

**CITY OF PLAINFIELD
UNION COUNTY, NEW JERSEY**

REQUEST FOR PROPOSALS



**LABORATORY TESTING AND ANALYTICAL SERVICES
TO DETECT LEAD IN DUST AND SOIL**

REQUEST FOR PROPOSALS

LABORATORY TESTING AND ANALYTICAL SERVICES TO DETECT LEAD IN DUST AND SOIL

THE CITY OF PLAINFIELD WILL RECEIVE SEALED PROPOSALS FOR LABORATORY TESTING AND ANALYTICAL SERVICES FOR THE DETECTION OF LEAD IN PAINT AND SOIL SPECIFICATIONS, UNTIL 11 AM PREVAILING LOCAL TIME ON TUESDAY NOVEMBER 29, 2011 **AT THE PURCHASING DIVISION, 515 WATCHUNG AVENUE, PLAINFIELD, NEW JERSEY 07060**, AT WHICH TIME AND PLACE ALL BIDS WILL BE PUBLICLY OPENED AND READ ALOUD.

THE ABOVE PROGRAM SHALL BE PERFORMED IN STRICT ACCORDANCE WITH 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.

ADDITIONALLY, BIDDERS SHOULD BE AWARE THAT REMUNERATION WILL BE PREDICATED UPON MEETING SPECIFIC BENCHMARKS FOR PAYMENT THAT WILL BE INCLUDED IN THE CONTRACT DOCUMENTS

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 PROPOSALS OF THE VENDORS PRIOR TO AWARDING OF THE CONTRACT.

BY VIRTUE OF EXECUTIVE ORDER #34 (1976) VENDORS CURRENTLY SUSPENDED, DEBARRED, OR DISQUALIFIED ARE EXCLUDED FROM PARTICIPATION ON THIS PROJECT.

NOTE: The City of Plainfield will consider proposals only from firms or organizations that have demonstrated the capability and willingness to provide high quality services in the manner described in this Request for Proposals.

**David Spaulding,
Purchasing Agent
The City of Plainfield
County of Union**

NOTICE

To all interested parties, please be advised that the City of Plainfield (Hereafter "City"), a municipal corporation of the State of New Jersey, will be accepting proposals in response to a Request for Proposal for the following services:

LABORATORY TESTING AND ANALYTICAL SERVICES TO DETECT LEAD IN DUST AND SOIL

Proposals must be received by the City no later than November,29,2011 @11am and must be mailed or hand-delivered to the City of Plainfield's Purchasing Office, Attention: David Spaulding, City of Plainfield, and 515 Watchung Avenue, Plainfield, New Jersey 07060. Proposals forwarded by facsimile or email transmissions will not be accepted. Proposals sent either by mail or courier service must be received by the Purchasing Office no later than November,29,2011 @11am. The City shall not be responsible for the loss, non-delivery or physical condition of proposals sent by mail or courier service. Proposals must be submitted individually in a sealed envelope.

Copies of the City's Request for Proposals can be obtained by downloading the file from the City of Plainfield's website, www.plainfield.com. Should you require clarification of the (RFP), contact David Spaulding, Purchasing Agent at (908) 226-2568. Proposals are being solicited through a fair and open process in accordance with the Pay-to-Play Law, N.J.S.A. 19:44A-20.5 et seq.

CITY OF PLAINFIELD

**REQUEST FOR PROPOSALS FOR LABORATORY TESTING AND ANALYTICAL SERVICES TO
DETECT LEAD IN DUST AND SOIL**

SUBMISSION DEADLINE:

November 29, 2011

ADDRESS ALL PROPOSALS TO:

David Spaulding

Purchasing Agent

The City of Plainfield

510 Watchung Avenue

Plainfield, New Jersey 07060

(908) 226-2568

GENEERAL INFORMATION & SUMMARY

ORGANIZATION REQUESTING PROPOSAL

The City of Plainfield
510 Watchung Avenue
Plainfield, NJ 07060

CONTACT PERSON

David Spaulding, Purchasing Agent
The City of Plainfield
510 Watchung Avenue
Plainfield, NJ 07060
(908) 226-2568

PURPOSE OF REQUEST

The City of Plainfield (Hereafter the "City") is requesting proposals from a Credentialed Laboratory required under N.J.A.C. 5:17-3.3. to provide testing and analysis of unlimited dust wipe and soil samples that are submitted by the City of Plainfield Division of Health for the detection of Lead as required under N.J.A.C. 8:51-5.3. Proposals will be evaluated in accordance with the criteria set forth in this Request for Proposals (RFP). Using this RFP, the City intends to retain a Certified (Hereinafter, referred to as the 'Provider') who will

1. Conduct testing and analysis of unlimited dust wipe and soil samples that are submitted by the City of Plainfield Division of Health for the detection of Lead as required under N.J.A.C. 8:51-5.3.
2. Provide the City of Plainfield Division of Health with the necessary materials to include the dust wipe containers and covers, the wipes themselves, and a self addressed postage paid envelope or container to send the samples..
3. Provide *the City of Plainfield with all of the required* certification documents as required by N.J.A.C. 5:17-3.3.
4. Provide the City of Plainfield with the name, address, phone number and email address of a contact person.
5. Provide the City of Plainfield with an annual rate for the performance of unlimited sampling based on an average of 300 dust wipe and 20 soils samples submitted.
6. Report all results to the City of Plainfield within 5 business days after the samples are received.

SECTION 1

INTRODUCTION AND GENERAL INFORMATION

1.1. Introduction and Purpose.

The City of Plainfield (Hereafter the "City") is requesting proposals from a Credentialed Laboratory required under N.J.A.C. 5:17-3.3. to provide testing and analysis of unlimited dust wipe and soil samples that are submitted by the City of Plainfield Division of Health for the detection of Lead as required under N.J.A.C. 8:51-5.3 Proposals will be evaluated in accordance with the criteria set forth in this Request for Proposals (RFP). Using this RFP, the City intends to retain a Certified (Hereinafter, referred to as the 'Provider') who will

1. Conduct testing and analysis of unlimited dust wipe and soil samples that are submitted by the City of Plainfield Division of Health for the detection of Lead as required under N.J.A.C. 8:51-5.3.
2. Provide the City of Plainfield Division of Health with the necessary materials to include the dust wipe containers and covers, the wipes themselves, and a self addressed postage paid envelope or container to send the samples.
3. Provide *the* City of Plainfield *with all of the required* certification documents as required by N.J.A.C. 5:17-3.3.
4. Provide the City of Plainfield with the name, address, phone number and email address of a contact person.
5. Provide the City of Plainfield with an annual rate for the performance of unlimited sampling based on an average of 300 dust wipe and 20 soils samples submitted.
6. Report all results to the City of Plainfield within 5 business days after the samples are received.

The City intends to qualify Credentialed Laboratories/or firm(s) that (a) possesses the professional, financial and administrative capabilities to provide the proposed services, and (b) will agree to work under the compensation terms and conditions determined by the City to provide the greatest benefit to the taxpayers of the City.

1.2. Procurement Process and Schedule.

The selection is in accordance with the "New Jersey Local Unit Pay-to-Play" Law. The City has structured a procurement process that seeks to obtain the desired results described above, while establishing a competitive fair and open process to assure that each person and/or firm is provided an equal opportunity to submit a proposal in response to the RFP. Proposals will be evaluated in accordance with the criteria set forth in Section 2 of this RFP, which will be applied in the same manner to each proposals received.

Proposals will be reviewed and evaluated by the City of Plainfield Director of Administration and Finance, Health Officer, Corporation Counsel and the Purchasing Agent. The proposals will be reviewed to determine if the Respondent has met the minimum professional, administrative and financial areas described in this RFP. Based upon the totality of the information contained in the proposal, including information about the reputation and experience of each Respondent, the Director of Administration and Finance, Health Officer, Corporation Counsel and Purchasing Agent will determine which respondents are qualified (professionally, administratively and financially).

The RFP process commences with the issuance of this RFP. The steps involved in the process and the anticipated completion dates are set forth in Table 1, Procurement Schedule

The City reserves the rights to, among other things, amend, modify or alter the Procurement Schedule upon notice to all potential respondents. All communications concerning this RFP or the RFP process shall be directed to the City's Designated Contact Person, in writing. Proposals must be submitted to, and be received by the Purchasing Office, via mail or hand delivery
By 11:00AM on November 29, 2011. Proposals will not be accepted by facsimile or email transmissions.

Proposals shall be opened in the Purchasing Office located on the lower level of Plainfield City Hall, 515 Watchung Avenue, Plainfield, New Jersey on November 29, 2011, at or about 11:00 a.m.

Subsequent to issuance of this RFP, the City (through the issuance of addenda to all persons and/or firms that have received a copy of the RFP) may modify, supplement or amend the provisions of this RFP in order to respond to inquiries received from prospective respondents or as otherwise deemed necessary or appropriate by and in the sole judgment of the City.

TABLE 1	
ANTICIPATED PROCUREMENT SCHEDULE	
Activity	Date
Issuance of RFP	November 3, 2011
Receipt of RFP	November 29, 2011

1.3. Conditions Applicable to RFP.

Upon submission of a proposal in response to this RFP, the respondent acknowledges and consents to the following conditions relative to the submission and review and consideration of its proposal:

- All costs incurred by the Respondent in connection with responding to this RFP shall be borne solely by the Respondent.
- The City reserves the right, in its sole judgment, to reject for any reason any and all responses and components thereof and to eliminate any and all respondents responding to this RFP from further consideration for this procurement.
- The City reserves the right, in its sole judgment, to reject any Respondent that submits incomplete responses to this RFP, or a proposal that is not responsive to the requirements of this RFP.
- The City reserves the right, without prior notice, to supplement, amend, or otherwise modify this RFP, or otherwise request additional information.
- All proposals shall become the property of the City and will not be returned to the respondents.
- All proposals will be made available to the public at the appropriate time, as determined by the City, in the exercise of its sole discretion, in accordance with law.
- The City may request respondents to send representatives to the City for interviews.
- Any and all proposals not received by the City's Purchasing Office by 11:00 a.m. on November 29, 2011 will be rejected.
- Neither the City, nor its officers, officials nor employees shall be liable for any claims or damages resulting from the solicitation or preparation of the proposal, nor there any reimbursement to respondents for the cost of preparing and submitting a proposal or for participating in this procurement process.

1.4. Rights of City.

The City reserves, holds and may exercise, at its sole discretion, the following rights and options with regard to this RFP and the procurement process in accordance with the provisions of applicable law:

- To determine that any proposal received complies or fails to comply with the terms of this RFP.
- To supplement, amend or otherwise modify the RFP through issuance of addenda to all prospective respondents who have received a copy of this RFP.
- To waive any technical non-conformance with the terms of this RFP.
- To change or alter the schedule for any events called for in this RFP upon the issuance of notice to all prospective respondents who have received a copy of this RFP.
- To conduct investigations of any or all of the respondents, as the City deems necessary or convenient, to clarify the information provided as part of the proposal and to request additional information to support the information included in any proposal.
- To suspend or terminate the procurement process described in this RFP at any time, in its sole discretion. If terminated, the City may determine to commence a new procurement process or exercise any other rights provided under applicable law without any obligation to the respondents.
- The City shall be under no obligation to complete all or any portion of the procurement process described in this RFP.

1.5. Addenda or Amendments to RFP.

During the period provided for the preparation of responses to the RFP, the City may issue addenda, amendments or answers to written inquiries. Those addenda will be noticed by the City and will constitute a part of the RFP. All responses to the RFP shall be prepared with full consideration of the addenda issued prior to the proposal submission date.

1.6. Cost of Proposal Preparation.

Each proposal and all information required to be submitted pursuant to the RFP shall be prepared at the sole cost and expense of the Respondent. There shall be no claims whatsoever against the City, its officers, officials or employees for reimbursement for the payment of costs or expenses incurred in the preparation of the proposal or other information required by the RFP.

1.7. Proposal Format.

Proposals must cover all information requested in this RFP. Proposals which in the judgment of the City fail to meet the requirements of the RFP or which are in any way conditional, incomplete, obscure, contain additions or deletions from requested information, or contain errors may be rejected.

SECTION 2

SCOPE OF SERVICES

The City of Plainfield (Hereafter the "City") is requesting proposals from a Credentialed Laboratory required under N.J.A.C. 5:17-3.3. to provide testing and analysis of unlimited dust wipe and soil samples that are submitted by the City of Plainfield Division of Health for the detection of Lead as required under N.J.A.C. 8:51-5.3 Proposals will be evaluated in accordance with the criteria set forth in this Request for Proposals (RFP). Using this RFP, the City intends to retain a Certified (Hereinafter, referred to as the 'Provider') who will

1. Conduct testing and analysis of unlimited dust wipe and soil samples that are submitted by the City of Plainfield Division of Health for the detection of Lead as required under N.J.A.C. 8:51-5.3.
2. Provide the City of Plainfield Division of Health with the necessary materials to include the dust wipe containers and covers, the wipes themselves, and a self addressed postage paid envelope or container to send the samples.
3. Provide *the* City of Plainfield *with all of the required* certification documents as required by N.J.A.C. 5:17-3.3.
4. Provide the City of Plainfield with the name, address, phone number and email address of a contact person.
5. Provide the City of Plainfield with an annual rate for the performance of unlimited sampling based on an average of 300 dust wipes and 20 soils samples submitted.
6. Report all results to the City of Plainfield within 5 business days after the samples are received.

PROPOSALS MUST INCLUDE:

- 1) 1. The laboratory will provide the City of Plainfield with all of the required certification documents as required by N.J.A.C.
- 5:17-3.3. these documents include a certificate that is recognized by the United States Environmental Protection Agency from the National Lead Laboratory Accreditation Program or an equivalent independent National Accreditation Program to analyze lead in paint, dust, and soil.
2. The laboratory will provide the City of Plainfield with the name, address, phone number and email address of a contact person.
3. The laboratory will have to provide the City of Plainfield with an annual rate for the performance of unlimited sampling based on an average of 300 dust wipe and 20 soils samples submitted.

SECTION 3

SUBMISSION REQUIREMENTS

3.1. General Requirements.

1. The laboratory will provide the City of Plainfield with all of the required certification documents as required by N.J.A.C. 5:17-3.3. These documents include a certificate that is recognized by the United States Environmental Protection Agency, the National Lead Laboratory Accreditation Program or an equivalent independent National Accreditation Program to analyze lead in paint, dust, and soil.
2. The laboratory will provide the City of Plainfield with the name, address, phone number and email address of a contact person.
3. The laboratory will have to provide the City of Plainfield with a annual rate for the performance of unlimited sampling based on an average of 300 dust wipe and 20 soils samples submitted.

3.2. Administrative Information Requirements.

The Respondent shall, as part of its proposal, provide the following information:

1. The laboratory will provide the City of Plainfield with all of the required certification documents as required by N.J.A.C. 5:17-3.3. These documents include a certificate that is recognized by the United States Environmental Protection Agency, the National Lead Laboratory Accreditation Program or an equivalent independent National Accreditation Program to analyze lead in paint, dust, and soil.
2. The laboratory will provide the City of Plainfield with the name, address, phone number and email address of a contact person.
3. The laboratory will have to provide the City of Plainfield with an annual rate for the performance of unlimited sampling based on an average of 300 dust wipe and 20 soils samples submitted.
4. An executed letter of intent.

3.3. Professional Information Requirements.

1. The laboratory will provide the City of Plainfield with all of the required certification documents as required by N.J.A.C. 5:17-3.3. These documents include a certificate that is recognized by the United States Environmental Protection Agency, the National Lead Laboratory Accreditation Program or an equivalent independent National Accreditation Program to analyze lead in paint, dust, and soil.

SECTION 4

INSTRUCTIONS TO RESPONDENTS

4.1. Submission of Proposals.

Respondents must submit an electronic disk original (on CD or DVD) in an un-editable and generally readable format, such as PDF and three (3) paper hard copies of their proposal to the Designated Contact Person: The electronic version must exactly duplicate the paper version submitted.

Proposals must be received by the City no later than 11:00 a.m. on November 29, 2011, and must be mailed or hand-delivered. Proposals forwarded by facsimile or e-mail will not be accepted.

To be responsive, proposals must provide all requested information, and must be in strict conformance with the instructions set forth herein. Proposals and all related information must be bound, and signed and acknowledged by the Respondent.

SECTION 5

EVALUATION

The City's objective in soliciting proposals is to enable it to select respondents that will provide high quality and cost effective services to the citizens of Plainfield. The City will consider proposals only from respondents that, in the City's sole judgment, have demonstrated the capability and willingness to provide high quality services to the citizens of the City in the manner described in this RFP.

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: All rating points will be based on a scale of 1 to 4 with 4 being the highest and 1 being the lowest based on the ability to:

1. Conduct testing and analysis of unlimited dust wipe and soil samples that are submitted by the City of Plainfield Division of Health for the detection of Lead as required under N.J.A.C. 8:51-5.3.
2. Provide the City of Plainfield Division of Health with the necessary materials to include the dust wipe containers and covers, the wipes themselves, and a self addressed postage paid envelope or container to send the samples.
3. Provide *the* City of Plainfield *with all of the required* certification documents as required by N.J.A.C. 5:17-3.3.
4. Provide the City of Plainfield with the name, address, phone number and email address of a contact person.

5. Provide the City of Plainfield with an annual rate for the performance of unlimited sampling based on an average of 300 dust wipes and 20 soils samples submitted
6. Report all results to the City of Plainfield within 5 business days after the samples are received. The City shall not be obligated to explain the results of the evaluation process to any respondent and reserves the right not to select any of the proposals.

SECTION 6

GENERAL TERMS AND CONDITIONS

1. The City reserves the right to reject any or all proposals, if necessary, or to waive any informality in the proposals, and, unless otherwise specified by the respondent, to accept any item(s) or services in the proposal should it be deemed in the best interest of the City to do so.
2. Each proposal must be signed by the person authorized to do so.
3. Proposals may be hand delivered or mailed consistent with the provisions of the legal notice to respondents. In the case of mailed proposals, the City assumes no responsibility for proposals received after the designated date and time and will return late proposals unopened. Proposals will not be accepted by facsimile or e-mail.
4. During the performance of this contract, the contractor agrees as follows:

END GENERAL INSTRUCTIONS

CITY OF PLAINFIELD
BID DOCUMENT CHECKLIST

Required by owner	Submission Requirement	Initial each required entry and if required submit the item
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<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 checked="" type="checkbox"/>	Proof of Insurance	
<input type="checkbox"/>	Bid Guarantee (with Power of Attorney for full amount of <i>Bid</i> Bond)	
<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	
	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

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

Signature

_____, 2 _____
print name of affiant under signature)

(Type or

Notary public of

My Commission expires _____ (Seal)

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

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

Laboratory Testing and Analytical Services to Detect Lead in Dust and Soil

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 _____

Email 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: _____

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.

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)

My Commission expires:

(Print name & title of affiant)

(Corporate Seal)