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**SPECIAL IMPROVEMENT DISTRICT OF  
LINDEN  
REQUEST FOR PROPOSALS**



**REQUEST FOR PROPOSALS**

## **INTRODUCTION**

Notice of Request for Proposals for Professional Services

### **EXHIBIT A**

#### **PROJECT SPECIFICATIONS**

A-1 Scope of Work

A-2 General Information for Applicants (Initials Required)

A-3 Applicant Terms and Conditions

### **EXHIBIT B**

#### **DOCUMENTS THAT MUST BE PROVIDED BY CONSULTANT**

B-1 Executive Summary

B-2 Staffing Plan

B-3 Experience

B-4 Locations and Contact Information

B-5 References

B-6 Identify Conflicts of Interest

B-7 Minimum Qualifications Documentation

B-8 Business Registration Certificate

### **EXHIBIT C**

#### **CONSULTANT MUST COMPLETE THE FOLLOWING DOCUMENTS**

C-1 Proposal Form/Signature Page

C-2 Checklist of Required Documents

C-3 Non-Collusion Affidavit

C-4 Disclosure of Ownership

C-5 Affirmative Action Certification

C-6 Americans with Disabilities Act

C-7 Resolution of Authorization if Consultant is a Corporation

C-8 Debarred, Suspended and Disqualified Consultant Affidavit

**THE SPECIAL IMPROVEMENT DISTRICT OF LINDEN AREA  
CITY OF LINDEN  
UNION COUNTY, NEW JERSEY**

**NOTICE OF REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES**

**The Special Improvement District (SID) of Linden is soliciting proposals for certain professional services for calendar year 2021 through a fair and open process in accordance with N.J.S.A. 19:44A-20.5 et seq.**

Sealed Request for Proposal (RFP) responses will be received by Linden Special Improvement District on January 7, 2021 at 11:00 am, local time, in the office located at 403 N. Wood Avenue, Linden, New Jersey 07036, at which time and place responses will be opened for:

**PROFESSIONAL SERVICES—2021**

1. Media/Marketing Specialist

Specifications and instructions may be obtained at the Linden Special Improvement District Office, 403 N. Wood Avenue, Linden, New Jersey, or at the Linden Special Improvement District Website, at <https://linden-nj.gov/document-category/rfq/>.

Respondents shall comply with the requirements of P.L. 1975 c. 127 (N.J.A.C. 17:27 et seq.). A copy of your New Jersey Business Registration Certificate shall be included in your proposal.

Michael Bono  
Executive Director  
Special Improvement District of Linden

**EXHIBIT A**  
**SCOPE OF WORK (A-1)**

**1. Media/Marketing Specialist**

Minimum 5 years proven experience and knowledge in the field of consulting, planning, media, branding and marketing services, including staffing and professional services for Special Improvement Districts or other nonprofit organizations. Knowledge of the Linden Special Improvement District and its operations.

Scope

- a. Assisting the Executive Director and the Chairman of the Board of Trustees in the day-to-day operations of the Linden Special Improvement District, including but not limited to:
  - i. Meetings
  - ii. Interactions with the businesses in the Special Improvement District
  - iii. Drafting various correspondence
  - iv. Phone calls and other direct communications
- b. Consulting and assisting with the executing of all programs created by the SID, related to the marketing and dissemination of information and media to businesses within the special improvement district, media outlets and/or public entities.
- c. Providing guidance, advice and consultation on new ways to market, brand, and otherwise disseminate information, gain exposure or increase the visibility of the SID and the downtown area.
- d. Maintain the SID website, Facebook page and manage its social media presence.
- e. Provide a minimum of 20 hours of work product and staffing a week, on average. Staffing the premises shall be understood to mean having a physical presence at the location with someone available to answer telephones. Time sheets shall be submitted to ensure compliance with this requirement.
- f. Hire additional professionals to effectuate the SID's desired outcome, as required. In that event and upon written request to the Executive Director or Chairman, whichever is authorized to approve the request, the contractor may hire an expert and seek reimbursement from the SID for the same.
- g. Management of the SID premises, including advising the SID of purchases necessary to outfit and maintain the SID office in an acceptable and attractive fashion.

## GENERAL INFORMATION FOR APPLICANTS (A-2)

Initials

### RECEIPT OF PROPOSAL

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

### PROPOSAL FORM

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

### SIGNATURE ON PROPOSAL FORM

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

### QUESTIONS/CHALLENGES

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

### INTERPRETATION AND ADDENDA

1. The applicant is responsible for understanding all of the proposal documents that have been provided by the Linden Special Improvement District.
2. Applicants are expected to examine the specifications and related documents with care and observe all their requirements. Ambiguities, errors or omissions noted by applicants should be promptly reported in writing to the Linden SID Executive Director. If the applicant fails to notify the Linden SID Executive Director of such ambiguities, errors or omissions, the applicant shall be bound by the proposal.

3. No oral interpretation of the meaning of the Request for Proposal will be made to any applicant. Every request for an interpretation shall be in writing, addressed to the Municipal Clerk. In order to be given consideration, written requests for interpretation must be received at least ten (10) days prior to the date fixed for the opening of the proposals. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications and will be distributed to all prospective applicants in accordance with statute. All addenda so issued shall become part of the contract documents and shall be acknowledged by the applicant in the proposal. The Linden SID's interpretation or corrections thereof shall be final.

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#### **REJECTION OF PROPOSAL**

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

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

Proposals may be rejected for any of the following reasons:

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

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

The Linden Special Improvement District awards contracts or rejects all proposals within 60 days unless in accordance with N.J.S.A. 40A:11-24, which provides in part, "any applicant who consent thereto may, at the request of the contracting unit, have their proposal held for consideration for such longer period as may be agreed." All prospective applicants are advised of this schedule since all proposals must be firm when proposed and must remain so for 60 days or such longer period as the Linden SID and the applicant may agree.

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#### **NOTIFICATION OF AWARD**

1. Upon passage of a Linden SID resolution awarding the contract, the Linden SID Executive Director or authorized designee will forward two (2) sets of contract documents to the successful applicant for execution and delivery. Within ten (10) days of the date of the award of the contract, the successful applicant shall return two (2) sets of the contract documents to the Linden SID Office with a proper performance bond and insurance certificates if required—refer to Checklist of Required Documents. On receipt of the contract documents duly executed by the applicant, the contract documents will be submitted to the Linden SID Attorney for review and approval.
2. If approved as to form and execution, the contract documents will then be submitted to the Linden SID Executive Director for execution on behalf of the Linden SID. A fully executed copy will be returned to the successful applicant by the Linden SID. No resolution of Award will become binding on the Linden Special Improvement District before the contract documents have been fully executed by all parties.

3. Should the successful applicant fail to execute the contract within ten (10) days of notification, the Linden SID will be free to award the contract to another applicant.

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#### **PERIOD OF CONTRACT**

This contract shall commence on February 1, 2021 and conclude on January 31, 2022. The contract may be amended for additional 12 months at the Linden SID's discretion at which time a new proposal will be provided. Prices of this proposal must remain fixed for the initial contract.

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#### **ASSIGNING THE CONTRACT**

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

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#### **TERMINATION OF THE CONTRACT**

1. **DEFAULT:** Non-performance of the applicant in terms of the Request for Proposal shall be a basis for termination of the contract by the Linden SID. The Linden SID may terminate the contract upon thirty (30) days' written notice to the applicant. The Linden SID shall not pay for any services and/or materials, which are unsatisfactory. The applicant may be given a reasonable opportunity before termination to correct the deficiencies. This, however, shall in no way be construed as negating the basis for termination for nonperformance.
2. **UNCONDITIONAL TERMINATION FOR CONVENIENCE:** The Linden SID may terminate the resultant contract for convenience by providing sixty (60) calendar days' advance notice, in writing, to the applicant.
3. **TERMINATION FOR DEFAULT:** If the applicant fails to meet deadlines, or fails to provide the agreed upon services, and or material altogether, a termination for default will be issued, but only after the Linden SID has determined the applicant has failed to remedy the problem after being forewarned.
4. **TERMINATION BY THE LINDEN SID:** If the applicant should be adjudged bankrupt or should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, the Linden SID may terminate this contract. If the applicant should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to provide enough properly skilled workers or proper materials, or persistently disregard laws and ordinances, or not proceed with work or of this contract, the Linden SID shall give the applicant fifteen (15) calendar days written notice. Upon receipt of such termination notice, the applicant shall be allowed seven (7) calendar days to cure such deficiencies.

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#### **INVOICES**

The Linden SID will not honor any invoices submitted for work performed other than that stipulated by these specifications unless previously authorized by a written change order from the Linden SID. Invoices for services rendered must be received by the Linden SID by the end of the month following the month in which the expense was incurred. For example, a service provided in June must be billed to the Linden SID by the end of July. Expenses submitted after this period will not be honored by the Linden SID unless previously authorized by the Linden SID Board of Trustees.

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#### **THE CONTRACT**

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

1. Notice to Applicants
2. Information to Applicants
3. Scope of work

4. Proposal

5. All addenda issued by the Linden SID prior to the receipt of proposals

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**CONFLICTING INFORMATION OR ERRORS**

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

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

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**COMPLIANCE WITH LAWS**

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

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

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**BUSINESS REGISTRATION CERTIFICATE**

N.J.S.A. 52:32-44 requires that each applicant (contractor and subcontractor) provide proof of business registration at the time the response to a Request for Proposal is submitted. Failure to submit a proper certificate is considered a fatal defect and shall render the proposal unresponsive and cannot be cured by the deliberative body.

Proof of registration shall be a copy of the applicant's Business Registration Certificate (BRC). A BRC is obtained from the New Jersey Division of Revenue. Information on obtaining a BRC is available on the internet at

<https://www.njportal.com/DOR/businessrecords/> or by phone at (609) 292-9292.

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

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



An applicant, subcontractor or supplier who fails to provide proof of business registration or 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 business registration not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements is available by calling (609) 292-9292.

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**AFFIDAVIT OF NON-COLLUSION**

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

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**NON-DISCRIMINATION**

There shall be no discrimination against any employee engaged in the work required to produce the commodities covered by any contract resulting from this proposal, or against any applicant to such employment because of race, religion, sex, national origin, creed, color, ancestry, age, marital status, affectional or sexual orientation, familial status, liability for service in the Armed Forces of the United States, or nationality. This provision shall include, but not be limited to the following: employment upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The contractor shall insert a similar provision in all subcontracts for services to be covered by any contract resulting from this proposal.

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**REQUIRED AFFIRMATIVE ACTION EVIDENCE**

Each applicant shall submit to the Linden SID, after notification of award but prior to execution of a professional services contract, one of the following three documents:

1. A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter); or
2. A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4.5; or
3. A photocopy of an Employee Information Report (Form AA302), submitted in accordance with N.J.A.C. 17:27-4.3.

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

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

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**INDEMNIFICATION**

The Applicant agrees to indemnify and save harmless the Linden Special Improvement District, its officers, agents and employees, hereinafter referred to as "indemnitees," from all suits, including attorney's fees and costs of litigation, actions, loss damage, expense, cost of claims, of any character or on any account of any act, claim or amount arising or recovered under Workers Compensation Law, or arising out of failure of the Applicant or those acting under and/or on behalf of the Applicant to conform to any statutes, ordinances, regulations, law or court decree. It is the intent of the parties to this contract that the indemnitees shall, in all instances, except for loss or damage resulting from the sole negligence of the indemnitee, be indemnified against all liability, loss or damage of any nature whatsoever.

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**INSURANCE/BACKGROUND CHECKS**

Consultants are responsible for conducting adequate background checks on all employees and/or subcontractors working at the Linden SID facilities. Consultants

and/or subcontractors must be bonded and show proof of insurance coverage naming the Linden Special Improvement District as an additional insured.

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**INSURANCE**

The Consultant shall, during the life of the contract, maintain insurance policies of the type and with the minimum limits, indicated below, and in a form satisfactory to the Linden Special Improvement District. The Consultant shall provide a certified copy of the policies and/or certificates of insurance satisfactory to the Linden SID prior to the commencement of work. The Consultant must maintain Workers' Compensation insurance in accordance with laws of the State of New Jersey. The Consultant shall also have and maintain Employers Liability Insurance. Commercial General Liability Insurance Coverage, written on an occurrence basis must not be altered by any endorsements limiting coverage. Limit of liability shall not be less than \$1,000,000. Linden Special Improvement District must be named as an additional insured.

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**DISCLOSURE REQUIREMENTS**

Professional Service contractors are 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 if the contractor receives contracts in excess of \$50,000 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 the New Jersey Election Law Enforcement Commission at 1-888-313-3532 or at [www.elec.state.nj.us](http://www.elec.state.nj.us).

### **APPLICANT TERMS AND CONDITIONS (A-3)**

Proposals will be evaluated by the Linden SID Board of Trustees on the basis of the most advantageous price and other factors considered but not limited to the following:

1. Knowledge of the administrative structure of the Linden Special Improvement District and subject matter to be addressed under the contract.
2. Individual designated by the applicant and approved by the Linden SID is required to attend all regular scheduled meetings as required by the Linden SID. If the designated individual is unable to attend, he/she must notify the Linden SID Executive Director in advance and have the absence must be approved by the Linden SID.
3. Applicant must respond to Linden SID inquiries within 24 hours.
4. Availability to accommodate any Special meetings as required by the Linden SID.
5. Applicant will provide written proposals for specific projects as required by the Linden SID.
6. Other factors that may reasonably impact the Linden SID in 2021.

Applicants will be notified by the Linden SID Secretary as to when the interviews may be conducted.

**EXHIBIT B**

**CONSULTANTS RESPONSE SECTION**

In its proposal, the vendor must include responses to all of the following:

\*Failure to submit the following documents is a mandatory cause for the proposal to be rejected.

<b>Required Items</b>	<b>Initial</b>
B-1. An executive summary of not more than two (2) pages identifying and substantiating why the vendor is best qualified to provide the requested services.	
B-2. A staffing plan listing those persons who will be assigned to the engagement if the vendor is selected, including the designation of the person who would be the vendor's officer responsible for all services required under the engagement. This portion of the proposal should include the relevant resume information for the individuals who will be assigned. This information should include, at a minimum, a description of the person's relevant professional experience, years and type of experience, and number of years with the vendor.	
B-3. A description of the vendor's experience in performing services of the type described in technical specification. Specifically identify client size and specific examples of similarities with the scope of services required under technical specification.	
B-4. The location of the office, if other than the vendor's main office, at which the vendor proposes to perform services required under technical specification. Describe your presence in New Jersey.	
B-5. Provide references including the contact names, titles, address and phone numbers.	
B-6. In its proposal, the vendor must identify any existing or potential conflicts of interest and disclose any representation of parties or other relationships that might be considered a conflict of interest with regarding to this engagement, or the Linden Special Improvement District.	
B-7. Documentation that the vendor meets the minimum qualifications for the position as outlined in "Exhibit A."	
<b>B-8. Business Registration Certificate (N.J.S.A. 40A:11-23.2)</b>	
<b>B-9. FEE PROPOSAL (Retainer, where applicable and Hourly Rates)</b>	

**EXHIBIT C**

**PROPOSAL FORM/SIGNATURE PAGE (C-1)**

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

**Professional Services**

**Please  
Check**

1. Media/Marketing Specialist

\_\_\_\_\_  
**Company**

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

\_\_\_\_\_  
**Address**

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

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

\_\_\_\_\_  
**Title of Authorized Agent**

\_\_\_\_\_  
**Date**

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

\_\_\_\_\_  
**Email Address**

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

**CHECK LIST OF REQUIRED DOCUMENTS (C-2)**

The following items are mandatory requirements of this RFP package:

	<b>Initials</b>
Affirmative Action Mandatory Language	
Americans With Disabilities Act Mandatory Language	
Business Registration Certificate	
Disclosure of Ownership	
Affidavit of Non-Collusion	

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

		<b>Initials</b>
<input checked="" type="checkbox"/>	Proposal Form Signature Page	
<input checked="" type="checkbox"/>	Acknowledgement of Addenda (as applicable)	
<input checked="" type="checkbox"/>	Checklist of Required Documents, signed below	
<input checked="" type="checkbox"/>	Resolution of Authorization – Corporation	
<input checked="" type="checkbox"/>	Applicant and Designated Individual Resumes 1 hard copy & 1 electronic copy	

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

Signed Contracts \_\_\_\_\_ (initial)

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

\_\_\_\_\_  
**COMPANY/APPLICANT’S NAME**

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

\_\_\_\_\_  
**DATE**

\_\_\_\_\_  
**NAME (PRINT)**

\_\_\_\_\_  
**TITLE**

**NON-COLLUSION AFFIDAVIT (C-3)**

STATE OF NEW JERSEY

COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_ of the \_\_\_\_\_

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

I am \_\_\_\_\_ of the firm of \_\_\_\_\_

The Consultant making the proposal for the above named project attests that they execute the said proposal with full authority to do so; that said Consultant has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive proposals 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 Linden Special Improvement District relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for said project.

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

\_\_\_\_\_  
NAME OF COMPANY (N.J.S.A. 52:34-15)

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

Subscribed and sworn  
before me on this \_\_\_\_ day  
Of \_\_\_\_\_ 20\_\_\_\_

\_\_\_\_\_  
Type or Print Name of Affiant

\_\_\_\_\_  
NOTARY PUBLIC OF

My Commission Expires:

**DISCLOSURE OF OWNERSHIP (C-4)**

(If the Consultant is a sole proprietorship, check here [ ] and do not complete this statement.)

The UNDERSIGNED, as a Consultant, in accordance with N.J.S.A. 52:25-24.2, declares and submits the Statement of Ownership:

The Consultant is a Corporation [ ] Partnership [ ] Joint Venture [ ]

[ ] I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

[ ] I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Full Name of Individual Stockholder/Partner	Home Address of Individual Stockholder/Partner
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____
6. _____	_____

**THIS STATEMENT MUST BE INCLUDED WITH PROPOSAL SUBMISSION**

Notes: Attach additional sheets in this format, if necessary.

	_____ (Signature)
Subscribed and sworn before me on this ____ day Of _____ 20____	_____ Print Name
_____ (Notary Public)	_____ Title (Corporate Seal)

My Commission Expires:



### AFFIRMATIVE ACTION CERTIFICATION (C-5)

If awarded a contract, all procurement and service Consultants will be required to comply with the requirements of P.L. 1975, C. 127 (N.J.A.C. 17:27). Within seven (7) days after receipt of the notification of intent to award the contract or receipt of the contract, whichever is sooner, the Consultant shall present one of the following to the Purchasing Agent:

1. A photocopy of a valid letter from the U.S. Department of Labor that the Consultant has an existing Federally-approved or sanctioned Affirmative Action Plan (good for one year from the date of letter); OR
2. A photocopy of their approved Certificate of Employee Information Report; OR
3. An Affirmative Action Employee Information Report (Form AA302)

NO FIRM MAY BE ISSUED A CONTRACT UNLESS IT COMPLIES WITH THE AFFIRMATIVE ACTION REGULATIONS OF P.L. 1975, C. 127.

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The following questions must be answered by all Consultants:

1. Do you have a federally-approved or sanctioned Affirmative Action Program?

YES [  ]\*

NO [  ]

\*If yes, please submit a copy of such approval.

2. Do you have a State Certificate of Employee Information Report Approval?

YES [  ]\*

NO [  ]

\*If yes, please submit a copy of such certificate.

The undersigned Consultant certifies that they are aware of the commitment to comply with the requirements of P.L. 1975, C. 127 and agrees to furnish the required documentation pursuant to the law.

COMPANY: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

**Note: A Consultant's proposal must be rejected as nonresponsive if a Consultant fails to comply with the requirements of P.L. 1975, C. 127, within the designated time frame.**

**EHIBIT C-5 (Continued)**

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

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Except with respect to affectional or sexual orientation, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the public agency compliance officer setting 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 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 contractors' 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. 19:5-31 et seq., 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 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 Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2.

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, affectional or sexual orientation or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

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

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, 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 shall submit to the Linden SID, after notification of award but prior to execution of a 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 Linden SID 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 Linden SID for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).

**NO FIRM MAY BE ISSUED A PURCHASE ORDER OR CONTRACT WITH THE  
LINDEN SPECIAL IMPROVEMENT DISTRICT UNLESS THEY COMPLY WITH THE  
AFFIRMATIVE ACTION REGULATIONS**

**EXHIBIT C-6**  
**AMERICANS WITH DISABILITIES ACT**  
**Equal Opportunity For Individuals With Disabilities**

The Consultant and the Linden Special Improvement District (“SID”) do hereby agree that the provision of title II 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 service, programs and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit or service on behalf of the SID pursuant to this contract, the Consultant agrees that the performance shall be in strict compliance with the Act. In the event that the Consultant, its agents, servants, employees or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the Consultant shall defend the SID in any action or administrative proceeding commenced pursuant to the Act. The Consultant shall indemnify, protect and save harmless the SID, 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 Consultant 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. If any action or administrative proceeding results in an award of damages against the SID or if the SID incurs any expense to cure a violation of the ADA, the Consultant shall satisfy and discharge the same at its own expense.

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

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

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

**RESOLUTION OF AUTHORIZATION IF CONSULTANT IS A CORPORATION (C-7)**

RESOLVED that \_\_\_\_\_ be authorized to sign and submit the proposal(s) of this corporation for this project, and to include in such proposal the certificate as to non-collusion as the act and deed of such corporation, and for any inaccuracies or misstatements in such certificate this corporate Consultant shall be liable under the penalties of perjury. If awarded the contract(s), said individual is also authorized to sign and execute the Contract Agreement as the act and deed of such corporation.

The foregoing is a true and correct copy of the resolution adopted by \_\_\_\_\_ at a meeting of its Board of Directors, held on \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

SEAL OF CORPORATION

\_\_\_\_\_  
Secretary

MAILING ADDRESS \_\_\_\_\_  
\_\_\_\_\_

SUBMITTED on \_\_\_\_\_, 20\_\_\_\_

**DEBARRED, SUSPENDED AND DISQUALIFIED CONSULTANT AFFIDAVIT (C-8)**

STATE OF NEW JERSEY

COUNTY OF \_\_\_\_\_

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

I am \_\_\_\_\_, an officer of the firm(s) of \_\_\_\_\_, the Consultant making the proposal for the above named work; I execute the said proposal with full authority to do so; said Consultant at the time of making this proposal [as applicable, insert "is" or "is not"] \_\_\_\_\_ included on the State of New Jersey, State Treasurer's List of Debarred, Suspended and Disqualified Consultants; and all statements contained in said proposal and in this affidavit are true and correct and made with the full knowledge that the Linden Special Improvement District as the Local Unit relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for said work:

- I. Has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal, state, or local government agency within the past 3 years;
- II. Does not have a proposed debarment pending; and
- III. Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

The undersigned further warrants that should the name of the firm making this proposal appear on the State Treasurer's List of Debarred, Suspended and Disqualified Consultants at any time prior to, and during the life of the contract, including the Guaranteed Period (if any), that the Local Unit shall be immediately so notified by the signatory of this Eligibility Affidavit.

The Undersigned understands that the firm making the proposal as a Consultant is subject to debarment, suspension and/or disqualification in contracting with the State of New Jersey and the Department of Environmental Protection if the Consultant, pursuant to N.J.A.C. 7:1-5.2, commits any of the acts listed therein, and as determined according to applicable law and regulation.

**(Insert Exceptions—For any exception noted, indicate to whom it applies, initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions. If no exceptions, insert "None.")**

**(C-8 Continued)**

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Name and Address of Consultant

\_\_\_\_\_

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

Signed: \_\_\_\_\_  
(Signature of Officer or Individual)

By: \_\_\_\_\_  
\_\_\_\_\_

If Consultant is:  
**An Individual**

By: \_\_\_\_\_ (SEAL)  
(Individual's Name)

Doing business as: \_\_\_\_\_

Business Address: \_\_\_\_\_  
\_\_\_\_\_

Phone Number: \_\_\_\_\_

**A Partnership**

By: \_\_\_\_\_ (SEAL)  
(First Name) (Last Name)

\_\_\_\_\_  
(General Partner)

Business Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

(C-8 Continued)

**A Corporation**

By: \_\_\_\_\_ (SEAL)  
(Corporation Name)

\_\_\_\_\_  
(State of Incorporation)

By: \_\_\_\_\_  
(Name of Person Authorized to Sign)

\_\_\_\_\_  
(Title)

(Corporate Seal)

Attest: \_\_\_\_\_  
(Secretary)

Business Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

**A Joint Venture**

By: \_\_\_\_\_  
(Name)

Address: \_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
(Name)

Address: \_\_\_\_\_  
\_\_\_\_\_

**(Each Joint Venture must sign. The manner of signing for each individual, partnership, and corporation that is party to the joint venture should be in the manner indicated above)**