



# **BOROUGH OF MOUNTAIN LAKES**

LISTED IN NATIONAL AND STATE REGISTERS OF HISTORIC PLACES

## **BOROUGH OF MOUNTAIN LAKES**

**Morris County New Jersey**

### **REQUEST FOR PROPOSALS**

### **2016 BOROUGH ENGINEER**

**Qualification Receipt Date – January 27, 2016**

**Time – 11:00 AM**

**PUBLIC NOTICE**  
**BOROUGH OF MOUNTAIN LAKES**  
**NOTICE OF SOLICITATION OF PROPOSALS FOR PROFESSIONAL SERVICES**

**PLEASE TAKE NOTICE** that the Borough of Mountain Lakes is accepting proposals for the provision of the following professional service during year 2016:

Borough Engineer

A copy of the proposal document may be obtained at the Office of the Borough Manager, 400 Boulevard, Mt. Lakes, NJ 07046 or via the Borough's website at [www.mtnlakes.org/request-for-proposals](http://www.mtnlakes.org/request-for-proposals) . All proposals shall be submitted in a sealed envelope marked "Proposal for Borough Engineer" to Richard J. Sheola, Borough Manager, 400 Boulevard, Mt. Lakes, NJ 07046 by January 27, 2016 no later than 11:00 AM.

Proposals are being solicited to a fair and open process in accordance with N.J.S.A. 19:44A-20.4 et. seq.

## **POSITION/APPOINTMENT**

The position of Municipal Engineer will provide assistance and advice to the Borough Manager, Borough Council and appropriate departments of the Borough of Mountain Lakes on a wide variety of activities/projects. The engineer's firm should demonstrate that they are able to provide a full range of civil engineering services. The firm should have a license from the New Jersey State Board of Professional Engineers and Land Surveyors. Familiarity with AutoCAD format is necessary as is the capability to design local roads; prepare erosion and sedimentation control plans; prepare contract drawings, specifications and details; and prepare construction cost estimates/reports. The firm must be able to produce reports; attend public meetings; conduct drainage investigations and studies; prepare hydrologic and hydraulic studies, and coordinate with governmental agencies and municipal departments. A familiarity with the new storm water rules and regulations is necessary. The firm should be located within a reasonable distance of Mountain Lakes. The Municipal Engineer may be assigned to advise, consult with and/or represent the Borough and/or its officials in these or related matters.

The position of Municipal Engineer shall be a one-year appointment for the calendar year 2016 or until the successor is appointed. The proposal/quotation is sought for an hourly billing rate and qualifications for which the services will be provided for that one-year appointment. The Borough will be appointing one individual/firm as Municipal Engineer based on its evaluation.

## **EVALUATION**

Proposals will be evaluated by the Borough Manager of the Borough of Mountain Lakes on the basis of the qualifications of the responding individual/firm and quotations submitted and other factors and criteria. The compensation proposal will be considered but will not be the controlling factor. The evaluation will generally consider the following criteria:

- (a) Experience and reputation in the field of representing municipalities/public entities in regard to engineering projects. As a minimum qualification, the individual/firm to be appointed Municipal Consulting Engineer must have ten (10) years of experience as a licensed New Jersey engineer actively engaged in providing services and representation to public entities in engineering matters.
- (b) Knowledge of the municipal infrastructure. The Borough will give due weight to the familiarity of the responding individual/firm with knowledge and experience, especially in water and sewer utilities in addition to general municipal engineering such as road programs, drainage projects, public building improvements, recreational facilities and land surveying and mapping.
- (c) Availability to accommodate the engineering needs of the Borough. The responding individual/firm should demonstrate that reasonably qualified backup support services are available if needed, and staff capabilities are present to perform the work.

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(d) Compensation proposal. As noted, the responding individual/firm should provide a proposal clearly describing the basis for billing services including a rate schedule for hourly rates for key personnel.

(e) Ethics Issues. As integrity and ethics are critical considerations, the responding individual/firm must certify that the individual/firm has never been reprimanded, censured, or suspended by any regulatory entity. An individual/firm who has been reprimanded, censured, or suspended is disqualified.

(f) Other factors in the best interest of the Borough of Mountain Lakes.

**CHECK LIST OF REQUIRED DOCUMENTS**

The following items are required submissions in this proposal package:

		<b>Initials</b>
Affirmative Action Requirements	✓	_____
Americans With Disabilities Act	✓	_____
Applicant and Sub-Applicant Business Registration Certificate	✓	_____
Corporate Disclosure Statement	✓	_____
Qualification Proposal Form	✓	_____
Acknowledgement of Addenda (as applicable)	✓	_____
Affidavit of Non-Collusion	✓	_____
Borough of Mountain Lakes Professional Appointment Certification	✓	_____
Borough of Mountain Lakes Dispute Resolution Acknowledgement	✓	_____
Checklist of Required Documents, signed below	✓	_____

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

\_\_\_\_\_  
 COMPANY / APPLICANT'S NAME

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

\_\_\_\_\_  
 DATE

\_\_\_\_\_  
 NAME (PRINT)      TITLE

**PROPOSAL**

**2016 PROFESSIONAL SERVICES WITHIN THE BOROUGH**

The undersigned declares that he/she has carefully examined and fully understands the Information for Applicants, Specifications and other documents herein referred to and agrees to furnish and deliver all materials and to perform all work in accordance with the contract documents for the 2016 Professional Services within the Borough.

\_\_\_\_\_  
Applicant's Name

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Fax

Witness or Attest:

\_\_\_\_\_  
E-Mail Address

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name  
(If Corporation, affix Corporate Seal)

**GENERAL INFORMATION FOR APPLICANTS**

**I. SUBMISSION OF QUALIFICATIONS**

- A. Borough of Mountain Lakes, Morris County, New Jersey (hereinafter referred to as “OWNER”) invites sealed proposals pursuant to the Notice to Applicants.
- B. Sealed proposals will be received by the designated representative at the time and place stated in the Notice to Applicants, and at such time and place will be publicly opened and read aloud.
- C. The proposal form shall be submitted, in a sealed envelope: (1) addressed to the OWNER, (2) bearing the name and address of the applicant written on the face of the envelope, and (3) clearly marked “PROPOSAL” with the contract title and/or proposal # being proposal.
- D. It is the applicant’s responsibility to see that proposals are presented to the OWNER on the hour and at the place designated. Proposals may be hand delivered or mailed; however, the OWNER disclaims any responsibility for proposals forwarded by regular or overnight mail. If the proposal is sent by overnight mail, the designation in section C, above, must also appear on the outside of the delivery company envelope. Proposals received after the designated time and date will be returned unopened.
- E. Sealed proposals forwarded to the OWNER before the time of Receipt of proposals may be withdrawn upon written application of the applicant who shall be required to produce evidence showing that the individual is or represents the principal or principals involved in the proposal. Once proposals have been opened, they must remain firm for a period of sixty (60) calendar days.
- F. All prices and amounts must be written in ink or preferably typewritten. Proposals containing any conditions, omissions, unexplained erasures or alterations, items not called for in the proposal form, attachment of additive information not required by the specifications, or the OWNER may reject irregularities of any kind. Any changes, whiteouts, strikeouts, etc. on the proposal page must be initialed in ink by the person responsible for signing the proposal.
- G. Each proposal proposal form must give the full business address of the applicant and be signed by an authorized representative. Proposals by partnerships must furnish the full name of all partners and must be signed in the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing. Proposals by corporations must be signed in the legal name of the corporation, followed by the name of the State in which incorporated and must contain the signature and designation of the president, secretary or other person authorized to bind the corporation in the matter. When requested, satisfactory evidence of the authority of the officer signing shall be furnished.

**II. INTERPRETATION AND ADDENDA**

- A. The applicant understands and agrees that its proposal is submitted on the basis of the requirements prepared by the OWNER. The applicant accepts the obligation to become familiar with these requirements.
- B. Applicants are expected to examine the requirements with care and observe all their requirements. Ambiguities, errors or omissions noted by applicants should be promptly reported in writing to the appropriate official. In the event the applicant fails to notify the OWNER of such ambiguities, errors or omissions, the applicant shall be bound by the proposal.

- C. No oral interpretation of the meaning of the specifications will be made to any applicant. Every request for an interpretation shall be in writing, addressed to the OWNER'S representative stipulated in the proposal. In order to be given consideration, written requests for interpretation must be received at least five (5) days prior to the date fixed for the Receipt 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 N.J.S.A. 40A:11-23. All addenda so issued shall become part of the contract documents, and shall be acknowledged by the applicant in the proposal. The OWNER'S interpretations or corrections thereof shall be final.

### **III. PREPARATION OF PROPOSALS**

- A. The OWNER is exempt from any local, state or federal sales, use or excise tax.

### **IV. STATUTORY AND OTHER REQUIREMENTS**

- A. Mandatory Affirmative Action Certification

No firm may be issued a contract unless it complies with the affirmative action regulations of N.J.S.A. 10:5-31 et seq. (P.L.1975, c.127).

1. Procurement, Professional and Service Contracts

All successful vendors must submit, within seven days after the receipt of the notice of intent to award the contract or the receipt of the contract, one of the following:

- i. A photocopy of a valid letter for an approved Federal Affirmative Action Plan (good for one year from the date of the letter), or
- ii. A photocopy of an approved Certificate of Employee Information Report, or
- iii. If the vendor has none of the above, the public agency is required to provide the vendor with an initial Affirmative Action Employee Information Report (AA-302).

2. Construction Contracts

All successful contractors must submit within three days of the signing of the contract an Initial Project Manning Report (AA201- available upon request from the State's Affirmative Action Office) for any contract award that meets or exceeds the bid threshold.

- B. Americans with Disabilities Act of 1990

Discrimination on the basis of disability in contracting for the purchase of proposals and services is prohibited. The successful applicant is required to read Americans with Disabilities language that is part of this specification and agrees that the provisions of Title II of the Act are made a part of the contract. The successful applicant is obligated to comply with the Act and to hold the OWNER harmless.

- C. Stockholder Disclosure

Chapter 33 of the Public Laws of 1977 provides that no corporation or partnership shall be awarded any contract for the performance of any work or the furnishing of any materials or supplies, unless, prior to the receipt of the



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proposal or accompanying the proposal of said corporation or partnership, there is submitted a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own ten percent or more of its stock of any class, or of all individual partners in the partnership who own a ten percent or greater interest therein. Form of Statement shall be completed and attached to the proposal.

D. Non-Collusion Affidavit

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

E. New Jersey Business Registration Requirements

Non-Construction Contracts – The Contractor shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the contractor.

Before final payment on the contract is made by the contracting agency, the Contractor shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

For the term of the contract, the contractor and each of its affiliates and a subcontractor and each of its affiliates (N.J.S.A. 52:32-44 (g) (3) shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to Section 1 of P.L. 2001, c134 (C.52:32-44 et al) or subsection e. or f. of section 92 of P.L. 1977, c.110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.

**Failure to submit this shall be cause for rejection of the proposal.**

**V. METHODS OF AWARD**

- A. All contracts shall be for 12 consecutive months.
- B. The OWNER may award the work based on the terms stated in Exhibit A.
- C. The successful applicant will not assign any interest in this contract and shall not transfer any interest in the same without the prior written consent of the OWNER.
- E. This contract will be awarded pursuant to a fair and open process as prescribed in NJSA 19:44A-20.4 (P.L. 2005, c. 51).

**VI. TERMINATION OF CONTRACT**

- A. If, through any cause, the successful applicant shall fail to fulfill in a timely and proper manner obligations under this contract or if the contractor shall violate any of the requirements of this contract, the OWNER shall thereupon have the right to terminate this contract by giving written notice to the contractor of such termination and specifying the effective date of termination. Such termination shall relieve the OWNER of any obligation for balances to the contractor of any sum or sums set forth in the contract.

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- B. Notwithstanding the above, the contractor shall not be relieved of liability to the OWNER for damages sustained by the OWNER by virtue of any breach of the contract by the contractor and the OWNER may withhold any payments to the contractor for the purpose of compensation until such time as the exact amount of the damage due the OWNER from the contractor is determined.
- C. The contractor agrees to indemnify and hold the OWNER harmless from any liability to subcontractors/suppliers concerning payment for work performed or goods supplied arising out of the lawful termination of the contract by the OWNER under this provision.
- D. In case of default by the successful applicant, the OWNER may procure the articles or services from other sources and hold the successful applicant responsible for any excess cost occasioned thereby.

**EXHIBIT A**

**REQUEST FOR PROPOSAL FOR PROFESSIONAL SERVICES - 2016**

1. The Borough of Mountain Lakes is soliciting proposals for the provision of professional services to the Borough for the calendar year 2016. Proposals will be accepted for the specific professional services set forth in the Public Notice, a copy of which is attached hereto.
2. All sealed proposals shall be submitted to Richard J. Sheola, Borough Manager, 400 Boulevard, Mt. Lakes, NJ 07046 by January 27, 2016 – 11:00 AM. **Ten (10) copies of the proposal shall be submitted, one being an original along with an entire proposal on either CD or thumb drive.**
3. All proposals shall include, at a minimum: the name, address and all contact information of the person or firm making the proposal; a statement of qualifications, including all applicable professional licenses held; a statement of experience in rendering such professional services to public entities; and a proposal for compensation or a schedule of fees to be charged for such professional services.
4. All proposals will be evaluated by the Borough Manager of the Borough of Mountain Lakes.
5. Proposals will be evaluated by the Borough Council of the Borough of Mountain Lakes on the basis of the proposals deemed to be most advantageous, price and other factors considered. The evaluation will consider:
  - a. Experience and reputation in the field;
  - b. Knowledge and experience with Council/Manager form of Government;
  - c. Knowledge of the Borough of Mountain Lakes and the subject matter to be addressed under the contract;
  - d. Availability to accommodate any required meetings of the agency;
  - e. Support staff availability;
  - f. Compensation proposal;
  - g. Other factors, if determined to be in the best interest of the Borough of Mountain Lakes and its agencies.

6. A point system for evaluating the proposals will be used as follows:

<u>Factors</u>	<u>Points</u>
a) Proven record of experience including references, in providing the type of services requested	25
b) Understanding of the project and qualitative nature of services provided	20
c) Personnel qualifications (i.e. resume of key personnel who will be responsible for work).	15
d) Location of project office	5
e) Availability of project personnel and ability to provide services in a timely manner.	10
f) Cost of services (i.e. price proposal)	<u>25</u>
TOTAL	100

**FORMS REQUIRING SIGNATURES**



**AFFIDAVIT OF NON-COLLUSION**

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

1. I reside at \_\_\_\_\_  
\_\_\_\_\_
2. The name of the within applicant is \_\_\_\_\_  
\_\_\_\_\_
3. I executed the said proposal on behalf of the applicant with full authority to do so.
4. The applicant has not directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive proposal in connection with the contract.
5. All statements contained in the Qualification Statement and Proposal and in this Affidavit are true and correct and were made with the full knowledge that the Borough of Mountain Lakes, County of Morris, its officers and employees, relies upon the truth of the statements therein made in awarding the above-named contract.
6. I further warrant that no person or selling agency has been employed or retained to solicit or service such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bonafide employees of or bonafide established commercial selling agencies maintained by the applicant.

Sworn and subscribed to  
before me on this day of

\_\_\_\_\_, 2015

\_\_\_\_\_  
Signature of Applicant

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

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

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

**AFFIRMATIVE ACTION CERTIFICATION**

P.L. 1975, C. 127 (N.J.A.C. 17:27)

If awarded a contract, all procurement and service contractors 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 contractor should 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 contractor has an existing federally-approved or sanctioned Affirmative Action Plan (good for one year from the date of the letter).  
OR
2. A photocopy of approved Certificate of Employee Information Report.  
OR
3. An Affirmative Action Employee Information Report (Form AA302)  
OR
4. All successful construction contractors must submit within three days of the signing of the contract an Initial Project Workforce Report (AA201) for any contract award that meets or exceeds the Public Agency bid threshold (available upon request).

**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 applicants:

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 Certificate of Employee Information Report Approval?  
YES \_\_\_\_\_ NO \_\_\_\_\_

If yes, please submit a copy of such certificate.

The undersigned contractor certifies that he is 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.

**Note: A contractor's proposal must be rejected as non-responsive if a contractor fails to comply with requirements of P.L. 1975, c.127, within the time frame.**

Applicant's Name

Title

Authorized Signature

Telephone

Print Name



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

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affection or sexual orientation or sex. Except with respect to affection 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, affection or sexual orientation or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting for the provisions of this nondiscrimination clause.

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

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

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

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

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

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

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

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

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

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

**ACKNOWLEDGEMENT OF RECEIPT OF CHANGES TO  
PROPOSAL DOCUMENTS FORM**

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

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

\*\*\*If no addenda has been issued, please write "N/A" above and complete the form below\*\*\*

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

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

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

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

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

**AMERICANS WITH DISABILITIES ACT**

**Equal Opportunity For Individuals With Disabilities**

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

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

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

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

\_\_\_\_\_  
COMPANY / BIDDER'S NAME

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

\_\_\_\_\_  
DATE

\_\_\_\_\_  
NAME (PRINT)                      TITLE

**DISPUTE RESOLUTION**

Any dispute arising under this Contract shall be resolved in accordance with and subject to the limitations contained in N.J.S.A. 40A:11-41.1 as follows:

1. All remedies provided elsewhere in the Contract documents to resolve disputes, claims and protests shall be exhausted. Where the Engineer or Architect is required to issue a decision, such decision shall be a condition precedent to proceeding to resolve the dispute in accordance with paragraph 2.
2. Prior to litigation, the Owner and Contractor shall endeavor to settle disputes by mediation in accordance with the current Construction Industry Mediation Rules of the American Arbitration Association. Demand for mediation shall be filed in writing by the party requesting mediation with the other party to this Agreement and with the American Arbitration Association. The Engineer or Architect shall be provided with an information copy of the demand unless the Engineer or Architect is joined. In no event shall such demand be made more than 30 days after completion, acceptance and final payment nor after the date when institution of legal or equitable proceedings regarding the matter in dispute would be barred as a matter of law.
3. Nothing herein shall be construed to prevent the Owner and Contractor from agreeing to utilize any other alternative dispute resolution procedure in lieu of or in addition to mediation.
4. Nothing herein shall be construed to prevent the Owner from notifying any performance guarantor (Surety) of, and requesting the Surety's assistance in resolving any disputes which involve the Contractor's performance.

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

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

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

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

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

**BOROUGH OF MOUNTAIN LAKES**

**CERTIFICATE BY PROFESSIONAL UNDER CONSIDERATION FOR APPOINTMENT**

\_\_\_\_\_, of full age, certify and say:

1. I have read and am familiar with Chapter II, Section 2-61, entitled “Restrictions on Award of Professional Contracts” (Added 02-02-05 by Ordinance 05-09.) of the Revised General Ordinances of the Borough of Mountain Lakes (attached)
2. I am employed by, or am a member of, the firm, \_\_\_\_\_, (“Firm”).
3. I am sufficiently familiar with the Firm’s business and transactions, or have made inquiry of the Firm sufficient to allow me to execute this Certification for the purposes stated herein.
4. After the Effective Date, neither I, the Firm, nor any other person/entity encompassed within the definition “Professional Business Entity” as set forth in Section 2-61.4, have violated any provision of the attached Ordinance.
5. I hereby certify that pursuant to the Borough Ordinance, I am eligible to be awarded a Contract for professional services to the Borough.
6. I hereby certify that the foregoing statements made by me are true. I am aware that the Borough will rely upon this Certification in the event a Contract for professional services is awarded to me. I am further aware that if any of the statements made by me are willfully false, I am subject to punishment, and in addition thereto, any Contract for professional services which may have been awarded may be terminated and/or declared null and void.

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

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

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

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

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

**BUSINESS ENTITY DISCLOSURE CERTIFICATION**  
**FOR TRADITIONAL CONTRACTS**  
 Required Pursuant To N.J.S.A. 19:44A-20.8

\_\_\_\_\_ (name of firm)

**Part I – Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that \_\_\_\_\_ (name of firm) have not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding January 2, 2007 to any of the following named candidate Council, joint candidates Council; or political party Council representing the elected officials of the Borough of Mountain Lakes as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

G. Douglas McWilliams	John Lester
Peter Holmberg	
William Alberg	
Francis Borin	
William Barrett	
Daniel Happer	

**Part II – Ownership Disclosure Certification**

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

**Check the box that represents the type of business entity:**

- Partnership     
  Corporation     
  Sole Proprietorship     
  Subchapter S Corporation  
 Limited Partnership   
 Limited Liability Corporation     
 Limited Liability Partnership

Name of Stock or Shareholder	Home Address

**Part 3 – Signature and Attestation:**

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: \_\_\_\_\_

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

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

BOROUGH OF MOUNTAIN LAKES  
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Subscribed and sworn before me this \_\_\_\_ day of  
\_\_\_\_\_, 2016.

\_\_\_\_\_  
(Affiant)

My Commission expires:

\_\_\_\_\_  
(Print name & title of affiant) (Corporate Seal)



**BUSINESS ENTITY DISCLOSURE CERTIFICATION**  
**FOR NON-FAIR AND OPEN CONTRACTS**  
Required Pursuant To N.J.S.A. 19:44A-20.8  
<*BOROUGH OF MOUNTAIN LAKES*>

The following is statutory text related to the terms and citations used in the Business Entity Disclosure Certification form.

**“Local Unit Pay-To-Play Law” (P.L. 2004, c.19, as amended by P.L. 2005, c.51)**

**19:44A-20.6 Certain contributions deemed as contributions by business entity.**

5. When a business entity is a natural person, a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity.

**19:44A-20.7 Definitions relative to certain campaign contributions.**

6. As used in sections 2 through 12 of this act:

“business entity” means any natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of this State or of any other state or foreign jurisdiction;

“interest” means the ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit, as appropriate;

**Temporary and Executing**

12. Nothing contained in this act shall be construed as affecting the eligibility of any business entity to perform a public contract because that entity made a contribution to any Council during the one-year period immediately preceding the effective date of this act.

~~~~~  
**The New Jersey Campaign Contributions and Expenditures Reporting Act (N.J.S.A. 19:44A-1 et seq.)**

**19:44A-3 Definitions.** In pertinent part...

p. The term "political party Council" means the State Council of a political party, as organized pursuant to R.S.19:5-4, any county Council of a political party, as organized pursuant to R.S.19:5-3, or any municipal Council of a political party, as organized pursuant to R.S.19:5-2.

q. The term "candidate Council" means a Council established pursuant to subsection a. of section 9 of P.L.1973, c.83 (C.19:44A-9) for the purpose of receiving contributions and making expenditures.

r. the term "joint candidates Council" means a Council established pursuant to subsection a. of section 9 of P.L.1973, c.83 (C.19:44A-9) by at least two candidates for the same elective public offices in the same election in a legislative district, county, municipality or school district, but not more candidates than the total number of the same elective public offices to be filled in that election, for the purpose of receiving contributions and making expenditures. For the purpose of this subsection: ...; the offices of member of the board of chosen freeholders and county executive shall be deemed to be the same elective public offices in a county; and the offices of mayor and member of the municipal governing body shall be deemed to be the same elective public offices in a municipality.

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**19:44A-8 and 16 Contributions, expenditures, reports, requirements.**

*While the provisions of this section are too extensive to reprint here, the following is deemed to be the pertinent part affecting amounts of contributions:*

“The \$300 limit established in this subsection shall remain as stated in this subsection without further adjustment by the commission in the manner prescribed by section 22 of P.L.1993, c.65 (C.19:44A-7.2)

|                                                                                                                                                                                                             |                                             |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------|
| Any Political Councils, Candidate Councils, Joint Candidate Councils for or on behalf of G. Douglas McWilliams, Peter Holmberg, William Albergo, Francis Borin, William Barrett, Daniel Happer, John Lester | Mt. Lakes Republican Council                |
| Mt. Lakes Democratic Council                                                                                                                                                                                | Mt. Lakes Borough Republican County Council |
| Mt. Lakes Borough Democratic County Council                                                                                                                                                                 |                                             |
|                                                                                                                                                                                                             |                                             |

**APPENDIX A**

**LETTER OF QUALIFICATION**

**(Note: To be typed on Respondent's Letterhead. No modifications may be made to this letter)**

Richard J. Sheola  
Borough Manager  
Borough of Mountain Lakes  
400 Boulevard  
Mountain Lakes, NJ 07046

Dear Mr. Sheola:

The undersigned has/have reviewed the Qualification Statement submitted in response to the Request for Qualification (RFQ) issued by the Borough of Mountain Lakes ("Borough"), dated (month, date, year) in connection with the Borough's need to appoint, various professional services consultants.

I/We affirm that the contents of the Qualification Statement (which Qualification Statement is incorporated herein by reference) are accurate, factual and complete to the best of my/our knowledge and belief and that the Qualification Statement is submitted in good faith upon express understanding that any false statement may result in the disqualification of (Name of Respondent).

(Respondent shall sign and complete the spaces provided below. If a joint venture, appropriate officers of each company shall sign.)

(Signature-Chief  
Executive Officer)\_\_\_\_\_

(Signature-Chief  
Financial Officer)\_\_\_\_\_

Typed Name and Title  
\_\_\_\_\_

Typed Name and Title  
\_\_\_\_\_

Typed Name of Firm\*  
\_\_\_\_\_

Typed Name of Firm\*  
\_\_\_\_\_

Dated:\_\_\_\_\_

Dated:\_\_\_\_\_

Each member of a joint venture, partnership or other formal organization shall execute this Letter of Qualification or the joint venture, partnership or other formal organization must provide documentation that the person signing has the authority to execute this Letter of Qualification on its behalf.

**APPENDIX B**  
**LETTER OF INTENT**

**(Note: To be typed on Respondent's Letterhead. No modifications may be made to this letter)**

Richard J. Sheola  
Borough Manager  
Borough of Mountain Lakes  
400 Boulevard  
Mountain Lakes, NJ 07046

Dear Mr. Sheola:

The undersigned, as Respondent, has (have) submitted the attached Qualification Statement in response to a Request for Qualifications (RFQ), issued by the Borough of Mountain Lakes ("Borough"), dated (month date, year), in connection with the Borough's need for Professional Consulting Services for the year 2016.

(Name of Respondent) HEREBY STATES:

1. The Qualification Statement contains accurate, factual and complete information.
2. (Name of Respondent) agrees (agree) to participate in good faith in the procurement process as described in the RFQ.
3. (Name of Respondent) acknowledges (acknowledge) that all costs incurred by it (them) in connection with the preparation and submission of the Qualification Statement and any proposal prepared and submitted in response to the RFQ, or any negotiation which results therefrom, shall be borne exclusively by the Respondent.
4. (Name of Respondent) hereby declares (declare) that the only persons participating in this Qualification Statement as Principals are named herein and that no person other than those herein mentioned has any participation in this Qualification Statement or in any contract to be entered into with respect thereto. Additional persons may subsequently be included as participating Principals, but only if acceptable to the Borough. (Name of Respondent) declares that this Qualification Statement is made without connection with any other person, firm or parties who has submitted a Qualification Statement, except as expressly set forth below and that it has been prepared and has been submitted in good faith and without collusion or fraud.
5. (Name of Respondent) acknowledges and agrees that the Borough may modify, amend, suspend and/or terminate the procurement process (in its sole judgment). In any case, the Township shall not have any liability to the Respondent for any costs incurred by the Respondent with respect to the procurement activities described in this RFQ.
6. (Name of Respondent) acknowledges that any contract executed with respect to the provision of all positions included in this RFQ must comply with all applicable affirmative action and similar laws. Respondent hereby agrees to take such actions as are required in order to comply with such applicable laws. Respondent, if

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awarded a contract, will submit evidence of appropriate affirmative action compliance by providing either a 1) Letter of Federal Approval, or a 2) Certificate of Employee Information Report, or a 3) copy of a completed Initial Employee Report, Form AA-302.

(Respondent shall sign and complete the space provided below. If a joint venture, appropriate officers of each company shall sign.)

Signature of Chief Executive Officer)

(Typed Name and Title)

(Typed Name of Firm)\*

Dated: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Each Member of a joint venture, partnership or other formal organization shall execute this Letter of Intent or the joint venture, partnership or other formal organization must provide documentation that the person signing has the authority to execute this Letter of Intent on its behalf.