considered non-responsive and may

be rejected.

The cost proposal shall provide total costs associated with each permit sought, including the associated application fee. Such fees paid by the Consultant shall be reimbursed by the City, provided that the application fee does not exceed the value in the cost proposal.

The Consultant will be expected to furnish to the City three (3) copies of the construction cost estimate, five (5) sets of signed and sealed plans and specifications, two (2) compact discs with the plans and specifications in pdf format, and three (3) tabloid size sets of the final plans. **Please note that the proposal sheet cannot be included on the compact discs and shall not be bound in the specifications.** The Consultant shall also supply all material necessary for the public information meetings. The COV will secure the location(s) of the public information meetings. The Consultant shall also bear in mind the deliverable requirements for the base mapping task of the project.

The Consultant must notify the COV, in writing as soon as it is evident that additional or extra work may be necessary. The Consultant shall follow up the notification as to the estimated costs of the additional or extra work and the reasoning that this additional or extra work is required and why it was not foreseen when the Consultant prepared their proposal. The Consultant shall not proceed with any additional or extra work unless authorized to do so in writing by COV.

A. Elements required in the Technical Proposal include:

1. Technical Proposal – *one (1) original and five (5) hard copies*

- a. Narrative** that reflects understanding of the requirements of the scope of services. (See Section III).
 - A detailed approach to completing the scope of services by task
 - A list and description of deliverables by task
 - Identification of any issues or problems with the requirements of the scope of services and how they can be remedied
 - Community involvement process
- b. Staffing Plan** that provides a detailed description of the work team and estimated hours required to complete the project, without cost information (see Appendix 2).
 - Company organization
 - Staff names
 - Job titles
 - Person-hour requirements by task
 - Dollar figures, however, should only be included in the Cost Proposal.
- c. Project Schedule** that indicates project milestones, deliverables, and key meetings using a Notice to Proceed as “Day 0.” Schedule should anticipate review time by other agencies and committees, but time allotments for work under the control of the Consultant will be regarded as a commitment.
- d. Firm Qualifications** that document qualifications of the Consultant and any sub-Consultants and subcontractors.
 - Organizational chart of the firm or firms with brief descriptions of their role in the project

- Firm profile with description of facilities, number of offices, employees in each office, any special equipment, and other factors, (knowledge, skills, etc.) that may affect the delivery of the required services.
- Location of the office that will be performing the work on the project.
- Work history with list of similar work, including name and telephone number of clients, and a full description of the services provided by the firm.

Note: While the employee's resume and the firm's list of similar work may include the same project(s), please avoid duplication. The objective is to describe the employee's role in the project in the resume and the type of services in the firm's list of examples of similar work.

- e. **Staff Qualifications** that document qualifications and experience of the staff of the Consultant and any sub-Consultants or subcontractors.
 - Resumes of all professional staff included in the Staffing Plan, organized by firm.

(Note: Persons performing cultural resources analysis, if required, must meet the requirements of 36 CFR 61.5, and engineering services must be by persons duly qualified by NJDOT)
- f. **Equal Employment Opportunity Statement** (see Section VII).

B. Elements required in the Cost Proposal:

1. **Cost Proposal - one (1) original and five (5) hard copies in a sealed envelope, separate from the Technical Proposal**
 - a. **Total Costs** of each task detailed in the scope of services.
 - b. **Breakdown of All Other Charges**, such as fringe benefits, overhead, profit, etc., yielding a total project cost.
 - c. **Breakout Costs Associated with Permitting and/or Approvals** – man-hours and fees (authorization will be dependent on pre-application meeting findings and final design).
 - d. **Cost Plus Fixed Fee Calculation Sheet**
 - e. **Staffing Plan (see Appendix 2)** with dollar values (a detailed description of the work team and their estimated hours required on the project).
 - Staff name
 - Company/organization
 - Job title
 - Person-hour requirements by task
 - Hourly rates
 - f. **Reimbursable Expenses**

The Consultant shall include, within his or her price proposal, a detailed list of expenses, which shall be limited to the following categories:

- Plan reproduction for bidding purposes.
- Copies of proposal and technical specifications for bidding purposes.
- Test pit costs.

- Permit and/or approval application fees.

Copies of plans and specifications and reports, submitted to the State or any other governmental agency having jurisdiction, shall not be a reimbursable expense. Drafts of plans or specifications or reports submitted to the COV also shall not be a reimbursable expense. There shall be no direct expenses paid by the COV other than the above four (4) categories.

V. CONSULTANT SELECTION

Negotiations and award of the contract will be to the firm that provides the most advantageous proposal based on the criteria outlined below. The COV reserves the right to reject any and all proposals.

LATE PROPOSALS WILL NOT BE EVALUATED.

Consultant selection is a two-step process. First, based on an assessment of the technical proposals of responding firms, the COV will select the firm best suited to carry out the scope of services, as outlined in Section III. The content of the proposals may be the sole basis upon which a selection is made, or the selection committee, at its discretion, may request additional information. The selection committee may also, at its discretion, request that up to three (3) firms appear for interviews to present relevant details of their proposals and to introduce key staff. As the selection of the firm is based solely on technical qualifications, the budget for the scope of services is not material to selecting the most qualified firm.

The following weighted criteria have been established to guide the evaluation of technical proposal:

A. Technical Proposal

- 1. Technical Approach** (Criterion weight: 45 percent)
 - a. Demonstrate a clear understanding of the effort and products required.
 - b. Explicit consideration of the tasks listed in Section III – Scope of Services.
 - c. Innovations or efficiencies to be used in completing the project with descriptions of how they add value to the project.
 - d. Demonstrate an ability to perform needed tasks and meet stated completion date.
 - e. Quality, clarity, thoroughness in addressing required tasks and submission guidelines.
 - f. Demonstrate the ability to complete the project within the schedule stated in this document.
- 1. Firm Qualifications** (Criterion weight: 25 percent)
 - a. Demonstrate successful experience of the firm or team (particularly recent) on similar projects.
 - b. Demonstrate expertise in specialized areas required for the project.
 - c. Firm(s) references submitted with proposal.
 - d. Availability of resources needed to successfully complete the project.

2. Staff Qualifications (Criterion weight: 30 percent)

- a. Staffing plan demonstrates staff's ability (particularly the project manager) to successfully complete the project.
- b. Resumes demonstrate staff's experience (particularly the project manager) successfully implementing similar projects.
- c. Location of office that will be performing the work on the project.

B. Cost Proposal

The COV will review proposals based solely on the merits of the Technical Proposals and their adherence to the goals and requirements laid out in this RFP, in conformity with the Brooks Act. Only after selection of a top proposal will the separate sealed cost proposal be opened.

The second step in the Consultant selection process is that the COV will negotiate a price with the selected firm if the cost proposal of the selected firm exceeds the amount of funding available. If the COV cannot negotiate an acceptable contract with the selected firm, negotiations will be terminated and the COV will initiate discussions with the second ranked firm.

The Consultant selection and negotiated contract are subject to approval by the U.S. Department of Transportation in accordance with its policies and procedures.

C. Policy

'Regulations of the Department of Transportation Relative to Non-Discrimination in State Assisted Projects of the Department of Transportation (49 CFR Part 21)' will also be made a part of the agreement resulting from this RFP. The Consultant and all sub-Consultants and subcontractors shall not discriminate based on race, color, national origin or sex in the award and performance of state assisted contracts.

D. Consultants Documentation

The Consultant cannot discriminate based on race, color, national origin, or sex in the award and performance of state assisted contracts.

If, at any time, the Consultant intends to subcontract or modify any portion of the work already under contract or intends to purchase material or lease equipment not contemplated during the original preparation of their proposal, they must notify the COV in writing.

VI. EQUAL EMPLOYMENT OPPORTUNITY PROVISION

- A. The Consultant and all sub-Consultants and subcontractors shall not discriminate based on race, color, national origin, or sex in the award and performance of this contract.
- B. The Consultant and all sub-Consultants and subcontractors must demonstrate a commitment to the effective implementation of an affirmative action plan or policy on equal employment opportunity. The Consultant and all sub-Consultants and subcontractors must ensure equal employment opportunity to all persons and not discriminate against any employee or applicant for employment

because of race, color, religion, sex, national origin, physical disability, mental disorder, ancestry, marital status, criminal record, or political beliefs. The Consultant and all sub-Consultants and subcontractors must uphold and operate in compliance with Executive Order 11246 and as amended in Executive Order 11375, Titles VI and VII of the Civil Rights Act of 1964, the Equal Employment Opportunity Act of 1972, and the Fair Employment Practices Act.

- C. In response to this RFP, the Consultant should furnish a detailed statement relative to its Equal Employment Opportunity practices and any statistical employment information that it deems appropriate, relative to the composition of its work force, including that of all sub-Consultants and subcontractors.

VII. INSURANCE REQUIREMENTS

- A. The Consultant shall carry and maintain in full force and effect for the duration of this contract, and any supplement thereto, appropriate insurance. The Consultant shall submit to the COV a Certificate of Insurance indicating the existence of the coverage required. Policies shall be issued by an insurance company authorized to do business in the State of New Jersey and shall be approved by the COV.
- B. Insurance similar to that required for the Consultant shall be provided by or on behalf of all sub-Consultants and subcontractors to cover the work to be performed by them under this contract.
- C. The insurance coverage under such policy or policies shall not be less than specified herein.
 - 1. Worker's Compensation and Employer's Liability:
 - a) Each Accident \$ 100,000
 - b) Disease-Each Employer \$ 100,000
 - c) Disease Policy Limit \$ 500,000
 - 2. Comprehensive General Liability:
 - a) Bodily Injury
 - Each Person \$ 250,000
 - Each Occurrence \$1,000,000
 - b) Property Damage
 - Each Person \$1,000,000
 - Aggregate \$2,000,000
 - 3. Comprehensive Automobile Liability:
 - a) Bodily Injury
 - Each Person \$ 500,000
 - Each Occurrence \$1,000,000
 - b) Property Damage
 - Each Occurrence \$ 250,000
 - 4. Professional Liability Insurance:
 - a) Claims made/aggregate \$1,000,000

- D. The Certificate of Insurance need not be submitted with the proposal. The Consultant, however, shall not be issued a Notice to Proceed until evidence of the insurance coverage required has been received, reviewed, and accepted by the COV.

Appendix 1:

Sample Staffing Plan in Technical and Cost Proposals

SAMPLE STAFFING PLAN IN TECHNICAL PROPOSAL

(**DO NOT** include any cost information in your Technical Proposal)

Staff Name	Title	Hours per Task								Total Hours
		First task	Second task	Third task	Fourth task	Fifth task	Sixth task	Seventh task	Eighth task	
		1	2	3	4	5	6	7	8	
Company 1										
[Name]*	Project Manager	25	0	20	0	15	0	41	0	70
[Name]*	Planner 1	5	0	4	0	2	3	1	4	19
Company 1 Subtotal		30	0	24	0	17	3	42	4	89
Company 2										
[Name]*	Technician 1	0	8	0	2	0	0	0	0	10
[Name]*	Technician 2	0	6	0	4	0	0	0	0	10
Company 2 Subtotal		0	14	0	6	0	0	0	0	20
Sub-Total Hours		30	14	24	6	17	3	42	4	119

* Staff Name should generally be included; however, staff title may be substituted, where appropriate

STAFFING PLAN IN COST PROPOSAL

A Staffing Plan identical to the one in the Technical Proposal should also be included in the Cost Proposal. In the Cost Proposal, however, the Staffing Plan should include billable rates and cost totals for each staff member and firm.

Note: All titles, numbers, number of companies, etc. used in this table are illustrative only. The table is only used to show the types of information required in each Staffing Plan. Format may differ from the table shown above as long as it includes, at a minimum, the information shown above. **DO NOT** include any cost information in your Technical Proposal.

Appendix 2:

Procedure For Calculating Fixed Fee

PROCEDURE FOR CALCULATING FIXED FEE

The following procedure is to be used to calculate a fixed fee to be used as the basis for negotiations.

Fixed fees are firm, no-risk, dollar amounts established to cover the consultant's profit and business expenses not allocable to overhead. Fixed fees are negotiated on facts pertinent to the specific project, including: size, complexity, duration and degree of risk. Fixed fees are not solely based on a percent of salaries plus overhead. The expression of fee as a percent of consultant costs is only used as a test of the prudence of the fee proposal. The fixed fee is negotiated separate from other costs.

EVALUATE PROJECT SPECIFICS

1. **Size**

- a. Small - Project having a total estimated fee of \$500,000 or less.
- b. Large - Projects having a total estimated fee of more than \$500,000.

2. **Complexity**

- a. Simple - Projects having limited scopes of work such as resurfacing, bridge deck patching, restoration, and construction inspection.
- b. Standard - Projects of moderate scope such as rehabilitation, new or reconstruction.
- c. Complex - Multi-disciplined, highly specialized projects such as major/unusual.

3. **Duration**

- a. Standard - Projects with a schedule considered appropriate for project size and complexity. The standard schedule shall be developed by the Project Manager prior to Consultant Selection in accordance with the NJDOT Procedures Manual.
- b. Aggressive - Projects where the Designer has proposed a design schedule reduced by more than 10% of the standard schedule developed by the Project Manager.

4. **Degree of Risk**

- a. Level 1 - Contracts with low risk of claims or lawsuits. Contracts which typically would fall in this category include studies, surveys, systems management, landscape, inspections, etc.

19.3-12

-
- b. Level 2 - Contracts with average risk of claims or lawsuits. Contracts which typically fall in this category include most designs of standard complexity and duration. The risk of claims or lawsuits may increase with public exposure. For example, a small resurfacing project with a Level 1 schedule could be classified as a Level 2 degree of risk if the roadway has a high truck percentage, is heavily traveled, and if a complex maintenance of traffic plan or night work may be required.
 - c. Level 3 - Contracts with high risk of claims or lawsuits. Contracts which fall in this category include those involving hazardous materials, experimental designs or bonus/ penalty clauses. Factors affecting Level 1 and 2 categories also affect Level 3.

RATING PROJECT SPECIFICS

- 1. **Size**
 - a. Small - 15
 - b. Large - 20
- 2. **Complexity**
 - a. Simple - 10
 - b. Standard - 15
 - c. Complex - 20
- 3. **Duration**
 - a. Standard - 15
 - b. Aggressive - 20
- 4. **Degree of Risk**
 - a. Level 1 - 20
 - b. Level 2 - 30
 - c. Level 3 - 40

FIXED FEE DETERMINATION PROCEDURE

- 1. Add the rating points assigned to each criteria and divide by 100 (maximum points available) to determine the project specifics factor.
- 2. Multiply the project specifics factor times 0.30 to determine the fee factor.

19.3-13

3. Multiply the fee factor times the estimated direct labor costs to obtain the total fee.
4. Negotiate based on the above figure.
5. Upon completion of successful negotiations, verify that the final Fixed Fee falls within the allowable Federal Acquisition Regulations range of 6 to 15 percent. This verification must use the Consultant's actual interim overhead rate as approved by the Bureau of Auditing.

EXAMPLES

1. A highway design project with typical project specific ratings would include small size, standard complexity and duration with average risk of claims. The estimated consultant direct labor is \$200,000. The consultant's approved interim overhead rate of 120%.

Add rating points: $15 + 15 + 15 + 30 = 75$

Project specifics factor: $75/100 = 0.75$

Fee factor: $0.75 \times 0.30 = 0.225$

Total fee: $0.225 \times \$200,000 = \$45,000$

Assume negotiations result in a final Fixed Fee of \$45,000.

Therefore,

\$200,000	Direct Labor
\$240,000	Overhead
<u>\$ 45,000</u>	<u>Fixed Fee</u>

\$485,000 Total plus Direct Expenses

Verify Fixed Fee range: $\$45,000 \text{ divided by } \$440,000 \times 100\% = 10.2\%$

2. A highway design project with minimum project specific ratings. The estimated consultant direct labor is \$100,000. The consultant's approved interim overhead rate is 120%.

Add rating points: $15 + 10 + 15 + 20 = 60$

Project specifics factor: $60/100 = 0.60$

Fee factor: $0.60 \times 0.30 = 0.180$

Total fee: $0.180 \times \$100,000 = \$18,000$

Assume negotiations result in a final Fixed Fee of \$18,000.

Therefore,

\$100,000	Direct Labor
\$120,000	Overhead
<u>\$ 18,000</u>	<u>Fixed Fee</u>

\$238,000 Total plus Direct Expenses

19.3-14

Verify Fixed Fee range: \$18,000 divided by \$220,000 x 100% = 8.2%

3. Assume complex project with maximum project specific ratings. The estimated consultant direct labor is \$500,000. The consultant's approved interim overhead rate is 140%.

Add rating points: $20 + 20 + 20 + 40 = 100$

Project specifics factor: $100/100 = 1.00$

Fee factor: $1.00 \times 0.30 = 0.30$

Total fee: $0.30 \times \$500,000 = \$150,000$

Assume negotiations result in a final Fixed Fee of \$150,000.

Therefore,

\$500,000	Direct Labor
\$700,000	Overhead
<u>\$150,000</u>	<u>Fixed Fee</u>

\$1,350,000 Total plus Direct Expenses

Verify Fixed Fee range: \$150,000 divided by \$1,200,000 x 100% = 12.5%

4. Assume the above consultant's approved interim overhead rate is 110%. Total fee calculation would remain unchanged.

Therefore,

\$500,000	Direct Labor
\$550,000	Overhead
<u>\$150,000</u>	<u>Fixed Fee</u>

\$1,200,000 Total plus Direct Expenses

Verify Fixed Fee range: \$150,000 divided by \$1,050,000 x 100% = 14.3%

City of Vineland

Revised Contract Language for BRC Compliance

Goods and Services Contracts (including Purchase Orders)

***Construction Contracts (including Public Works related Purchase Orders)**

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

1. The contractor shall provide written notice to its subcontractors and suppliers to submit proof of business registration to the contractor;
2. Subcontractors through all tiers of a project must provide written notice to their subcontractors and suppliers to submit proof of business registration and subcontractors shall collect such proofs of business registration and maintain them on file;
3. Prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors and suppliers or attest that none was used;
4. During the term of this contract, the contractor and its affiliates shall collect and remit and shall notify all subcontractors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sale of tangible personal property delivered into this State.

Pursuant to J.J.S.A. 54:49-4.1, a business organization that fails to provide a copy of a business registration as required, or that provides false business registration information, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000, for each proof of business registration not properly provided under a contract with a contracting agency. Information on the law and its requirements is available by calling (609) 292-9292.

NEW JERSEY BUSINESS REGISTRATION

Pursuant to P.L. 2004, c.57, all consultants (both in-state and out-of-state) must obtain a Business Registration Certificate (BRC) from the New Jersey Department of the Treasury, Division of Revenue prior to conducting business with the NJTPA. A consultant or sub-consultant who fails to submit a copy of a valid BRC in accordance with the statute will be held liable for monetary penalties in accordance with N.J.S.A. 54:49-4.1. Questions regarding how to obtain a BRC can be directed to the New Jersey Division of Revenue at (609) 292-1730. The business registration form (Form NJ-REG) can be found online at:

<http://www.state.nj.us/treasury/revenue/busregcert.shtml> or

<http://www.state.nj.us/treasury/revenue/gettingregistered.shtml>

Sample New Jersey Registration Certificates:

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE		DEPARTMENT OF TREASURY/ DIVISION OF REVENUE PO BOX 252 TRENTON, N J 08646-0252
TAXPAYER NAME:	TRADE NAME:	
TAXPAYER IDENTIFICATION#:	SEQUENCE NUMBER:	
ADDRESS:	ISSUANCE DATE:	
EFFECTIVE DATE:	<i>John S. Tully</i> Acting Director	
FORM-BRC(08-01)	This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.	

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE	
Taxpayer Name:	TAX REG TEST ACCOUNT
Trade Name:	
Address:	847 ROEBLING AVE TRENTON, NJ 08611
Certificate Number:	1093907
Date of Issuance:	October 14, 2004
For Office Use Only:	
20041014112823533	

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq. (P.L. 1975, c. 127)

N.J.A.C. 17:27 et seq.

GOODS, GENERAL SERVICE AND PROFESSIONAL SERVICES CONTRACTS

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

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

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

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

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

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

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

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

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

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

Letter of Federal Affirmative Action Plan Approval;

Certificate of Employee Information Report; or

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

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase and Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase and Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to **N.J.A.C. 17:27-1 et seq.**

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

The contractor and the City of Vineland, (hereafter "City") do hereby agree that the provisions of Title II of the Americans with Disabilities Act of 1990 (the "Act") (42 U.S.C. SJ 21 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the City pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the City in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the City, 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 City's grievance procedure, the contractor agrees to abide by any decision of the City which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the City, or if the City 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 City 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 City or any of its agents, servants, and employees, the City shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the City or its representatives.

It is expressly agreed and understood that any approval by the City of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the City pursuant to this paragraph.

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

NEW JERSEY ANTI-DISCRIMINATION PROVISIONS
NJ.S.A.10:2-1 ET SEQ.

Pursuant to NJ.S.A. 10:2-1, if awarded a contract, the contractor agrees that:

- A. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;
- B. No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;
- C. There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and
- D. This contract may be canceled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract.

**PLEASE USE THE
FOLLOWING DOCUMENTS
WHEN SUBMITTING YOUR
PROPOSALS.**

STATEMENT OF AUTHORITY

COV RFP # 2026-35

RFP SUBMITTED FOR:

COMPANY: _____

ADDRESS: _____

RFP SUBMITTED BY: _____

(Print Name of Company Officer)

SIGNATURE: _____

(Signature of Company Officer)***

TITLE: _____ DATE: _____

TELEPHONE: _____ EXT: _____

FACSIMILE: _____

EMAIL ADDRESS: _____

TAXPAYER IDENTIFICATION NUMBER: _____

***** The RFP must be signed by a Company Officer in order to be accepted by the City as a valid RFP. Failure to sign the RFP shall cause the RFP submission to be rejected as non-responsive.**

PROPOSAL CHECKLIST

COV RFP # 2026-35

The following checklist is provided as assistance to the development of the RFP response. It in no way supersedes or replaces the requirements of the RFP. Please initial on the lines below for each document/section attesting to the fact that you have read and/or included the documents with your RFP.

General Requirements/Instructions	_____
Scope of Work	_____
Proposal requirements	_____
Evaluation Criteria	_____
Acknowledgment of Receipt of Addenda	_____
Statement of Ownership Disclosure	_____
Statement of Authority	_____
EEO/Affirmative Action Compliance Notice	_____
Affirmative Action Mandatory Language	_____
Americans with Disabilities Act Mandatory Language	_____
Disclosure of Investment Activities in Iran	_____
Prohibited Activities in Russia or Belarus	_____
Non-Collusion Affidavit	_____

STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: _____

Organization Address: _____

Part I

Check the box that represents the type of business organization:

- ☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- ☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- ☐ For-Profit Corporation (any type)
- ☐ Limited Liability Company (LLC)
- ☐ Partnership
- ☐ Limited Partnership
- ☐ Limited Liability Partnership (LLP)
- ☐ Other (be specific): _____

Part II

- ☐ The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

OR

- ☐ No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Address

Part III**DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II**

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above**. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Address

Part IV**Certification**

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the _____ is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with _____ to notify the _____ in writing of any changes to the information contained herein; 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 am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the _____ to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):		Title:	
Signature:		Date:	

AFFIRMATIVE ACTION COMPLIANCE NOTICE
N.J.S.A. 10:5-31 and N.J.A.C. 17:27

GOODS AND SERVICES CONTRACTS
(INCLUDING PROFESSIONAL SERVICES)

This form is a summary of the successful bidder's requirement to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et seq.

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

The successful vendor(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 vendor copy is retained by the vendor.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.1 et seq. and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et seq.

COMPANY: _____ SIGNATURE: _____

PRINT NAME: _____ TITLE: _____

DATE: _____

**FAILURE BY BIDDER TO COMPLETE AND RETURN THIS NOTICE WITH THEIR BID SUBMISSION
SHALL BE CAUSE FOR THEIR BID TO BE REJECTED AS NON-RESPONSIVE**

CITY OF VINELAND
ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

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

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Dated	Acknowledge Receipt (initial)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

☐ **No addenda were received:**

Acknowledged for: _____
(Name of Bidder)

By: _____
(Signature of Authorized Representative)

Name: _____
(Print or Type)

Title: _____

Date: _____



DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE AND PROPERTY
33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW JERSEY 08625-0230

BID SOLICITATION # AND TITLE: _____

VENDOR NAME: _____

Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must certify that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the New Jersey Department of the Treasury's Chapter 25 List as a person or entity engaged in investment activities in Iran. The Chapter 25 list is found on the Division's website at <https://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Vendors/Bidders must review this list prior to completing the below certification. If the Director of the Division of Purchase and Property finds a person or entity to be in violation of the 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 party.

CHECK THE APPROPRIATE BOX

☐ I certify, pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4), that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List of entities determined to be engaged in prohibited activities in Iran.

OR

☐ I am unable to certify as above because the Vendor/Bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List. I will provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, has engaged in regarding investment activities in Iran by completing the information requested below.

Entity Engaged in Investment Activities
Relationship to Vendor/ Bidder
Description of Activities

Duration of Engagement
Anticipated Cessation Date

**Attach Additional Sheets If Necessary.*

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I may be subject to criminal prosecution under the law, and it will constitute a material breach of my contract(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

Signature

Date

Print Name and Title



CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS

Pursuant to N.J.S.A. 52:32-60.1, et seq. ([L. 2022, c. 3](#)) any person or entity (hereinafter "Vendor") that seeks to enter into or renew a contract with a State agency for the provision of goods or services, or the purchase of bonds or other obligations, must complete the certification below indicating whether or not the Vendor is identified on the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, available here: <https://sanctionssearch.ofac.treas.gov/>. If the Department of the Treasury finds that a Vendor has made a certification in violation of the law, it shall take any 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 party.

I, the undersigned, certify that I have read the definition of "Vendor" below, and have reviewed the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, and having done so certify:

(Check the Appropriate Box)

- ☐ A. That the Vendor is not identified on the [OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus](#).
- OR**
- ☐ B. That I am unable to certify as to "A" above, because the Vendor is identified on the [OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus](#).
- OR**
- ☐ C. That I am unable to certify as to "A" above, because the Vendor is identified on the [OFAC Specially Designated Nationals and Blocked Persons list](#). However, the Vendor is engaged in activity related to Russia and/or Belarus consistent with federal law, regulation, license or exemption. A detailed description of how the Vendor's activity related to Russia and/or Belarus is consistent with federal law is set forth below.

(Attach Additional Sheets If Necessary.)

Signature of Vendor's Authorized Representative

Date

Print Name and Title of Vendor's Authorized Representative

Vendor's FEIN

Vendor's Name

Vendor's Phone Number

Vendor's Address (Street Address)

Vendor's Fax Number

Vendor's Address (City/State/Zip Code)

Vendor's Email Address

ⁱ Vendor means: (1) A natural person, corporation, company, limited partnership, limited liability partnership, limited liability company, business association, sole proprietorship, joint venture, partnership, society, trust, or any other nongovernmental entity, organization, or group; (2) Any governmental entity or instrumentality of a government, including a multilateral development institution, as defined in Section 1701(c)(3) of the International Financial Institutions Act, 22 U.S.C. 262r(c)(3); or (3) Any parent, successor, subunit, direct or indirect subsidiary, or any entity under common ownership or control with, any entity described in paragraph (1) or (2).

NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY

COUNTY OF _____

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

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

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

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

(SIGNATURE)

(Also type or print name of affiant
under signature)

Subscribed and sworn to before me this

_____ day of _____ 2026

Notary Public of

My Commission Expires _____

COMPANY _____