

# CITY OF PLAINFIELD

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**REQUEST FOR QUALIFICATIONS FOR  
*BOARD CERTIFIED MASTER ARBORIST AND  
TREE EXPERT SERVICES***

**City of Plainfield**

**Contract Term**

**March 20, 2013 through December 31, 2013**

**SUBMISSION DEADLINE**

**March 20, 2013  
11:00am**

**ADDRESS ALL QUALIFICATIONS TO:**

**PURCHASING DIVISION  
CITY HALL, 515 WATCHUNG AVENUE  
PLAINFIELD, NEW JERSEY 07060**

**ATTN: CINDYLEA WEBER,  
PURCHASING AGENT, QPA**

## **GENERAL INFORMATION & SUMMARY**

### **ORGANIZATION REQUESTING QUALIFICATIONS**

CITY OF PLAINFIELD  
515 WATCHUNG AVENUE  
PLAINFIELD, NJ 07060

### **CONTACT PERSON**

CINDYLEA WEBER  
PURCHASING AGENT  
PURCHASING DIVISION  
515 WATCHUNG AVENUE  
PLAINFIELD, NJ 07060  
(908) 226-2568

### **PURPOSE OF REQUEST**

The City of Plainfield is requesting submissions from qualified individuals and firms to provide Board Certified Master Arborist/Certified Tree Expert Services of a specialized nature to the City. Qualifications will be evaluated in accordance with the criteria set forth in this RFQ. One or more individuals/firms may be selected to provide services.

### **PERIOD OF CONTRACT**

March 20, 2013 through December 31, 2013

### **CONTRACT FORM**

The successful submitter 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.

It is also agreed and understood that the acceptance of the final payment by the 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.

1. **CITY OF PLAINFIELD FACTS AND FIGURES** – The City of Plainfield is a municipal government entity. The City was incorporated in 1869 and operates pursuant to N.J.S.A. 40A:61-1 et seq.

The City's population is approximately 47,800 and it consists of approximately 6 square miles of area. The City employs approximately 500 people in about 12 departments and agencies. It owns various municipal buildings, parks and recreation facilities.

The City's operating budget is approximately \$64 million. It provides significant and diverse services to its residents, including those in the senior, disabled, veterans and other communities.

**DETAILED REQUIREMENTS OF THE REQUEST FOR  
PROPOSALS FOR ENGINEERING SERVICES**

**2. NATURE/ SCOPE OF SERVICES** – The City of Plainfield is requesting submissions for Board Certified Master Arborist (BMCA) and Certified Tree Expert Services (CTE). The BCMA/CTE will have a close working relationship with the Department of Public Works and Urban Development, and the City of Plainfield Street Tree Committee.

The BCMA/CTE must demonstrate the ability to:

- a. Perform professional forestry consulting services for the City, upon authorization, including CSIP #5 the preparation of a street tree assessment (hazardous) and inventory for all street trees within the public right-of-way (ROW) only. There is approximately 100 mile of paved roadway with the City Limits most of which is tree-lined. The quantitative assessment will be based upon priority locations identified by the City. In addition a detailed report with corresponding, mapping identifying hazardous trees including street address and block/lot designations and attendance at Street Tree Committee meeting as required.
- b. Attend regular, special and emergency meetings of the City of Plainfield, if required.
- c. Interact with applicable City personnel and other governmental agencies, as required.

**3. STANDARD REQUIREMENTS** –

Submitters should submit qualifications which contain the following:

- a. The name of the submitter, the principal place of business and, if different, the place where the services will be provided. Provide the distance of the firm from the City of Plainfield.
- b. Submitter must have a minimum of seven (7) years of experience as a Board Certified Master Arborist (BMCA) and Tree Expert serving municipalities or other government agencies.
- c. The education, qualifications, experience, and training of all persons who would be assigned to provide services along with their names and titles. The submitter **MUST** possess and provide a copy of a valid Board Certification Master Arborist certification from the International Society of Arboriculture and a Certified Tree Expert certification from the state of New Jersey Forest.

- d. A listing of all other engagements where services specifically tree risk assessments were provide within the past five (5) years including commercial, institutional, and park experience. This should include other levels of government. Contact information for the recipients of the similar services must be provided. The City may obtain references from any of the parties listed.
  - e. 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. An Affirmative Action Statement
  - g. A completed Non-Collusion Affidavit
  - h. A statement that the submitter will comply with the General Terms and Conditions required by City and enter into the City’s standard Professional Services Contract.
  - i. A statement that the submitter will comply with the General Terms and Conditions required by City and enter into the City’s standard Professional Services Contract.
  - j. A copy of the submitter’s Business Registration Certificate.
4. **COST ANALYSIS** - Submitters should submit a cost analysis which would include any proposed retainer, what are the hourly rates and reimbursable expenses such as postage, printing, plotting. The City does not provide payment for or reimbursement for travel expenses.
5. **SUBMISSION EVALUATION** – The City will compile a list of BCMA/CTE to be used based upon the most advantageous submissions on all of the evaluation factors set forth at the end of this RFQ. The City will retain BMCA/CTE from among those approved.

Each submission must satisfy the objectives and requirements detailed in this RFQ. The successful submitter shall be determined by an evaluation of the total content of the qualifications submitted. The City reserves the right to:

- a. Not select any of the submissions;
- c. Select only portions of a particular submitter’s qualifications for further consideration; (However, submitters may specify portions of the qualification submission that they consider “bundled”.)
- c. Award a contract for the requested services at any time during the calendar year after all RFQ’s have been reviewed and a list of BCMA/CTE selected by the City. Every submission should be valid through this time period.

The City may require submitters to demonstrate any services described in their submission prior to award.

6. **SUBMISSION LIMITATIONS** - This RFQ 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 RFQ. The City reserves the right at the City's sole discretion to refuse any submission.

7. **USE OF INFORMATION** - Any specifications, drawings, CAD files, sketches, models, samples, data, computer programs, documentation, technical or business information and the like ("Information") furnished or disclosed by the City to the submitter in connection with this RFQ 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 submitter, 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 submitter, shall be used only for the purposes of this RFQ, and may not be used for other purposes except upon such terms and conditions as may be mutually agreed upon in writing.

8. **GENERAL TERMS AND CONDITIONS** –

- a. The City reserves the right to reject any or all submissions, if necessary, or to waive any informalities in the submissions, and, unless otherwise specified by the submitter, to accept any item, items or services in the submissions should it be deemed in the best interest of the City to do so.
- b. In case of failure by the successful submitter, the City of Plainfield may procure the articles or services from other sources, deduct the cost of the replacement from money due to the submitter under the contract and hold the submitter responsible for any excess cost occasioned thereby.
- c. The submitter shall maintain sufficient insurance to protect against all claims under Workmen's Compensation, General, Professional and Automobile Liability.
- d. Each submission must be signed by the person authorized to do so.
- e. The contract shall be in effect through December 31, 2013 determined unless otherwise stated.
- g. Submissions may be hand delivered or mailed consistent with the provisions of the legal notice to submitters. In the case of mailed submitters, the City assumes no responsibility for submissions received after the designated date and time and will return late submissions unopened. Submissions will not be accepted by facsimile or e-mail.
- h. In accordance with Affirmative Action Law, P.L. 1975, c.127 (N.J.A.C. 17:27) with implementation of July 10, 1978, successful submitters must agree to submit individual employer certifications and numbers or complete

Affirmative Action employee information reports (form AA-302). Also, during the performance of this contract, the contractor agrees as follows: (a) The contractor or subcontractor where applicable, will not discriminate against any employee because of age, race, creed, color, national origin, ancestry, marital status or affection or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex or handicap. 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 section for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause: (b) 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, sex or handicap; (c) 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 worker's representative of the contractor's commitments under this act and shall post copies of the notice; (d) the contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the treasurer pursuant to the P.L. 1975, c.127, as amended and supplemented from time to time.

- i. By submission of qualifications, the submitter certifies that the service to be furnished will not infringe upon any valid patent, trademark or copyright and the successful submitter shall, at its expense, defend any and all actions or suits charging such infringement, and will save the City harmless in any case of any such infringement.
- j. No submitter shall influence, or attempt to influence, or cause to be influenced, any county officer or employee to use his/her official capacity in any manner which might tend to impair the objectivity or independence of judgment of said officer or employee.
- k. No submitter shall cause or influence, or attempt to cause or influence, any county officer or employee to use his/her official capacity to secure unwarranted privileges or advantages for the submitter or any other person.
  
- l. Should any difference arise between the contracting parties as to the meaning or intent of these instructions or specifications, the City Law Department's decision shall be final and conclusive.
- m. The City of Plainfield shall not be responsible for any expenditure of

monies or other expenses incurred by the submitter in making its proposal.

- n. The checklist, affidavits, notices and the like presented at the end of this Request for Qualifications are a part of this Request for Qualifications and shall be completed and submitted as part of this submission.

**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 ( 20 Points )
- B. Knowledge of the City of Plainfield and the subject matter to be addressed under this engagement ( 20 Points )
- C. Relevance and Extent of Similar Engagements performed ( 20 Points )
- D. Technical Proposal contains all required information (20 Points )
- E. Reasonableness of Cost Analysis (20 Points )

# **City of Plainfield**

## **RFQ DOCUMENT CHECKLIST**

Required  
by owner

### **Submission Requirement**

Initial each  
required entry  
and if required  
sign and submit  
the item

|   |  |  |
|---|--|--|
| ✓ | An original package and one(1) CD with signed copies of your complete Qualifications |  |
| ✓ | Owner/Stockholder Disclosure Certification   |  |
| ✓ | Pay to Play Disclosure   |  |
| ✓ | Non-Collusion Affidavit  |  |
|   | RFQ Proposal Form  |  |
| ✓ | Receipt Of Addendum  |  |
| ✓ | Mandatory Affirmative Action Language  |  |
| ✓ | Americans with Disabilities Act of 1990 Language                                     |  |
| ✓ | References & Status of Present Contracts   |  |
|   | Prevailing Wage  |  |
| ✓ | Business Registration Certificate(Before Award of Bid)                               |  |
|   | Equipment Certification  |  |
|   | Bid Guarantee<br>(with Power of Attorney for full amount of <i>Bid</i> Bond)         |  |
|   | Public Works Contractor Certificate  |  |
|   | Consent of Surety<br>(with Power of Attorney for full amount of Bid Price            |  |
| ✓ | Letter of Intent   |  |
| ✓ | Letter of Qualification  |  |

**STOCKHOLDER DISCLOSURE CERTIFICATION This  
Statement Shall Be Included with Bid Submission**

**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.

If a corporation owns all or part of the stock of the corporation or partnership submitting the bid, then the statement shall include a list of the stockholders who own 10% or more of the stock of any class of that owning corporation. If no one owns 10% or more stock, attest to that.

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

- |   |  |  |
|---|--|--|
| <input type="checkbox"/> Partnership              | <input type="checkbox"/> Corporation                   | <input type="checkbox"/> Sole Proprietorship           |
| <input type="checkbox"/> Limited Partnership      | <input type="checkbox"/> Limited Liability Corporation | <input type="checkbox"/> Limited Liability Partnership |
| <input type="checkbox"/> 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\_\_.

(Notary Public)

My Commission expires:

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

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

(Corporate Seal)

## POLITICAL CONTRIBUTION DISCLOSURE SECTION

*(The following section must be completed)*



I hereby attest that the undersigned business entity, its subsidiaries, assigns or principals controlling in excess of 10% of the company has neither made a contribution of money, or pledge of contribution, including in kind to:

1. A campaign committee of a City candidate or holder of public office in excess of \$300, each;
2. Any Municipal party committee in excess of \$300 or County party committee in excess of \$500;
3. Any political action committee (PAC) that regularly engages in the support of municipal or county elections and/or municipal or county parties, in excess of \$500;
4. Any group of individuals (principals, partners, and officers) that are defined as the professional business entity, including an individual's spouse and any child living at home, may not in the aggregate contribute in excess of \$2,500 to all Plainfield municipal candidates and office holders, and all Municipal or County political parties and PAC's, as described above;

Pursuant to the Municipal Code of the City of Plainfield, Chapter 2, Article 10, Section 19(a), in the one (1) year period preceding the award of the contract that would, affect its eligibility to perform this contract, nor will it make a contribution of money, or pledge of contribution, including in kind, during the term of the contract to any campaign committee of a City of Plainfield candidate or holder of public office, political party committee in the City of Plainfield and/or County of Union, and any political action committee (PAC) that regularly engages in the support of municipal and/or county elections and/or municipal or county parties.

**OR**



**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

\_\_\_\_\_, 20\_\_\_\_

(Type or print name of affiant under signature)

\_\_\_\_\_  
Notary public of

My Commission expires \_\_\_\_\_

(Seal)

# RFQ PROPOSAL FORM

\_\_\_\_\_

(Contract Title and Bid Number, if applicable)

\_\_\_\_\_

(Description of goods/services being bid)

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**

**ACKNOWLEDGMENT OF RECEIPT OF ADDENDA**

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

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

**No addenda were received:**

Acknowledged for: \_\_\_\_\_  
(Name of Bidder)

By: \_\_\_\_\_  
(Signature of Authorized Representative)

Name: \_\_\_\_\_  
(Print or Type)

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

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 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, 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.**

**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. 17:27-1 et seq.

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. 17:27.1 et seq. 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. 17:27-1 et seq.

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.

| <b>BID DOCUMENT REFERENCE</b> |   |
|-------------------------------|---|
| Name of Form:                 | <b>BUSINESS REGISTRATION CERTIFICATE</b>  |
| Statutory Reference:          | N.J.S.A. 52:32-44 (P.L. 2004, c.57)   |
| Instructions Reference        | Statutory and Other Requirements VII-D  |
| Description:                  | Contractor must provide State Division of Revenue issued Business Registration Certificate with the bid submission. |

Detailed information on this requirement is found in Division of Local Government Services Local Finance Notices 2004-17 (8/6/04), 2004-24 (11/1/04), 2005-12 (4/27/05) and on the Division web site at [www.nj.gov/dca/lgs/lpcl](http://www.nj.gov/dca/lgs/lpcl). These resources and a Frequently Asked Questions resource should be consulted when questions arise.

**APPENDIX A**

**LETTER OF INTENT**

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

[insert date]

City of Plainfield  
Attention: CindyLea Weber  
Purchasing Agent  
515 Watchung Avenue  
Plainfield, New Jersey 07061

Dear Ms. Weber

The undersigned, as Respondent, has (have) submitted the attached Qualification Statement in response to a Request for Qualifications (RFQ), issued by the City of Plainfield ("City"), returnable January 30, 2013 in connection with the City's need for Management Services Brownfield Development Area.

(Name of Respondent) hereby states:

1. The Qualification Statement contains accurate, factual and complete information.
2. (Name of Respondent) agrees (agrees) to participate in good faith in the procurement process as described in the RFQ and to adhere to the City's procurement schedule.
3. (Name of Respondent) acknowledges (acknowledge) that all costs incurred by it (them) in connection with the preparation and submission of the Qualification Statement and any proposal prepared and submitted in response to the RFQ, or any negotiation which results therefrom shall be borne exclusively by the Respondent.
4. (Name of Respondent) hereby declares (declare) that the only persons participating in this Qualification Statement as Principals are named herein and that no person other than those herein mentioned has any participation in this Qualification Statement or in any contract to be entered into with respect thereto. Additional persons may subsequently be included as participating Principals, but only if acceptable to the City.
5. (Name of Respondent) declares that this Qualification Statement is made without connection with any other person, firm or parties who has submitted a Qualification Statement, except as expressly set

forth below and that it has been prepared and has been submitted in good faith and without collusion or fraud.

6. (Name of Respondent) acknowledges and agrees that the City may modify, amend, suspend and/or terminate the procurement process (in its sole judgment). In any case, the City shall not have any liability to the Respondent for any costs incurred by the Respondent with respect to the procurement activities described in this RFQ.

7. (Name of Respondent) acknowledges that any contract executed with respect to the provision of Management Services Brownfield Development Area must comply with all applicable affirmative action and similar laws. Respondent hereby agrees to take such actions as are required in order to comply with such applicable laws.

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

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

\_\_\_\_\_  
(Typed Name and Title)

\_\_\_\_\_  
(Type Name of Firm)\*

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

\*If a joint venture, partnership or other formal organization is submitting a Qualification Statement, each participant shall execute this Letter of Intent.

APPENDIX B

LETTER OF QUALIFICATION

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

[insert date]

City of Plainfield  
Attention: CindyLea K. Weber, RPPO, QPA  
515 Watchung Avenue  
Plainfield, New Jersey 07061

Dear Ms. Weber

The undersigned have reviewed our Qualification Statement submitted in response to the Request for Qualifications (RFQ) issued by the City of Plainfield ("City"), returnable January 23, 2013 in connection with the City's need Auditing Consultant Services.

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

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

(Signature of Chief Executive Officer)

Signature of Chief Financial Officer)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
(Typed Name and Title)

\_\_\_\_\_  
(Typed Name and Title)

\_\_\_\_\_  
(Type Name of Firm)\*

\_\_\_\_\_  
(Type Name of Firm)\*

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

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

\*If a joint venture, partnership or other formal organization is submitting a Qualification Statement, each participant shall execute this Letter of Qualification.