

**SPECIFICATIONS
FOR
CITY OF PLAINFIELD
UNION COUNTY, NEW JERSEY
COMPREHENSIVE HOUSING ASSISTANCE
PROGRAM
(CHAP)**



REQUEST FOR PROPOSALS

REQUEST FOR PROPOSALS

COMPREHENSIVE HOUSING ASSISTANCE PROGRAM (CHAP)

THE CITY OF PLAINFIELD WILL RECEIVE SEALED PROPOSALS FOR **COMMUNITY HOUSING ASSISTANCE PROGRAM (CHAP)**. ALL AS SHOWN DETAILED IN THESE SPECIFICATIONS, UNTIL 11:00 A.M. PREVAILING LOCAL TIME ON **WEDNESDAY, NOVEMBER 30, 2011, AT THE PURCHASING DIVISION, 515 WATCHUNG AVENUE, PLAINFIELD, NEW JERSEY 07061**, AT WHICH TIME AND PLACE ALL BIDS WILL BE PUBLICLY OPENED AND READ ALOUD.

THE ABOVE CONTRACT SHALL BE PERFORMED IN STRICT ACCORDANCE WITH THE CONTRACT DOCUMENTS, INCLUDING ANY TECHNICAL SPECIFICATIONS WHICH ARE ON FILE WITH **THE CITY PURCHASING AGENT, 515 WATCHUNG AVENUE, PLAINFIELD, NEW JERSEY, 07061**.

ATTENTION IS CALLED TO THE FACT THAT NOT LESS THAN THE MINIMUM SALARIES AND WAGES AS SET FORTH IN THE CONTRACT DOCUMENTS MUST BE PAID ON THIS PROJECT AND THAT EMPLOYEES AND APPLICANTS FOR EMPLOYMENT ARE NOT DISCRIMINATED AGAINST BECAUSE OF THEIR RACE, COLOR, RELIGION, SEX OR NATIONAL ORIGIN.

BIDDERS ARE REQUIRED TO COMPLY WITH THE REQUIREMENTS OF N.J.S.A. 10:5-31 et. seq. and N.J.A.C. 17:27 AS WELL AS THE AFFIRMATIVE ACTION REQUIREMENTS OF THE CITY OF PLAINFIELD. SUCH REQUIREMENTS ARE INCLUDED IN THE PROPOSAL DOCUMENTS.

THE CITY OF PLAINFIELD RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS, TO WAIVE DEFECTS OR INFORMALITIES IN BIDS, OR TO ACCEPT ANY BID AS IT SHALL DEEM FOR THE BEST INTEREST OF THE CITY OF PLAINFIELD, NEW JERSEY.

BIDS MAY BE HELD BY THE CITY FOR A PERIOD NOT TO EXCEED SIXTY (60) CALENDAR DAYS FROM THE DATE OF OPENING OF THE PROPOSALS FOR THE PURPOSE OF REVIEWING THE PROPOSALS AND INVESTIGATING THE QUALIFICATIONS OF THE VENDORS PRIOR TO AWARDING OF THE CONTRACT.

BE ADVISED THAT FEDERAL FUNDS THROUGH THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT COMMUNITY DEVELOPMENT BLOCK GRANTS ARE BEING UTILIZED IN THIS PROJECT. BY VIRTUE OF EXECUTIVE ORDER #34 (1976) VENDORS CURRENTLY SUSPENDED, DEBARRED, OR DISQUALIFIED ARE EXCLUDED FROM PARTICIPATION ON THIS PROJECT.

**DAVID SPAULDING
PURCHASING AGENT
CITY OF PLAINFIELD N.J.**

**REQUEST FOR PROPOSALS
HOUSING REHABILITATION SERVICES**

**FOR THE
COMPREHENSIVE HOUSING ASSISTANCE PROGRAM (CHAP)
CITY OF PLAINFIELD
UNION COUNTY, NJ**

SCOPE OF SERVICES

The City of Plainfield is seeking proposals and statements of qualifications from consulting firms with experience in providing Housing Rehabilitation Services under the Comprehensive Housing Assistance Program (CHAP), which is funded by federal dollars through the Community Development Block Grant.

The Scope of work consists of the following:

For a contract period of about nine (9) months, to begin on or about January 1, 2012, and ending no later than September 30, 2012. The consultant shall, as directed by the City, provide the City with the following services:

Provide for a marketing plan to generate qualified applicants to participate in the CHAP with special emphasis on outreach to the West End neighborhoods, screen and qualify applicants, process loan documents, inspect work; prepare work specifications and cost estimates, obtain contractor's insurance documents and qualifications; initiate commencement of work; periodic inspection of work sites, prepare partial and final payment vouchers, maintain records, prepare monthly progress reports, record mortgages, and provide for loan servicing including processing up to 15 requests for subordinations, processing upwards of 20 requests for loan payoff statements.

I. The following further delineates the day to day functions of the housing rehabilitation program:

- Prepare and submit advertisements to local newspaper and other media.
- Prepare and distribute flyers to advertise the program.
- Receive and review applications for assistance.
- Make appropriate credit checks.
- Schedule interview dates with participating applicants.
- Maintain a control log to track every phase of application from eligibility determination through lien recordation, including scheduling of timely compliance inspections.
- Interview applicants and explain types of rehabilitation assistance available.

- Provide advice and counseling to applicants on the purpose of a rehabilitation financing program.
 - Prepare applicant documents including verification of income, employment, ownership, credit check records, analysis of debt capacity, and related information.
 - Prepare case materials and documents for approval by the City.
 - Process rehabilitation loans after selection of recipients.
 - Provide liaison with the City on behalf of selected applicants.
 - Inspect premises and prepare specifications and cost estimate.
 - Provide for competitive bidding by contractors, subject to City review.
 - Provide for contractor agreements between homeowner and contractor, subject to City review.
 - Maintain contractor records including insurance certifications.
 - Perform construction inspections for satisfactory completion and final acceptance.
 - Provide for project payoff for work completed using an approved punch list and approved system of payoffs.
 - Provide for final inspection of work completed and contractor guarantees.
 - Provide and maintain program fiscal and accounting records as required by the Office of Community Development.
 - Prepare monthly progress reports to the City.
 - Make recommendations as appropriate to improve program efficiency and effectiveness.
 - Prepare required monthly reporting documents for submission to Union County.
 - Prepare documents for loan closing as applicable including mortgage, promissory note and notice of right of rescission.
 - File mortgages with Union County Recording Office immediately after final payment and close-out, and forward original loan documents to the City for file retention.
 - Maintain database of client information to address subsequent requests from financial institutions (i.e. payoff and subordination requests).
 - Process subordination requests subject to the City of Plainfield Housing Policy and Procedures Manual.
 - Process requests for loan payoffs.
 - Establish mechanism to service housing rehabilitation loans.
 - Provide the Division with the original client file when the file is closed out.
 - Provide before and after photographs of each housing unit serviced.
 - Perform other functions necessary to effectively administer the program.
- II. The selected firm will act as the agent for the City of Plainfield with respect to all aspects of the Comprehensive Housing Assistance Program, including gathering financial and other relevant information from applicants and making timely recommendations to the City concerning such requests.
- III. Services shall be provided in accordance with the City of Plainfield CHAP Housing Policy and Procedures Manual, the U.S. Department of Housing and Urban Development (HUD), the Residential Lead-Based Paint Hazard Act of

1992 (Title X), and all other applicable federal, State and local codes and energy conservation measures. The contractor represents that he is familiar with the Housing Quality Standards (HQS) of the U.S. Department of Housing and Urban Development and the National Building Code (BOCA). If awarded a contract to perform these services, the consultant must also become familiar with the City of Plainfield's Property Maintenance Code. All case file documentation, standards, specifications, and estimates prepared by the consultant will meet the above codes and regulations.

- IV. It is anticipated that a minimum of fourteen (14) dwelling units, primarily single-family (one to three unit dwellings) owner-occupied residences, will be rehabilitated under the contract. An estimated average of \$24,999 per unit will be expended on construction hard costs. The funding source is the Community Development Block Grant Program Year 38.
- V. The contractor and the City of Plainfield, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the

contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

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

- VI. All proposals must meet equal employment opportunity requirements, pursuant to N.J.S.A. 10:5-31 et seq., as amended and N.J.A.C. 17:27-5.2. During the performance of this contract, the contractor agrees as follows:

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

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

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

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment

goals established in accordance with N.J.A.C. 17:27-5.2 or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

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

- VII. The consultant must submit the following with his/her proposal:
1. Evidence of experience in construction rehabilitation programs, especially HUD programs involving moderate rehabilitation;
 2. Names and phone numbers of three references for similar work performed;
 3. Description of consultant's capacity to perform the volume and kind of services as specified in this request for a contract period to begin on or about January 1, 2012;
 4. A sample of a completed case file that would meet federal requirements under the Community Development Block Grant Program. The case file can

be that of either a closed or fictitious case. If the case file is that of an actual client, the file must be presented so as to protect client confidentiality;

5. Two examples of past performance concerning the preparation of a specification package, and a cost estimate relative to housing rehabilitation projects. One of the two examples must be relative to a one-family dwelling;
6. Evidence of NJ state lead certification and/or Lead Safe Work Practices certification as stated in 24 CFR Part 35.1330;
7. A consumer marketing plan to solicit homeowner participation in the CHAP;
8. A plan to demonstrate the ability to provide for loan servicing; and
9. Provide a single total fee for the total cost of undertaking the program (see RFP packet for the applicable form).

VIII. Selection Criteria: A contract award will be recommended for the most responsible firm whose proposal is deemed most advantageous to the program having the greatest rating points as follows:

1. Experience in construction rehabilitation program, particularly with moderate rehabilitation under HUD programs and the ability to provide for loan servicing - 40 points.
2. Quality of past performance, as evidenced by such documentation as examples of specification packages and cost estimates, completed case file that meets federal requirements under CDBG, and reference checks - 20 points.
3. Capacity to perform the volume and type of services indicated for a contract period to begin on or about January 1, 2012 - 15 points.
4. Price - 10 points.
5. Past experience in market outreach and a plan to market the CHAP to solicit participation - 15 points.

XI. All proposals must include positive responses to all the requirements contained within this request.

X. All proposals shall be submitted to City Clerk's Office, 515 Watchung Avenue, Plainfield, NJ 07060, no later than 11:00 AM, Wednesday, November 30, 2011. No proposals shall be accepted after this deadline. No oral or FAX transmissions will be accepted. Incomplete proposals will be deemed non-responsive.

Any questions or inquiries shall be directed to David Spaulding of the Office of Purchasing during regular business hours (9:00 AM to 5:00 PM) at (908) 226-2568.

The City of Plainfield reserves the right to reject any or all proposals or to waive any informality in the proposals.

**City of Plainfield
BID DOCUMENT CHECKLIST***

Required by owner	Submission Requirement	Initial each required entry and if required submit the item
<input checked="" type="checkbox"/>	Stockholder Disclosure Certification	
<input checked="" type="checkbox"/>	Non-Collusion Affidavit	
<input checked="" type="checkbox"/>	Bid Proposal Form	
<input checked="" type="checkbox"/>	References, provided by bidder	
<input type="checkbox"/>	Status of Present Contracts, provided by bidder	
<input checked="" type="checkbox"/>	Receipt Of Addendum	
<input type="checkbox"/>	Equipment Certification	
<input type="checkbox"/>	Bid Guarantee (with Power of Attorney for full amount of <i>Bid Bond</i>)	
<input type="checkbox"/>	Public Works Contractor Certificate	
<input type="checkbox"/>	Consent of Surety (with Power of Attorney for full amount of Bid Price)	
<input checked="" type="checkbox"/>	Mandatory Affirmative Action Language	
<input type="checkbox"/>	Prevailing Wage	
<input checked="" type="checkbox"/>	Americans with Disabilities Act of 1990 Language	
<input checked="" type="checkbox"/>	Proof of Business Registration	
<input checked="" type="checkbox"/>	Pay to Play Disclosure	

**City of Plainfield
STOCKHOLDER DISCLOSURE CERTIFICATION**

Name of Business _____

- 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.

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

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

Stockholders:

Name: _____ Name: _____

Home Address: _____ Home Address: _____

Name: _____ Name: _____

Home Address: _____ Home Address: _____

Name: _____ Name: _____

Home Address: _____ Home Address: _____

Subscribed and sworn before me this ____ day of _____, 2__.

(Affiant)

(Notary Public)

(Print name & title of affiant)

My Commission expires:

(Corporate Seal)

**City of Plainfield
NON-COLLUSION AFFIDAVIT**

State of New Jersey
County of _____

ss:

I, _____ residing in _____
_____ (name of affiant)
(name of municipality)

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

I am _____ of the firm of _____
(title or position) . (name of firm)

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

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

Subscribed and sworn to

before me this day

_____, 2 _____

Signature

(Type or print name of affiant under signature)

Notary public of

My Commission expires _____

(Seal)

City of Plainfield

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

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

No addenda were received:

Acknowledged for: _____
(Name of Bidder)

By: _____
(Signature of Authorized Representative)

Name: _____
(Print or Type)

Title: _____

Date: _____

**City of Plainfield
BID PROPOSAL FORM**

Community Housing Assistance Program

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

Amount in words

\$ _____
Amount in numbers

Company Name

Federal I.D. # or Social Security #

Address

Signature of Authorized Agent

Type or Print Name

Title: _____

Telephone Number

Date

Fax Number

E-mail address

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

GOODS AND SERVICES CONTRACTS
(INCLUDING PROFESSIONAL SERVICES)

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

The successful bidder shall submit to the public agency, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

(a) A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

(b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

OR

(c) A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

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

The successful vendor(s) must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the vendor copy is retained by the vendor.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 and agrees to furnish the required forms of evidence.

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

COMPANY: _____ SIGNATURE: _____

PRINT NAME: _____ TITLE: _____

DATE: _____

City of Plainfield
APPENDIX A
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the City of Plainfield, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

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

City of Plainfield
OWNER DISCLOSURE and POLITICAL CONTRIBUTION CERTIFICATION
This Statement **MUST BE INCLUDED** with RFP Submissions

OWNER DISCLOSURE SECTION

Name of Business _____

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.

OR

I certify that there are no stockholders

Check the box that represents the type of business organization:

Partnership
Proprietorship

Corporation

Sole

Limited Partnership
Partnership

Limited Liability Corporation

Limited Liability

Subchapter S Corporation

Other (describe) _____

AND

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

Stockholders:

Name: _____

Name: _____

Home Address: _____

Home Address: _____

Name: _____

Name: _____

Home Address: _____

Home Address: _____

Subscribed and sworn before me this ____
day of _____, 2_____ .

(Affiant)

(Notary Public)

(Print name & title of affiant)

My Commission expires:

(Corporate Seal)