

## CITY OF BURLINGTON



### Notice of Request for Proposals and Qualifications for Professional Service Contracts

**NOTICE IS HEREBY GIVEN THAT SEALED PROPOSALS AND QUALIFICATIONS** will be received by the City of Burlington's (hereafter referred to as the "City") Governing Body and Land Use Board Commission for Professional Services for the term of January 1, 2025, through December 31, 2025, for the following services:

#### **GOVERNING BODY**

##### ATTORNEYS

1. Tax Foreclosure & Bankruptcy Counsel

##### *Pool of Attorneys for Special Projects:*

2. Alcoholic Beverage Control Counsel

#### **LAND USE BOARD**

3. Land Use Board Engineer
4. Land Use Board Planner

Specifications for the Request for Proposals and Qualifications may be obtained from the on City's website at [www.burlingtonnj.us](http://www.burlingtonnj.us) under the quick link Bids/RFPs or requested via email to Zoraida Pagan at [zpagan@burlingtonnj.us](mailto:zpagan@burlingtonnj.us) for email delivery or pick-up.

All RFP/RFQ must be submitted in a sealed envelope that clearly specifies the Professional Services for which the RFP/RFQ to: Johanna Conyer, Business Administrator, Burlington City Hall, 525 High Street, Burlington, New Jersey 08016.

#### **PLEASE NOTE THE FOLLOWING:**

If you are submitting a proposal for more than one (1) discipline of a specific Professional Service, please submit only one (1) proposal for that Professional Service and list all the disciplines you are bidding on.

**RFP/RFQ DEADLINE: Friday, February 14, 2025, at 10:00 am**, at which time the proposals and qualification submittals will be opened and publicly read aloud in the Council Chambers of Burlington City Hall at 525 High Street, Burlington, New Jersey 08106. Submittals received after the designated time shall be deemed unresponsive and shall not be opened.

**QUESTIONS:** Written Inquiries regarding the RFP/RFQ shall be submitted to Johanna S. Conyer, Business Administrator via regular mail at Burlington City Hall, 525 High Street, Burlington, NJ 08016 or emailed to Zoraida Pagan at [zpagan@burlingtonnj.us](mailto:zpagan@burlingtonnj.us) by **4:00 pm, on January 31, 2025**. No oral response to any questions by any City employee or agent shall be binding on the City or in any way considered to be a commitment by the City.

**ADDENDA:** During the RFP/RFQ preparation and response period, the City may issue an addenda, including amendments for answers to written inquiries. Those addenda will be noticed by the City and will constitute a part of the RFP/RFQ. The addenda shall be issued by **Friday, February 5, 2025**.

All RFP/RFQ's are being solicited through a fair and open process in accordance with N.J.S.A. 19:44A:20.5 et seq. If awarded a contract, your company/firm shall be required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et. seq.

## GENERAL INFORMATION

1. The City of Burlington reserves the right to revise any part of the RFP/RFQ by issuing an addendum to the RFP/RFQ.
2. Issuance of this RFP/RFQ in no way constitutes a commitment by City of Burlington to award a contract. City of Burlington reserves the right to accept or reject, in whole or part, all qualifications statements submitted and/or cancel this announcement if it is determined to be in the City of Burlington's best interest.
3. City of Burlington is not liable for any costs incurred by prospective proposer/respondent prior to issuance of or entering into a contract. Costs associated with developing the qualifications statement, preparing for oral presentations, and any other expenses incurred by the proposer/respondent in responding to this RFP/RFQ are entirely the responsibility of the proposer/respondent, and shall not be reimbursed in any manner by City of Burlington.
4. City of Burlington shall not be liable for any errors in qualifications statements. City of Burlington reserves the right to make corrections or amendments to the RFP/RFQ due to errors identified in qualifications statements by City of Burlington or the proposer/respondent. City of Burlington at its option, has the right to request clarification or additional information from the proposer/respondent; if requested, such information shall be provided within fourteen (14) days of request.
5. City of Burlington reserves the right to enter into a Contract without further discussion of the qualifications statement submitted based on the initial offer received. City of Burlington reserves the right to contract for all or a partial list of services offered in the qualifications statement. The RFP/RFQ and qualifications statement of the selected proposer/respondent shall become part of any contract initiated by City of Burlington.
6. The selected proposer/respondent shall be expected to enter into a contract. In no event shall a proposer/respondent submit its own standard contract terms and conditions as a response to this RFP/RFQ. If the selected proposer/respondent fails to sign all contract documents within ten(10) calendar days of delivery, City of Burlington may elect to cancel the award and award the contract to another proposer/respondent.
7. Pay to Play: The proposer/respondent is 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 proposer/respondent receives contracts in excess of \$50,000 from public entities in a calendar year. It is the proposer/respondent'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](http://www.elec.state.nj.us).

## **I. PROPOSAL CONTENTS**

Proposals should include the following minimum information:

1. Cover letter
2. The experience and qualifications of the firm and/or key personnel in each of the areas specified in the scope of work. This should include experience in representing municipalities or similar agencies in such areas as well as general experience in serving in positions similar to the one being sought. Resumes and Biographies' of all key personnel.
  - a. Experience with and knowledge and familiarity of the Municipality and the subject matters of the Scope of Work as they relate to the Municipality.
  - b. Resources available to the firm/candidates and ability to perform the scope of work in a timely, efficient and professional manner without the need to outsource.
  - c. Availability to accommodate required meetings.
  - d. Other factors shown to be beneficial to the municipality.
  - e. Compensation Proposal. As it is difficult to estimate the total number of hours that will be required to perform the scope of work and for fair comparison, candidates are to provide the following information concerning compensation and cost:
    - A. The hourly rate and/or flat rate to be charged with respect to each area of service within the Scope of Work. If a different rate or fee will be charged depending upon level of experience or standing, such as partner, associate, etc., such should be specified. The flat rate to be charged should be broken down with respect to each area of service within the Scope of Work.
    - B. In the event the rates and fees vary over the course of the anticipated contract, the proposed rates/fees should be reflected as applicable to each relevant time period.
    - C. The items of costs to be charged such as telephone, copy, facsimile, postage and delivery charges together with the manner and/or rates to be charged.
  - f. Copy of New Jersey Business Registration Certificate. All firms (and their subcontractors) competing for Municipal contracts must provide a copy of their Business Registration Certificate at the time the proposal is submitted.
  - g. Completed Bid Proposal Form (page 9)

- h. Completed Affirmative Action Compliance Notice (page 20)
  - i. Acknowledged Appendix "A" Americans with Disabilities Act Form (page 21)
  - j. Completed Disclosure of Activities in Iran Form (page 22)
  - k. Completed Statement of Ownership Disclosure (page 24-26)
  - l. Completed New Jersey Debarred List Affidavit (page 27)
  - m. Completed Non-Collusion Affidavit (page 28)
  - n. Acknowledgment of Receipt of Addenda Form (page 29)
  - o. Submit One (1) Original and Two (2) Copies of the proposal.
3. The proposed supervisory and proposed personnel intended to be used to provide the services required by the scope of work and general manner in which personnel will be used to address the Scope of Work.
4. Existing positions or contracts with the municipality.

## **II. INSURANCE**

Prior to the commencement of a contract, the successful proposer/respondent will be required to furnish a copy of their professional liability insurance certificate evidencing valid insurance coverage. Insurance coverage should be in place at the start of the contract term and must be maintained continuously for the duration of the contract. Any lapses in insurance coverage must be reported to the City immediately. The successful proposer/respondent shall procure insurance coverage against claims that may arise from, or in connection with the performance of the work hereunder by the successful proposer/respondent, his agents, representatives, employees or sub-contractors. The successful proposer/respondent shall keep all the required insurance in force continuously pursuant to their responsibility described in the contract, including any and all extensions. The successful proposer/respondent shall pay all costs, premiums, and charges earned and payable under the required insurance. For the purpose of this exhibit: the term "successful proposer/respondent" shall also include their respective agents, representatives, employees or sub-contractors; and the term "City of Burlington" (or "City") shall include their respective officers, agents, officials, employees, volunteers, boards and commissions.

## **III. AFFIRMATIVE ACTION**

All contracts issued by a Public Agency must contain the mandatory affirmative action language set forth in N.J.A.C. 17:27 et seq. For all goods, general services and professional services vendors, Public Agency contracts must include the affirmative action language of Exhibit A which is included with this RFP/RFQ.

P.L. 1975, C. 127 (N.J.A.C. 17:27) Mandatory Affirmative Action Language for Procurement, Professional and Service Contracts; during the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant

for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting 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, sex, affectional or sexual orientation.

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

The contractor or subcontractor, where applicable, agrees to comply with the regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time. The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, 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.

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

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office 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 Affirmative

Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

The contractor has attached a copy of their current “Certificate of Employee Information Report” to this Agreement; or contractor agrees to complete the Affirmative Action Employee Information Report, form AA-302 and forward same to the Affirmative Action Office within thirty (30) days of the date of this Agreement.

#### **IV. EVALUATION CRITERIA for RFP/RFO’s**

REVIEW AND AWARD Proposals will be evaluated by a committee in accordance with the criteria set forth in this Request for Proposals and Qualifications. Award will be based upon selection, appointment and recommendation of and by the Mayor with the advice and consent of the Common Council of the City of Burlington to be provided by resolution of the Common Council adopted at a public meeting of the Common Council.

1. **Maximum 40 Points:**  
Proven Experience and Knowledge with NJ Public Entities as pertaining to the scope of work.
2. **Maximum 20 Points:**  
Qualifications and Experience of Staff
3. **Maximum 20 Points:**  
Proposers Approach to Providing the Requested Services
4. **Maximum 10 Points:**  
Availability to Attend in-Person Required Meetings
5. **Maximum 10 Points:**  
Cost/Fees:

**BID PROPOSAL FORM**

\_\_\_\_\_  
(Contract Title and Bid Number, if applicable)

\_\_\_\_\_  
(Description of goods/services being bid)

The undersigned proposes to furnish and deliver the above goods/services pursuant to the RFP/RFQ specification and made part hereof:

\_\_\_\_\_  
Amount in words

\$ \_\_\_\_\_  
Amount in numbers

\_\_\_\_\_  
Company Name

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

\_\_\_\_\_  
Address

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

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

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

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
E-mail address



## **GOVERNING BODY**

### **ATTORNEYS**

#### **1. Tax Foreclosure & Bankruptcy Counsel (3 copies)**

##### **SCOPE OF WORK**

Handle all the city's Legal Services for In-Rem Tax Foreclosures and represent the City as creditors in all Bankruptcy Court Proceedings, upon direction of the Solicitor/Director of Law.

##### ***Pool of Attorneys for Special Projects:***

*The City of Burlington is requesting RFP/RFQ statements for legal services for the purpose of establishing a "pool" of qualified attorneys capable of handling special projects on an as-needed basis, or in the case of any conflict that may arise requiring such services.*

#### **2. Alcoholic Beverage Control Counsel**

**SCOPE OF WORK** The successful candidates will be expected to provide legal services in the subject area in an efficient, timely and professional manner with no outsourcing. Preparation of resolutions. The applicant must be licensed to practice law in the State of New Jersey and be a member of the Bar in good standing.

#### **3. Land Use Board Engineer**

**SCOPE OF WORK** These services shall include engineering review services and such additional supplemental services as may be required by the Board. The Engineer shall be a professional engineer, licensed in the State of New Jersey, and, although not mandatory, it is preferable that the Engineer possess a Municipal Engineer's Certificate. The Engineer shall be the engineering advisor to the Land Use Board of the City of Burlington. The Engineer shall, in execution of the duties, perform all engineering services required on behalf of the Board. In furtherance of these powers and without limitation thereon they shall: Review all plans and documents received by the Board for their action and make specific recommendations concerning said matters; they shall advise the Board as to the form and sufficiency of all plans, plats, and details submitted to the Board for their review and approval prior to their approval; recommend to the Board practices, procedures, rules and regulations which the Board Engineer deems advisable to enact to insure that proper engineering standards are followed in all matters to which the Board is asked to give its approval. Study, recommend and devise plans and materials which the Board desires to further aid the Board in making specific recommendations to the Mayor and Council for changes in ordinances in existence within the City. Make recommendations and suggestions with regard to engineering matters relating to the Master Plan, Zoning Ordinance, Site Plan Review Ordinance, and any other ordinance within the Board's jurisdiction which the Engineer, pursuant to a request, deems advisable. Perform such other duties as the Board shall by motion or Resolution require, including matters requiring the services of a Certified Landscape Architect and Professional Planner including the following:

1. Serve as technical planning advisor to the Land Use Board, conducting such studies as

requested.

2. Review and receipt of all land use development plans within the City. The planner shall check such plans for conformity to sound planning/zoning principals, recommend redesign of proposed development plans as may be appropriate and conduct such studies in order to integrate the proposed development with the overall plans of the City.
3. Receipt of plans of proposed development within the township and come along with appropriate Land Use Board Engineer, review site plans for site design and coordination of surrounding properties and other development applications and make appropriate recommendations for changes or redesign of development plans.
4. Study and analyze matters such as but not limited to transportation, land use, natural and human resources, housing and capital improvements and prepare and submit findings and recommendations to the Land Use Board as may be directed.
5. Recommend and assist in the writing of amendments to Zoning Ordinances, subdivision Ordinances township master plan and other development, conservation, and planning regulations and Ordinances.
6. Establish and maintenance of records, files, maps and charts.
7. The performance of such other duties as may be required by state statute, City Ordinances, or administrative rules and regulations.

#### **4. Land Use Board Planner**

**SCOPE OF WORK** These services shall include engineering review services and such additional supplemental services as may be required by the Board. The Engineer shall be a professional engineer, licensed in the State of New Jersey, and, although not mandatory, it is preferable that the Engineer possess a Municipal Engineer's Certificate. The Engineer shall be the engineering advisor to the Land Use Board of the City of Burlington. The Engineer shall, in execution of the duties, perform all engineering services required on behalf of the Board. In furtherance of these powers and without limitation thereon they shall: Review all plans and documents received by the Board for their action and make specific recommendations concerning said matters; they shall advise the Board as to the form and sufficiency of all plans, plats, and details submitted to the Board for their review and approval prior to their approval; recommend to the Board practices, procedures, rules and regulations which the Board Engineer deems advisable to enact to insure that proper engineering standards are followed in all matters to which the Board is asked to give its approval. Study, recommend and devise plans and materials which the Board desires to further aid the Board in making specific recommendations to the Mayor and Council for changes in ordinances in existence within the City. Make recommendations and suggestions with regard to engineering matters relating to the Master Plan, Zoning Ordinance, Site Plan Review Ordinance, and any other ordinance within the Board's jurisdiction which the Engineer, pursuant to a request, deems advisable. Perform such other duties as the Board shall by motion or Resolution require, including matters requiring the services of a Certified Landscape Architect and Professional Planner including the following:

1. Serve as technical planning advisor to the Land Use Board, conducting such studies as requested.

2. Review and receipt of all land use development plans within the City. The planner shall check such plans for conformity to sound planning/zoning principals, recommend redesign of proposed development plans as may be appropriate and conduct such studies to integrate the proposed development with the overall plans of the City.
3. Receipt of plans of proposed development within the township and come along with appropriate Land Use Board Engineer, review site plans for site design and coordination of surrounding properties and other development applications and make appropriate recommendations for changes or redesign of development plans.
4. Study and analyze matters such as but not limited to transportation, land use, natural and human resources, housing and capital improvements and prepare and submit findings and recommendations to the Land Use Board as may be directed.
5. Recommend and assist in the writing of amendments to Zoning Ordinances, subdivision Ordinances township master plan and other development, conservation, and planning regulations and Ordinances.
6. Establish and maintenance of records, files, maps and charts.
7. The performance of such other duties as may be required by state statute, City Ordinances, or administrative rules and regulations.

**EXHIBIT A**

**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE  
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)  
N.J.A.C. 17:27**

**GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS**

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

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

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

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

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

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

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, 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 applicable employment goals, the contractor or subcontractor agrees to review all

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302

The contractor and its subcontractors shall furnish such reports or other documents to the Div. of Contract Compliance & EEO 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 Div. of Contract Compliance & EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

**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: \_\_\_\_\_

**APPENDIX A**

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

The contractor and the City of Burlington, NJ, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. § 12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Name of Proposer: \_\_\_\_\_ Date: \_\_\_\_\_  
(Person, Firm, or Corporation)

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

**DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

**RFP Title:** \_\_\_\_\_ **Proposer:** \_\_\_\_\_

**PART 1: CERTIFICATION**

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

**I certify, pursuant to Public Law 2012, c. 25, that the person or entity listed above, for which I am authorized to submit a proposal, nor any of the proposer's parents, subsidiaries, or affiliates (check each box if appropriate):**

\_\_\_\_\_ is not providing goods or services of \$20,000,000 or more in the energy sector of Iran, including a person or entities that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran, AND

\_\_\_\_\_ is not a financial institution that extends \$20,000,000 or more in credit to another person or entity, for 45 days or more, if that person or entity will use the credit to provide goods or services in the energy sector in Iran.

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

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

Where appropriate, provide a detailed, accurate and precise description of the activities of the proposer, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below. Please provide thorough answers to each question. Provide an attachment if you need to make additional entries.

Name: \_\_\_\_\_ Relationship to Proposer: \_\_\_\_\_  
 Description of Activities: \_\_\_\_\_  
 \_\_\_\_\_ Duration of Engagement: \_\_\_\_\_ Anticipated Cessation Date: \_\_\_\_\_  
 Proposer Contact Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_

**PART 3: CERTIFICATION**

I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the City of Burlington is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the Borough to notify the Borough in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the City of Burlington and that the Borough at its option may declare any contract(s) resulting from this certification void and unenforceable.

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



**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	Home Address (for Individuals) or Business 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	Home Address (for Individuals) or Business 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 *<name of contracting unit>* 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 *<type of contracting unit>* to notify the *<type of contracting unit>* 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 *<type of contracting unit>* to declare any contract(s) resulting from this certification void and unenforceable.

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

**STATE OF NEW JERSEY DEBARRED LIST AFFIDAVIT**

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

I am \_\_\_\_\_ an officer of the firm of \_\_\_\_\_ the bidder making the Proposal for the above named work, and that I executed the said Proposal with full authority to do so; that said bidder at the time of making this bid is not included on the State of New Jersey, Treasurer’s List of Debarred, Suspended and Disqualified Bidders; and that all statements contained in said Proposal and in this affidavit are true and correct, and made with the full knowledge that the City of Burlington, as the Owner, relies upon the truth of the statements contained in said Proposal and in the statements contained in the affidavit in awarding the contract for said work.

The undersigned further warrants that should the name making this bid appear on the State Treasurer’s List of Debarred, Suspended and Disqualified Bidders at any time prior to, and during the life of this Contract including the Guarantee Period, that the Local Governing Unit shall be immediately so notified by the signatory of the Eligibility Affidavit.

The undersigned understands that the firm making the bid Contractor is subject to disbarment, suspension and/or disqualification in contracting with the State of New Jersey, if the Contractor pursuant to NJAC 7:1-5.2, commits any of the acts listed therein, and as determined according to applicable law and regulation.

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Name and Title of Affiant

Subscribed and sworn before me this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

\_\_\_\_\_  
(Notary Signature)

Notary Public of \_\_\_\_\_

My Commission Expires \_\_\_\_\_.

**NON-COLLUSION AFFIDAVIT**

State of New Jersey  
County of \_\_\_\_\_

ss:

I, \_\_\_\_\_ residing in \_\_\_\_\_  
(name of municipality) (name of affiant)  
in the County of \_\_\_\_\_ and State of \_\_\_\_\_ of  
full age, being duly sworn according to law on my oath depose and say that:

I am \_\_\_\_\_ of the firm of \_\_\_\_\_  
(title or position) (name of firm)

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

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

Subscribed and sworn to

before me this day

\_\_\_\_\_  
Signature

\_\_\_\_\_, 2 \_\_\_\_\_

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

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

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

(Seal)

**City of Burlington**

**ACKNOWLEDGMENT OF RECEIPT OF ADDENDA**

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

<u>Addendum Number</u>	<u>Dated</u>	<u>Acknowledge Receipt</u> (initial)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

**No addenda were received:**

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

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

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

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

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