

# PUBLIC NOTICE

## REQUEST FOR PROPOSALS

Notice is hereby given that the City of Plainfield will receive proposals on May 13, 2015, at 11:00 A.M. in the Plainfield City Hall Building, 515 Watchung Avenue, Plainfield, NJ for the provision of:

### *2015 City of Plainfield Summer Concerts*

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

Requests for Proposals may be obtained either by downloading the proposal from the City's Webpage ([www.plainfieldnj.gov](http://www.plainfieldnj.gov)) or a hard copy may be picked up at the Purchasing Office, City of Plainfield, City Hall, Basement, 515 Watchung Avenue, Plainfield, NJ 07060 during the hours of 9:30a.m. to 4:30p.m. beginning on April 13, 2015. Proposals may be mailed upon request by emailing the Office of Purchasing at [cindylea.weber@plainfieldnj.gov](mailto:cindylea.weber@plainfieldnj.gov).

All questions regarding the RFP must be made in writing directed to CindyLea Weber, Purchasing Dept. Questions may be faxed to (908) 753-3500.

Proposals must be made in the form required by the specifications and one (1) original paper copy and one (1) PDF electronic copy on Jump Drive or CD must be delivered to reach CindyLea K. Weber, QPA, Office of Purchasing, City of Plainfield 515 Watchung Avenue, Plainfield, NJ 07060. Attention: "PROPOSALS – 2015 City of Plainfield Concerts" prior to the stated time for the receipt of proposals.

All information requested in the Request for Proposals must be provided or the proposal may be disqualified. Proposals MUST BE SEALED and labeled "PROPOSALS 2015 City of Plainfield Summer Concerts" prior to the stated time for the receipt of proposals and received no later than 11:00 A.M. on May 13, 2015. The City Reserves the right to reject any and all proposals, to waive any informality in the RPF process, and to accept any proposals which, in their judgement, are most advantageous, price and other factors considered, and will best serve the interest of the City of Plainfield.

Proposers are required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27.



---

# City of Plainfield

## REQUEST FOR PROPOSALS FOR *The Provision of*

### 2015 CITY OF PLAINFIELD SUMMER CONCERTS

*One (1) Original Paper hard copy and  
One (1) PDF electronic copy on a CD or Thumb Drive*

#### SUBMISSION DEADLINE

May 13, 2015  
11:00 AM

Plainfield City Hall Building,  
515 Watchung Avenue,  
Plainfield, NJ

#### ADDRESS ALL SEALED PROPOSALS TO:

Office of Purchasing  
City of Plainfield  
Plainfield City Hall,  
515 Watchung Avenue,  
Plainfield, NJ  
Attn: CindyLea K. Weber, QPA

"RFP- 2015 SUMMER CONCERTS"

## GENERAL INFORMATION & SUMMARY

### ORGANIZATION REQUESTING PROPOSAL

City of Plainfield  
Plainfield City Hall Building,  
515 Watchung Avenue,  
Plainfield, NJ 07060

### CONTACT PERSON

CindyLea K. Weber.  
Purchasing Agent, QPA

Plainfield City Hall Building,  
515 Watchung Avenue,  
Plainfield, NJ 07060  
Phone- (908) 226-2568 / Fax- (908) 753-3500

### SEALED PROPOSALS

Proposer must submit one (1) original and three (3) copies of original in a sealed envelope labeled "Proposals for 2015 City of Plainfield Summer Concerts" addressed in accordance with the front page of this document.

### INQUIRIES

All inquiries regarding the Request for Proposals must be submitted in writing to the contact person listed above no later than three (3) business days before the opening of proposals. Questions may be faxed to the contact person listed above.

### PURPOSE OF REQUEST

The City of Plainfield is requesting proposals from qualified individuals and firms to provide the procurement of artists, professional planning, production, promotion and management services for the 2015 City of Plainfield Summer Concerts. The purpose of this request is also to appeal to a large variety of residents and different types of music to reach a broad range of residents. One or more individuals/firms may be selected to provide services.

### TENTATIVE PERIOD OF CONTRACT

Date of signing of the contract through September 30,  
2015

### CONTRACT FORM

The successful proposer shall be required to execute the City's form contract, which includes the indemnification, insurance, termination and licensing provisions. A complete copy of a draft City form contract is available upon request. Failure on the part of the successful proposer to execute said agreement within ten (10) business days of award may result in termination of the award.

It is also agreed and understood that the acceptance of the final payment by Contractor shall be considered a release in full of all claims against the City arising out of, or by reason of, the work done and materials furnished under this Contract.

**DETAILED REQUIREMENTS OF THE REQUEST FOR PROPOSALS FOR:  
2015 Plainfield  
SUMMER CONCERTS**

1. **CITY OF PLAINFIELD FACTS AND FIGURES** -The City of Plainfield is a legal, governmental entity. The City operates under N.J.S.A 40A:11 The City Council sets policy, adopts the operating and capital budgets for the City, enacts ordinances and sets the direction of how the City of Plainfield will provide government services. The City Administrator is the City's chief executive officer and carries out the policies adopted by the City Council. The City's operating budget is approximately \$73 million. It provides significant and diverse services to its residents, including those in the senior, disabled, veterans and other communities.
  
2. **NATURE/ SCOPE OF SERVICES-** The City of Plainfield is requesting proposals from qualified individuals and firms to provide professional planning, production, promotion and management services for the 2015 City of Plainfield Summer Concerts One to take place each July 4, 2015 and another sometime in September, venue and location TBD said locations shall be finalized with the vendor and the City.

The proposer shall be responsible for:

- Providing an on-site supervisor/manager at each of the performances, from the time set-up begins through the end of break-down of each concert.
- Furnishing of all artists/performers for the nights of both concerts. The selection of the artists/ performers shall be subject to the acceptance of the City.
- Furnishing of the generator, stage, weekly stage transportation, stage set-up & breakdown; stage, sound and light technician(s).
- Furnishing of all electricity, sound system, stage lights and any other equipment that may be necessary to equip the stage for the artists/performance; any electricity for the trailers that may be used for the artists.
- July 4<sup>th</sup>'s concert will be held at Cedarbrook Park and the County supplies the stage, lighting and sound. Everything else, including talent, will be provided by the selected proposer.
- Furnishing of all electricity, sound system, stage lights and any other equipment that may be necessary to equip the stage for the artists/performance; any electricity for the trailers that may be used for the artists. The talent and the venue must also be secured for the second concert.

The proposer will be responsible for the setup and breakdown of the stage for each concert. If the stage is not taken down after each night's performance, the proposer will be responsible for the security of said stage and equipment on the stage.

The City of Plainfield shall be responsible for:

- Banners for the Stage
  - Publicity
- Food Vendors - for the public
- One (1) dressing room trailer
- Lighting for the parking areas
- Security for the parking areas

3. **STANDARD REQUIREMENTS OF TECHNICAL PROPOSAL-** Proposers should submit a technical proposal which contains the following:
- A. The full legal name of the proposer, its principal place of business and, if different, the place where the services will be provided;
  - B. The education, qualifications, experience, and training of all persons who would be assigned to provide services along with their names and titles;
  - C. A listing of all other engagements where services of the types being proposed were provided in the past five (5) years, and a listing of the type of music/ names of performers, that the proposer has engaged in the past. This should include other City or other levels of governments and other venues where performances are open to the public -Contact information for the recipients of the similar services must be provided. The City may obtain references from any of the parties listed;
  - D. A statement that the consultant will comply with both the timing and criteria set forth in section 2 of this RFP;
  - E. A statement that neither the firm nor any individuals assigned to this engagement are disbarred, suspended, or otherwise prohibited from professional practice by any federal, state, or local agency;
  - F. A statement that the proposer will comply with the General Terms and Conditions required by the City and enter into the City's standard Professional Services Contract;
  - G. All forms attached at the end of this document:

- Proposer Signature Page;
  - Vendor References;
- Business Registration Certificate;
- Stockholder Disclosure Certification;
  - Non-Collusion Affidavit;
  - Affirmative Action Requirement;
- American with Disabilities Requirement;
  - Business Disclosure Certification;
- Acknowledgment of Receipt of Addendum/ Addenda (if applicable); and
  - Detailed Budget.

5. **COST PROPOSAL** - Proposers shall submit a detailed cost proposal by line item which shall describe any or all cost associated with said services. The City does not provide payment for or reimbursement for travel.

Please see Exhibit B and include with your proposal, together with the detailed line items that represent this cost proposal. The payments to the successful vendor shall be made at the conclusion of both performances. Vendor must submit an invoice outlining services rendered for such period of the payment, together with a signed Plainfield City voucher.

6. **PROPOSAL EVALUATION** - The City will select the most advantageous proposals, based on all of the evaluation factors set forth at the end of this RFP. The City will make award(s) that are in the best interest of the City.

Each proposal must satisfy the objectives and requirements detailed in this RFP. The successful proposer shall be determined by an evaluation of the total contents of the proposal submitted. The City reserves the right to:

- a. Not select any of the proposals;
- b. Select only portions of a particular proposer's proposal for further consideration; (However, proposers may specify portions of the proposal that they consider "bundled".)
- c. Award a contract for the requested services at any time within 60 days of the selection of the most advantageous proposal; each proposal shall be considered irrevocable through this time period.

The City shall NOT be obligated to explain the results of the evaluation process to any proposer.

The City may require proposers to demonstrate any services described in their proposal prior to award.

7. **PROPOSAL LIMITATIONS** - This RFP is NOT intended to be an offer, order or contract and should not be regarded as such, nor shall any obligation or liability be imposed on the City by issuance of this RFP. The City reserves the right at the City's sole discretion to refuse any proposal submitted.
8. **USE OF INFORMATION** - Any specifications/ drawings, sketches, models, samples, data, computer programs, documentation, technical or business information and the like ("Information") furnished or disclosed by the City to the proposer in connection with this RFP shall remain the property of the City. When in tangible form, all copies of such information shall be returned to the City upon request. Unless such information was previously known to the proposer, free of any obligation to keep it confidential, or has been or is subsequently made public by the City or a third party, it shall be held in confidence by the proposer, shall be used only for the purposes of this RFP, and may not be used for other purposes except upon such terms and conditions as may be mutually agreed upon in writing.

## **9. GENERAL TERMS AND CONDITIONS -**

1. **STANDARD TERMS AND CONDITIONS APPLICABLE TO THE CONTRACT**  
 Unless the bidder/proposer is specifically instructed otherwise in the Request for Contract documents (RFP) or bid documents, the following terms and conditions shall apply to all contracts or purchase contracts made with the City of Plainfield (City). These terms are in addition to the terms and conditions set forth in the RFP or bid documents and should be read in conjunction with same unless the RFP or bid documents specifically indicates otherwise.

The statutes, laws, ordinances and/or codes applicable to this Project or contract require strict compliance.

### 1.1. BUSINESS REGISTRATION CERTIFICATE- Mandatory Requirement

*P.L.2009, c.315, requires that effective January 18, 2010; a contracting agency must receive proof of the proposer's business registration prior to the award of contract. However, the proof must show that the proposer was in fact registered with the State of New Jersey, Department of the Treasury, Division of Revenue, and obtained the business registration prior to the receipt of contract documents.*

If Subcontractors are named in the contract documents, proof of the business registration for each must be provided prior to the award of a contract. Similarly to the proposer the proof must show that each subcontractor was registered with the State of New Jersey Department of the Treasury, Division of Revenue and obtained the business registration prior to the receipt of contract documents.

Proof of business registration shall be a copy of the Business Registration Certificate issued by the Department of the Treasury, Division of Revenue, or a copy of the web printed version provided by the Department of Revenue.

#### 1.2. SALES AND USE TAX.

The contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall, during the term of the contract, collect and remit to the Department of the Treasury the use tax due pursuant to the "Sales and Use Tax Act, P.L. 1966, c. 30 (N.J.S.A. 54:32b-1 et seq.) on all their sales of tangible personal property delivered into the State. Any questions in this regard can be directed to the Division of Revenue at (609) 292-1730. Form NJ-REG can be filed online at

#### 1.3. ANTI-DISCRIMINATION.

All parties to any contract with the City agree not to discriminate in employment and agree to abide by the New Jersey Law Against Discrimination, including those contained within N.J.S.A. 10:5-31 through 10:5-38, and all rules and regulations issued thereunder are hereby incorporated by reference.

#### 1.4. AFFIRMATIVE ACTION.

The Vendor acknowledges receipt of Affirmative Action Exhibit A below and the Vendor agrees to comply with NJSA 10:5-31 et. seq. and NJAC 17:27. (copy of form attached)

#### 1.5. AMERICANS WITH DISABILITIES ACT - EQUAL OPPORTUNITY FOR INDIVIDUALS WITH DISABILITIES

The contractor must comply with all provisions of the Americans With Disabilities Act of 1990, as set forth below (copy of form attached).

#### 1.6. PREVAILING WAGE ACT.

The New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.26 et seq. is

hereby made part of every contract entered into on behalf of the City, except those contracts which are not within the contemplation of the Act.

The bidder's signature on the contract documents is his guarantee that neither he nor any subcontractors he might employ to perform the work covered by the contract documents has been suspended or debarred by the Commissioner, Department of Labor for violation of the provisions of the Prevailing Wage Act and/or the Public Works Contractor Registration Acts; the bidder's signature on the contract documents is also his guarantee that he and any subcontractors he might employ to perform the work covered by the contract documents shall comply with the provisions of the Prevailing Wage Act and Public Works Contractor Acts, where required.

#### 1.7. PAY TO PLAY PROHIBITIONS.

Pursuant to N.J.S.A. 19:44A-20.13 et seq. (L.2005, c. 51), and specifically, N.J.S.A. 19:44A-20.21, it shall be a breach of the terms of the contract for the business entity to:

- a. make or solicit a contribution in violation of the statute;
- b. knowingly conceal or misrepresent a contribution given or received;
- c. make or solicit contributions through intermediaries for the purpose of concealing or misrepresenting the source of the contribution;
- d. make or solicit any contribution on the condition or with the contract that it will be contributed to a campaign committee or any candidate or holder of the public office of Governor, or to any State or City party committee;
- e. engage or employ a lobbyist or consultant with the intent or understanding that such lobbyist or consultant would make or solicit any contribution, which if made or solicited by the business entity itself, would subject that entity to the restrictions of the Legislation;
- f. fund contributions made by third parties, including consultants, attorneys, family members, and employees;
- g. engage in any exchange of contributions to circumvent the intent of the Legislation; or
- h. directly or indirectly through or by any other person or means, do any act which would subject that entity to the restrictions of the Legislation.

#### 1.8. POLITICAL CONTRIBUTION DISCLOSURE.

The contractor is advised of its responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission (ELEC), pursuant to N.J.S.A.19:44A-20.27 (L. 2005, c. 271, §3 as amended) if in a calendar year the contractor receives one or more contracts valued at \$50,000.00 or more. It is the contractor's

responsibility to determine if filing is necessary. Failure to file can result in the imposition of penalties by ELEC. Additional information about this requirement is available from ELEC by calling 1(888) 313-3532 or on the internet at <http://www.elec.state.nj.us/>

- 1.9. COMPLIANCE AND PROCUREMENT OF PERMITS AND LICENSES. The contractor must comply with all local, State and Federal laws, rules and regulations applicable to this contract and to the goods delivered and/or services performed hereunder.

The contractor shall at its sole cost and expense, procure all licenses, authorizations, approvals, contracts and permits necessary to the fulfillment of its obligations under the terms of the contract.

#### 1.10. GOVERNING LAWS AND JURISDICTION.

It is agreed and understood that any contracts under this Contract shall be governed and construed and the rights and obligations of the parties hereto shall be determined in accordance with the laws of the State of New Jersey. Any disputes arising between the parties shall, in the first instance, be referred to mediation for resolution, and failing that, through litigation in an appropriate court of competent jurisdiction venued in City of Plainfield.

#### 1.11. BUY AMERICAN.

Pursuant to N.I.S.A. 40A:11-18, if manufactured items or farm products will be provided under this contract to be used in a public work, they shall be manufactured or produced in the United States and the contractor shall be required to so certify.

## 2. INDEMNIFICATION AND INSURANCE

### 2.1. INDEMNIFICATION.

The contractor's liability to the City and its employees in third party suits shall be as follows:

- a. Indemnification for Third Party Claims – The contractor shall assume all risk of and responsibility for, and agrees to indemnify, defend, and save harmless the City and its employees from and against any and all claims, demands, suits, actions, recoveries, judgments and costs and expenses in connection therewith which shall arise from or result directly or indirectly from the work and/or materials supplied under this contract, including liability of any nature or kind for or on account of the use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of this contract.

- b. The contractor further agrees that this indemnification includes: claims and damage to property and bodily injury, sickness, disease or death to persons or injury to or destruction of tangible property, including the work itself, and the loss of use resulting therefrom, or the loss of use of tangible property which has not been physically injured or destroyed, which may arise out of or be caused by the actions, activities or omissions of the contractor's employees, subcontractors and agents in connection with the performance of the work as outlined in this contract.
- c. The contractor's indemnification and liability under subsection (a) is not limited by, but is in addition to the insurance obligations herein.
- d. In the event of a patent and copyright claim or suit, the contractor, at its option, may: (1) procure for the City the legal right to continue the use of the product; (2) replace or modify the product to provide a non-infringing product that is the functional equivalent; or (3) refund the purchase price less a reasonable allowance for use that is agreed to by both parties.

## 2.2. INSURANCE.

The contractor shall secure and maintain in force for the term of the contract insurance as provided herein. All required insurance shall be provided by insurance companies with an A- VIII or better rating by A.M. Best & Company. The contractor shall provide the City with current certificates of insurance for all coverage and renewals thereof, and the certificates shall reflect that the insurance policies shall not be canceled for any reason except after sixty (60) days written notice to the City. Certificates of renewals shall be provided within thirty (30) days of the expiration of the insurance. The contractor shall not begin to provide services or goods to the City until evidence of the required insurance is provided and approved. The certificates of insurance shall indicate the contract number or purchase order number and title of the contract in the Description of Operations box and shall list the City of Plainfield, City Hall 515 Watchung Avenue, Plainfield New Jersey 07207 in the Certificate Holder box. The certificates and any notice of cancelation shall be mailed to the City at:

Purchasing Agent  
Plainfield City Hall  
515 Watchung Avenue,  
Plainfield New Jersey 07207

The insurance to be provided by the contractor shall be as follows:

- a. Occurrence Form Comprehensive General Liability Insurance or its equivalent: The minimum limit of liability shall be with combined single limits for bodily injury and property damage of not less than
- \$1 million per occurrence and \$2 million-aggregate. The above required Comprehensive General Liability Insurance policy or its equivalent shall name the City, officers and employees as „Additional Insured" and include the blanket additional insured endorsement or its equivalent. The coverage to be provided under these policies shall be at least as broad as that provided by the standard basic, un-amended, and unendorsed Comprehensive General Liability Insurance occurrence coverage forms or its equivalent currently in use in the State of New Jersey, which shall not be circumscribed by an endorsement limiting the breadth of coverage.
- b. Automobile Liability Insurance which shall be written to cover any automobile used by the insured. Limits a liability for bodily injury and property damage shall not be less \$500,000 per person and \$2 million per accident, and property damage limit of at least \$500,000 per accident. The City must be named as an „Additional Insured" (see Paragraph (e) below for exact language to use) and a blanket additional insured endorsement or its equivalent must be provided when the services being procured involve vehicle use on the City's behalf or on City controlled property.
- c. Worker's Compensation Insurance applicable to the laws of the State of New Jersey and Employers Liability Insurance with limits not less than:
- \$1,000,000 BODILY INJURY, EACH OCCURRENCE  
 \$1,000,000 DISEASE EACH EMPLOYEE  
 \$1,000,000 DISEASE AGGREGATE LIMIT
- d. Commercial Automobile Liability Insurance:  
 Also, if City vehicles are being used the policy shall include Hired/Non-Owned coverage for the operation of the City's vehicles with limits of not less than \$1,000,000.00 combined single limit for bodily injury and property damage. If City vehicles are being used by the bidder/proposer in the performance of this contract, then in that event, Hired Non-Owned coverage for the operation of the City's vehicles shall be required
- e. Additional Insured: the City of Plainfield, its Board of Chosen Freeholders, officers, employees, agents and servants are included as Additional Insured under all policies except workers compensation.
- f. Coverage on Primary and Non-contributory Basis: The Certificate of  
 of  
 Insurance should indicate that all insurance coverage will be

- provided on a primary and non-contributory basis to the City of Plainfield, its officers, employees, and agents
- g. Cancellation Notice: Cancellation notice of all certificates or evidence of insurance shall provide that 30 day notice of cancellation, non-renewal or material change will be provided to the Additional Insured. The words „endeavor to" and „failure to do so shall impose no obligation or liability of any kind whatsoever on the Insurer, its Agents or Representatives" shall be stricken from the certificates.
  - h. Waiver of Subrogation: in favor of the City of Plainfield, officers, employees, agents and servants on all polices.
  - i. **If applicable to the services, Professional Liability Coverage** in the amount of not less than three million dollars (\$3,000,000) for each claim.

NOTE: Satisfaction of general and automobile liability requirements can be met by excess or umbrella coverage.

### 3. GENERAL TERMS GOVERNING ALL CONTRACTS

#### 3.1. CONTRACTOR IS INDEPENDENT CONTRACTOR.

In the performance of this contract, the contractor, its officers, employees, subcontractors, suppliers, agents or representatives will act in an independent capacity and NOT as officials, agents or employees of the City.

It is expressly understood and agreed that the contractor and its officers, employees, subcontractors, suppliers, agents and representatives shall in no event, as a result of the Agreement, be entitled to any benefit to which City of Plainfield employees are entitled, including but not limited to, overtime, retirement benefits, worker's compensation benefits and injury leave or other leave benefits

#### 3.2. CONTRACT TERM AND EXTENSION OPTION.

If, in the opinion of the City, it is in the best interest of the City to extend a contract, the contractor shall be so notified of the City's intent at least thirty (30) days prior to the expiration date of the existing contract. The contractor shall have fifteen (15) calendar days to respond to the City's request to extend the term and period of performance of the contract.

If the contractor agrees to the extension, all terms and conditions of the extended contract shall be governed by NJSA 40A:11-15 as applicable.

### 3.3. CITY'S OPTION TO REDUCE SCOPE OF WORK.

The City has the option, in its sole discretion, to reduce the scope of work for any deliverable, task or subtask called for under this contract.

In such an event, the City shall provide to the contractor advance written notice of the change in scope of work and what the City believes should be the corresponding adjusted contract price. (Deduct Change Order) within five (5) business days of receipt of such written notice.

- a. If the contractor does not agree with the City's proposed adjusted contract price, the contractor shall submit to the City any additional information that the contractor believes impacts the adjusted contract price with a request that the City reconsider the proposed adjusted contract price. The parties shall negotiate the adjusted contract price. If the parties are unable to agree on an adjusted contract price, the City shall make a prompt decision taking all such information into account, and shall notify the contractor of the final adjusted contract price.
- b. If the contractor has undertaken any work effort toward a deliverable, task or subtask that is being changed or eliminated such that it would not be compensated under the adjusted contract, the contractor shall be compensated for such work effort according to the applicable portions of its price schedule and the contractor shall submit to the City an itemization of the work effort already completed by deliverable, task or subtask within the scope of work, and any additional information the City may request. The City shall make a prompt decision taking all such information into account, and shall notify the contractor of the compensation to be paid for such work effort.

### 3.4. CHANGE IN LAW.

Whenever a change in applicable law or regulation affects the scope of work, the City shall provide written notice to the contractor of the change and the City's determination as to the corresponding adjusted change in the scope of work and corresponding adjusted contract price within five (5) business days of receipt of such written notice.

- a. If the contractor does not agree with the adjusted contract price, the contractor shall submit to the City any additional information that the contractor believes impacts the adjusted contract price with a request that the City reconsider the adjusted contract price. The City shall make a prompt decision taking all such information into account, and shall notify the contractor of the final adjusted contract price.

- b. If the contractor has undertaken any work effort toward a deliverable task or subtask that is being changed or eliminated such that it would not be compensated under the adjusted contract, the contractor shall be compensated for such work effort according to the applicable portions of its price schedule and the contractor shall submit to the City an itemization of the work effort already completed by deliverable, task or subtask within the scope of work, and any additional information the City may request. The City shall make a prompt decision taking all such information into account, and shall notify the contractor of the compensation to be paid for such work effort.

#### 4. TERMS AND CONDITIONS

##### 4.1 *SUBCONTRACTING.*

If the contractor uses a subcontractor to fulfill any of its obligations, the contractor shall be responsible for the subcontractor's: (a) performance; (b) compliance with all of the terms and conditions of the contract; and (c) compliance with the requirements of all applicable laws.

##### 4.2 *ASSIGNMENT OR TRANSFER.*

The contractor may not assign, transfer, convey any of its responsibilities under the contract, in whole or in part, or otherwise dispose of this contract to any third party or entity, and this contract may not be involuntarily assigned or assigned by operation of law without prior written consent of the City, which consent shall not be unreasonably withheld. Any attempted assignment in contravention of this contract shall be null and void as to assignor and assignee. If such a transfer without consent occurs, the City may refuse to carry out its contract with either the Assignor or Assignee, and reserves all rights of action for breach of the contract.

The City reserves the right to assign or transfer the contract to any person, office or entity as it deems appropriate.

##### 4.3 *AVAILABILITY OF FUNDS.*

The obligations of the City under this contract are contingent upon the availability of appropriated funds and receipt of revenues on an annual basis from which payment for contract purposes can be made. No legal liability on the part of the City for payment of any money shall arise unless and until funds are appropriated each fiscal year. No work shall be performed until the contractor has received assurances that sufficient funds exist. If funding is not authorized or approved, such events shall not constitute a default.

#### 4.4 TERMINATION WITHOUT CAUSE.

The performance of work under this contract may be terminated by the City without cause upon thirty (30) days' notice. Any such termination shall be effected by delivering to the contractor a Notice of Termination specifying the extent to which performance of the work under this contract is terminated and the date on which termination becomes effective. In no event, however, shall the contractor be paid for loss of anticipated profits or consequential damages.

#### 4.5 TERMINATION FOR CAUSE.

The City may, by written notice of default to the contractor, and without prejudice to any other right or remedy, terminate this contract under any one of the following circumstances if the contractor does not cure such default within a period of ten (10) days (or such longer periods as the City may authorize in writing) after providing notice to the contractor specifying such failure:

- a. If the contractor refuses or fails to supply services called for in this contract or fails to meet any criteria defined in the contract;
- b. If the contractor disregards laws, ordinances, rules, regulations or orders;
- c. If the contractor fails to perform any of the other provisions of this contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms;
- d. If the contractor files a petition in bankruptcy, becomes insolvent, ceases its operation, makes an Assignment for the Benefit of Creditors or any similar action that affects the rights, affairs or property of the City.

#### 4.6 CONTRACTOR LIABILITY UPON TERMINATION.

The City shall hold the contractor liable for actual damages permitted under the laws of the State of New Jersey arising out of or resulting from the termination of the contract.

The City may also hold the contractor liable for all incidental and consequential damages permitted under the laws of the State of New Jersey arising or resulting from the termination of the contract.

#### 4.7 FORCE MAJEURE.

Neither party shall be liable for any damages if the failure to perform the contract arises out of causes beyond the control and without the fault  
or

negligence of either party. Such causes may include, but are not restricted to terroristic acts, acts of God, acts of the City solely in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without fault or negligence of either the contractor or its subcontractor(s). When such a cause arises, either party shall notify the other immediately in writing of its failure to perform, describing the cause of failure and how it affects performance, and the anticipated duration of the inability to perform.

#### 4.8. RIGHTS AND REMEDIES.

The rights and remedies of the City shall not be exclusive and are in addition to any other rights under the contract or under applicable law.

In the event the City is required to undertake any legal action to enforce its rights and remedies under the contract, the City shall be entitled to recover reasonable attorney fees and costs in the event the City prevails against the contractor.

#### 4.9. INSPECTION AND AUDIT.

The contractor shall maintain accounting records in a manner so as to enable the City to easily audit and examine any books, documents, papers, and records maintained in support of the contract. Such records shall consist of sufficient documentation to support all invoices and shall adhere to customary and accepted accounting practices. All such documents shall be made available to the City for inspection and/or copying at its request and upon not less than three (3) business days and shall be clearly identifiable as pertaining to this contract. The City may, at its option, retain at its expense, a certified public accounting firm of its own choice to conduct periodic audits.

Pursuant to N.J.A.C. 17:44-2.2, the vendor shall maintain all documentation related to products, transactions or services under this contract for a period of five (5) years from the date of final payment. Such records shall be made available to the City or its designee upon request.

The contractor agrees that the City shall have the right to examine any of the contractor's records that are directly related to this contract. The contractor shall preserve books, documents and records for a period

of five (5) years from completion of the contract. During the term of the contract, all information by the contractor in the performance of this contract will be made available to the City within three (3) business days upon demand. If requested, the contractor shall deliver to the City all background material prepared or obtained by the contractor relating to the performance of this contract. Background material is defined as original work papers, notes and drafts prepared by the contractor and all data related to the services being rendered, including electronic data processing forms, computer programs, computer files, pamphlets, and other literature.

The City or its authorized representatives shall at all reasonable times and upon 24 hour written notice, have the right to enter the premises or such other places where supplies to be provided under the contract are being stored, to inspect, monitor or otherwise evaluate the work or services being performed. If the City desires to inspect work on the contractor's premises, the City will abide with all reasonable security procedures. All inspections and evaluations shall be performed in such a manner that will not unreasonably delay work.

#### 4.10. MERGERS OR ACQUISITIONS.

If, during the term of this contract, the contractor shall merge with or be acquired by another firm, the contractor shall give notice to the City as soon as practicable and in no event longer than thirty (30) days after said merger or acquisition. The contractor shall provide such documents as may be requested by the City, which may include but need not be limited to: political contribution disclosures, business entity disclosures, corporate resolutions prepared by the awarded contractor and new entity ratifying acceptance of the original contract, terms, conditions and prices; updated information including ownership disclosure and Federal Employer Identification Number. The documents must be submitted within thirty (30) days of the request. Failure to do so may result in termination of the contract for cause.

If, at any time during the term of the contract, the contractor's partnership, limited liability company, limited liability partnership, professional corporation, or corporation shall dissolve, the City must be so notified. All responsible parties of the dissolved business entity must submit to the City in writing, the names of the parties proposed to perform the contract, and the names of the parties to whom payment should be made. No payment shall be made until all parties to the dissolved business entity submit the required documents to the City

and the City approves the new performing party.

4.11. **CONTRACT AMENDMENT.**

Except as provided herein, the contract may only be amended by written contract of the City and the contractor.

4.12. **WAIVER.**

No term or provision hereof shall be deemed waived and no breach excused by the City unless such waivers shall be in writing and signed by the party claimed to have waived or consented to the term or provision.

Any consent by the City of Plainfield to, or waiver by the City of Plainfield of, a breach by the Proposer, whether express or implied, shall constitute a consent to, waiver of, or excuse for any different or subsequent breach.

4.13. **SEVERABILITY.**

If any provision of this contract, or application thereof to any person or circumstance, is held invalid or unenforceable, such invalidity shall not void the entire contract or affect other provisions or applications of this contract which can be given effect without the invalid provision or application, and to this end the provisions of this contract are severable.

4.14. **ENTIRE CONTRACT.**

These terms and conditions, bid documents, RFPs, RCCPs specifications and drawings, the mandatory minimum requirements, and the forms, contract documents, and bid submissions, as applicable, shall be the full and complete understanding of the parties hereto and supersedes any prior understandings, representations or oral or written contracts between the parties.

5. **TERMS RELATING TO PRICE AND PAYMENT**

5.1. **PRICE FLUCTUATION DURING CONTRACT.**

Unless otherwise agreed to in writing by the City, all prices quoted shall be firm through issuance of contract or purchase order and shall not be subject to increase during the period of the contract.

In the event of a manufacturer's or contractor's price decrease during the contract period, the City shall receive the full benefit of such price reduction on any undelivered purchase order and on any subsequent order placed during the contract period. The City must be notified, in writing, of any price reduction within five (5) days of the effective date.

Failure to report price reductions may result in cancellation of contract for cause.

#### 5.2. TAX CHANGES.

The City is exempt from State sales or use taxes and Federal excise taxes. Therefore, price quotations must not include such taxes. The City's Federal Excise Tax Exemption number is 22-6002219.

#### 6. PAYMENT

Unless otherwise stated in the scope of work, payment requests shall be submitted to the respective City Department every thirty (30) days. The payment request shall sufficiently detail the work performed, services provided or goods delivered and shall be accompanied by the Contract Identification Number and completed City Invoicing Form.

#### 7. OPRA (Open Public Records Act)

Pursuant to the Open Publics Record Act, N.I.S.A. 47:A-1.1 et seq. (OPRA), all information and documentation received in response to this Request for Contract documents will become the property of the City of Plainfield. As such, your contract documents will be considered public information and will be available for review by individuals or agencies who request same from the City unless you affirmatively allege an exception to OPRA applies. It will be your responsibility to defend your position in the appropriate agency or court. Redaction, as a means of preventing disclosure of sensitive information may be available if your contract documents are requested pursuant to OPRA.

#### 8. COOPERATION WITH OTHER VENDORS

The Vendor shall fully cooperate with other Vendors of the City of Plainfield, the City of Plainfield's employees, or the employees of others as may be required by circumstances or directed by the City of Plainfield.

#### 9. DELIVERIES

Proposals may be hand delivered or mailed consistent with the provisions of the Legal Notice to Proposers. In the case of mailed proposals, the City

assumes no responsibility for proposals misdelivered or received after the designated date and time and will return late proposals unopened. Proposals will not be accepted by facsimile or e-mail.

10. ADDITIONAL REQUIREMENTS

**END OF GENERAL INSTRUCTIONS**

**BASIS OF AWARD**  
*(To be completed by City evaluation committee)*

**EVALUATION FACTORS**

---

- A.      Relevance and Extent of Qualifications, Experience, Reputation and Training of Personnel to be assigned
  
- B.      Knowledge of the City of Plainfield and the subject matter to be addressed under this engagement
  
- C.      Relevance and Extent of Similar Engagements performed
  
- D.      Technical Proposal contains all required information
  
- E.      Reasonableness of Cost Proposal

**REQUEST FOR PROPOSAL CHECKLIST**

THIS CHECKLIST MUST BE COMPLETED AND SUBMITTED WITH YOUR PROPOSAL:

Please initial below, indicating that your proposal includes the itemized document.

**A PROPOSAL SUBMITTED WITHOUT THE FOLLOWING DOCUMENTS IS CAUSE FOR REFUSAL.**

INITIAL BELOW

DOCUMENT TITLE	INITIALS
<ul style="list-style-type: none"> <li>One (1) original and one (1) electronic copy of your entire proposal in PDF format on a CD or Thumb Drive Please include all information and affirmative statements as required in the section entitled "Standard Requirements of Technical Proposal"</li> </ul>	
<ul style="list-style-type: none"> <li>PROPOSER SIGNATURE PAGE</li> </ul>	
<ul style="list-style-type: none"> <li>VENDOR REFERENCES</li> </ul>	
<ul style="list-style-type: none"> <li>BUSINESS REGISTRATION CERTIFICATE</li> </ul>	
<ul style="list-style-type: none"> <li>STOCKHOLDER DISCLOSURE CERTIFICATION</li> </ul>	
<ul style="list-style-type: none"> <li>NON-COLLUSION AFFIDAVIT</li> </ul>	
<ul style="list-style-type: none"> <li>AFFIRMATIVE ACTION REQUIREMENT</li> </ul>	
<ul style="list-style-type: none"> <li>AMERICANS WITH DISABILITIES ACT</li> </ul>	
<ul style="list-style-type: none"> <li>AFFIDAVIT OF NO CONFLICT OF INTEREST</li> </ul>	
<ul style="list-style-type: none"> <li>BUSINESS DISCLOSURE CERTIFICATION</li> </ul>	
<ul style="list-style-type: none"> <li>ACKNOWLEDGEMENT OF RECEIPT OF ADDENDUM/ ADDENDA (if applicable)</li> </ul>	
<ul style="list-style-type: none"> <li>DETAILED BUDGET</li> </ul>	

Note: N.J.S.A 52:32-44 provides that the City shall not enter into a contract for goods or services unless the other party to the contract provides a copy of its business registration certificate and the business registration certificate of any subcontractors at the time that it submits its proposal. The contracting party must also collect the state use tax where applicable.

**THE UNDERSIGNED HEREBY ACKNOWLEDGES THE ABOVE LISTED REQUIREMENTS**

\_\_\_\_\_  
PRINT NAME OF COMPANY

\_\_\_\_\_  
SIGNATURE OF AUTHORIZED PROPOSER

\_\_\_\_\_  
PRINT NAME OF PROPOSER

**PROPOSER SIGNATURE PAGE**

1. If doing business under a **trade name, partnership** or a **sole proprietorship**, you must submit the proposal under **exact title** of the trade name, partnership, or proprietorship, and the proposal must be signed by either the **owner** or a **partner** and **witnessed** by a **notary public**.
2. If a **Corporation**, the proposal must be signed by the **President or Vice President** and **witnessed** by **Corporate Secretary**, (Corporate title must be exact) and **affix corporate seal**.
3. Other persons **authorized by Corporate Resolution** to execute agreements on its behalf may also sign the proposal documents (pages).
4. The Person who signs this proposal form **must also sign** the **Non-Collusion Affidavit**.
5. You **cannot** witness your own signature.

\_\_\_\_\_  
NAME OF PROPOSER

\_\_\_\_\_  
SIGNATURE  
CORPORATE SECRETARY

\_\_\_\_\_  
ADDRESS OF PROPOSER

\_\_\_\_\_  
PRINT NAME AND TITLE  
CORPORATE SECRETARY

TELEPHONE: \_\_\_\_\_

**AFFIX CORPORATE SEAL**

FAX: \_\_\_\_\_

EMAIL: \_\_\_\_\_

BY:

SIGNATURE DATE

\_\_\_\_\_  
\_\_\_\_\_  
PRINT OR TYPE NAME AND TITLE

**WARNING:** FAILURE TO FULLY, ACCURATELY, AND COMPLETELY SUPPLY THE INFORMATION REQUESTED ON THIS PAGE MAY RESULT IN THE REJECTION OF YOUR PROPOSAL AS NON-RESPONSIVE.

**VENDOR REFERENCES**

Proposer shall provide a list of current references, with contact names, email addresses, phone number and years servicing the entity, which the City of Plainfield may use in reference checking. Proposers should include a minimum of three to five references with their proposal.

For each reference please include the following information. Add additional pages if desired.

	<b>ENTITY AND NAME</b>	<b>EMAIL</b>	<b>TEL. NO.</b>	<b>Year Servicing Community</b>
1				
2				
3				
4				
5				

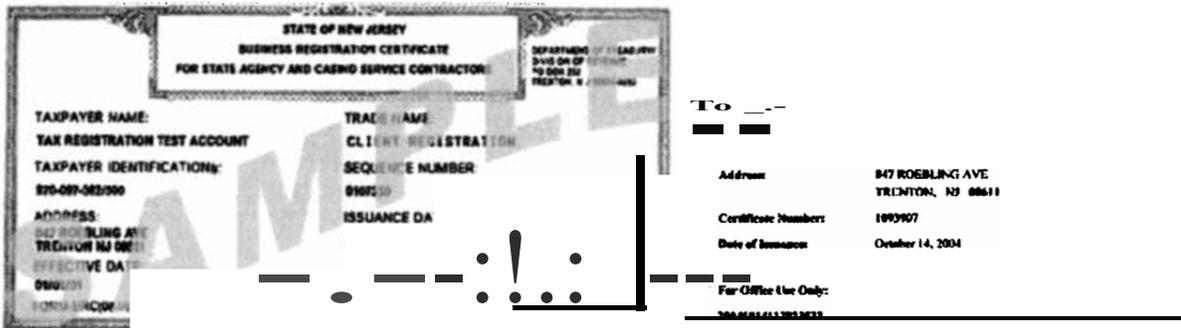
## BUSINESS REGISTRATION CERTIFICATE Mandatory Requirement

P.L. 2009, c.315, requires that effective January 18, 2010; a contracting agency must receive proof of the Proposer's business registration prior to the award of a contract. However, the proof must show that the Proposer was in fact registered with the State of New Jersey Department of the Treasury, Division of Revenue and obtained the business registration prior to the receipt of proposals.

If subcontractors are named on the proposal, proof of the business registration for each must be provided prior to the award of a contract. Similarly to the Proposer, the proof must show that each subcontractor was registered with the State of New Jersey Department of the Treasury, Division of Revenue and obtained the business registration prior to the receipt of proposals.

Proof of business registration shall be:

- A copy of a Business Registration Certificate issued by the Department of Treasury, Division of Revenue; or
- A copy of the web printed version provided by the NJ Division of Revenue



ATTACH BRC HERE

STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE

TAX REG TEST ACCOUNT

**STOCKHOLDER DISCLOSURE CERTIFICATION**

N.J.S.A. 52:25-24.2 (P.L. 1977 c. 33)

Failure of the Proposer to submit the required information is cause for automatic rejection.

**CHECK ONE**

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.

**OR**

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

**LEGAL NAME OF****PROPOSER:** \_\_\_\_\_**Check the box that represents the type of business organization:** Partnership Corporation Sole

Proprietorship

 Limited Partnership Limited Liability Corporation Limited

Liability

Partnership

 Subchapter S Corporation**Complete if the Proposer/respondent is one of the 3 types of corporations:****Date Incorporated:** \_\_\_\_\_**Where Incorporated:** \_\_\_\_\_**BUSINESS ADDRESS:****Street Address****City****State****Zip Code****Telephone#****Fax#**

Pursuant to N.J.S.A. 52:25-24.2, also referred to as P.L. 1977, c. 33, 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 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 (10) percent or more of its stock of any class, or of all individual partners in the partnership who own a ten (10) percent or greater interest therein. Further, the Attorney General has concluded that the provisions of N.J.S.A. 52:25-24.2, in referring to corporations and partnerships, are intended to apply to all forms of corporations and partnerships, including, but not limited to, limited partnerships, limited liability corporations, limited liability partnerships, and Subchapter S corporations.

Proposers are required to disclose whether they are a partnership, corporation or sole proprietorship. The Stockholder Disclosure Certification form shall be completed, signed and notarized. Failure of the Proposer to submit the required information is cause for automatic rejection of the Proposal.

**STOCKHOLDER DISCLOSURE CERTIFICATION- (Continued)**

**Sign and notarize the form below, and, if necessary, complete the stockholder list below.**

NAME	HOME ADDRESS	TITLE	%OF OWNERSHIP
------	--------------	-------	---------------

- 1.
- 2.
- 3.
- 4.
- 5.

If one or more of the owners of the Proposer/ Respondent is itself a corporation or partnership, then for that corporation or partnership owner you must set forth the name, home address, title and percentage of ownership of every person who is an owner of that corporation or partnership.

NAME	HOME ADDRESS	TITLE	%OF OWNERSHIP
------	--------------	-------	---------------

- 1.
- 2.
- 3.
- 4.
- 5.

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

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

\_\_\_\_\_, 20\_\_\_\_  
(Notary Public)

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

My Commission expires:

(Corporate Seal)

NON-COLLUSION AFFIDAVIT

State of New Jersey  
City of \_\_\_\_\_

ss:

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

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

\_\_\_\_\_ the Proposer making this Proposal for the RCCP

entitled \_\_\_\_\_, and that I executed the said proposal with  
(title of proposal)

full authority to do so that said Proposer has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the CITY OF PLAINFIELD, NEW JERSEY relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for the said project.

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

maintained by \_\_\_\_\_

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

\_\_\_\_\_  
Signature (Original signature only;  
stamped signature not accepted)

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

\_\_\_\_\_  
 Notary public of the State of \_\_\_\_\_ My Commission expires \_\_\_\_\_  
 (Seal)

NOTE TO NOTARY: WHEN COMPLETING THIS JURAT, ALL NOTARIES MUST: 1. Indicate date. 2. Indicate State. 3. Sign name. 4. Affix name by Printing it, typing it, using a rubber stamp, using an impression seal or using a mechanical stamp.

Note to Proposer: The person who signed the Proposal form for the Proposer should sign this form also.

***WARNING: IF YOU FAIL TO FULLY, ACCURATELY AND COMPLETELY FILL OUT THIS AFFIDAVIT OF NON-COLLUSION, YOUR PROPOSAL WILL BE REJECTED.***

**AFFIRMATIVE ACTION REQUIREMENT**

**REQUIRED AFFIRMATIVE ACTION EVIDENCE**

General Requirements of P.L. 1975, c. 127: You are hereby put on notice that:

**A. Procurement, Professional & Service Contracts**

All successful vendors must submit within seven days of the notice of intent to award or the signing of the contract one of the following: **PLEASE CHECK ONE**

**D** A photocopy of your Federal Letter of Affirmative Action Plan Approval

OR

**D** A photocopy of your Certificate of Employee Information Report

OR

**D** A completed Affirmative Action Employee Information Report (AA302)

If successful vendor does not submit the affirmative action document within the seven days the City of Plainfield will declare the vendor as being non-responsive and award the contract to the next lowest Proposer.

\_\_\_\_\_  
Print or type FIRM NAME here

\_\_\_\_\_  
Sign NAME and TITLE here  
(Original signature only, stamped signature not accepted)

\_\_\_\_\_  
Print or type NAME and TITLE here

\_\_\_\_\_  
Print or type DATE

## EXHIBIT A

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

## GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

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

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

The contractor or subcontractor, where applicable, will send to each labor Plainfield 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 Plainfield 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 City employment goals established in accordance with N.J.A.C.17:27 5.2, or a binding determination of the applicable City 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 Plainfields, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302

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

17:27.