



# **BOROUGH OF ROSELLE**

---

## **VISITING NURSE SERVICES**

**Borough of Roselle**

**Contract Term**

**January 1, 2017 through December 31, 2017**

### **SUBMISSION DEADLINE**

**10:00 am**

**DECEMBER 8, 2016**

**BAKER CONFERENCE ROOM**

**ADDRESS ALL PROPOSALS TO:**

**DEPARTMENT OF ADMINISTRATION  
PURCHASING DIVISION  
BOROUGH HALL, 210 CHESTNUT ST  
ROSELLE, NEW JERSEY 07203**

**ATTN: BRYAN A. RUSSELL, PURCHASING AGENT**

## GENERAL INFORMATION & SUMMARY

### ORGANIZATION REQUESTING PROPOSAL

BOROUGH OF ROSELLE  
210 CHESTNUT STREET  
ROSELLE, NJ 07203

### CONTACT PERSON

BRYAN A. RUSSELL  
PURCHASING AGENT  
PURCHASING DIVISION – 2<sup>ND</sup> FLOOR  
(908) 259-3028

### PURPOSE OF REQUEST

The Borough of Roselle is requesting proposals from qualified individuals and firms to provide Computer Services. Proposals 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

January 1, 2017 through December 31, 2017

### CONTRACT FORM

The successful proposer shall be required to execute the Borough's form contract, which includes the indemnification, insurance, termination and licensing provisions. A complete copy of a draft Borough form contract is available upon request.

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

## **PROFESSIONAL SERVICES INSTRUCTIONS TO PROPOSERS**

1. The Borough of Roselle reserves the right to reject any and all proposals and to waive any informality in the proposals.
2. If there is a default by the professional, the Borough of Roselle may procure the services from another firm and hold the proposer responsible for any excess cost.
3. The Consultant will indemnify and hold the Borough of Roselle harmless from any and all loss, damages, suits, penalties, costs, liabilities and expenses, including, but not limited to, reasonable investigation and legal expenses arising out of, or under this Agreement. This indemnification includes, but is not limited to, responsibility covering liability for: 1) personal injury or property damage, 2) environmental liability, 3) damage for payment for the use of any patented or copy written material, process, article or device that may enter into the manufacture or construction or form a part of the work covered by this Agreement, 4) for any statutory or administrative penalty for which the Borough may be held liable on account of the fault or default of the Consultant, and 5) any and all damage or injury sustained on account of the default of the Consultant and costs and expenses in connection with remedying, repairing or completing the Consultant's work.
4. It is to be understood by the professional that its proposal is submitted on the basis of specifications prepared by the Borough of Roselle. Lack of familiarity with the specifications or any conditions will not be accepted as an excuse for non-performance.
5. By submitting a proposal, the professional represents to the Borough of Roselle that it is knowledgeable and experienced in the type of work to be performed. The professional understands that the Borough is relying on its expertise.
6. Each proposal must be signed in ink or ballpoint pen by a duly authorized person.
7. The proposal shall be submitted following the guidelines within the specifications. In the case when the "Federal Review" method of evaluation will be utilized, the proposer must submit the technical proposal and the cost proposal in sealed envelope. The proposer must outline its pricing as described in the proposal by the Borough of Roselle. A proposer is encouraged to supplement its submission with a comprehensive narrative setting forth in the background, training and experience of the firm, and an outline of how the firm intends to accomplish the stated objectives of the Borough.
8. A non-collusion affidavit must be completed and submitted with the proposal package.
9. If the proposer is a corporation, it must include the name and address of each stockholder in the corporation and/or the name of any partnership, which owns ten percent or more of the stock of the corporation. If the proposer is a partnership, the name and address of each individual partner in the partnership who owns a ten percent or greater interest must be included.
10. Payments will only be made after the work is completed and found to be satisfactory for its intended use. Payment will be made upon approval of vouchers submitted by the successful proposer in accordance with the requirements of the Borough of Roselle Council and subject to the Council's customary procedures.

11. An award will be made after receipt of the proposal by the Borough of Roselle Council when services are needed.

12. The contract will be awarded to the proposer who has demonstrated an ability to perform the work, has set forth a proposal which satisfies the Borough that the proposer understands the stated objectives, has a work plan for accomplishing the objectives which meets the Borough's needs, has demonstrated experience in the particular type of work to be performed, and has quoted a reasonable price. The Borough will award the contract to the proposer with the lowest price if all other circumstances are equal.

13. The Borough of Roselle is exempt from any State sales tax or Federal excise tax.

14. Proposals must be delivered before the date and time listed on the Proposal Package to the Purchasing Division 210 Chestnut Street, Second Floor, Roselle, New Jersey. Proposals will be received by mail, but the Borough of Roselle will not be responsible for proposal packages, which do not arrive before the time designated. Proposal packages, which are delivered after the time designated will be returned, unopened.

15. The contract will be in effect for one (1) year. Under New Jersey law, the contract cannot extend beyond one (1) calendar year, its continuation is subject to council approval and the current availability and annual appropriation of sufficient funds as may be required to meet the obligation. Therefore, the contract may be canceled at any time if sufficient funds are not appropriated or available for the year. **Period of contract runs January 1, 2017 to December 31, 2016**

16. The proposer understands that the contract will be awarded pursuant to the Professional Services Exemption to the Local Public Contracts Law, N.J.S.A. 40A:11-5; et seq. In order to qualify for the award, the proposer must have and retain a professional on staff who is licensed in the State of New Jersey to perform the types of work called for.

17. The proposer must supply with its proposal a copy of its business registration certificate in accordance N.J.S.A. 52:32-44 as amended. Failure to provide the certificate with the proposal shall be deemed a fatal defect and the proposal will be rejected without further review.

18. **BOROUGH OF ROSELLE FACTS AND FIGURES** – The Borough of Roselle is a municipal governmental entity. The Borough was incorporated in 1894. The Borough is governed by the Borough Council which is made up of six members, and the Mayor. The mayor and council representative-at-large are elected by the entire borough. The remaining six council members are elected from each ward in which the member resides. The Borough's population is approximately 21,415 and it consists of approximately 2.5 square miles of area. The Borough employs approximately 235 people in about 12 departments and agencies. It owns various buildings, and parks and recreation facilities throughout the Borough. The Borough government provides significant and diverse services to its residents and community members and neighbors

## **INVITATION TO SUBMIT PROPOSAL**

### **BOROUGH OF VISITING NURSE SERVICES**

The Borough of Roselle is requesting Qualifications from qualified individuals and firms to provide Visiting Nurse Services to the Borough. Responses will be evaluated in accordance with the criteria set forth in this RFQ. One or more individuals/firms may be selected to provide services.

A listing detailing the scope of services and the levels expected are included within this package. Please be advised that the levels of service may be subject to change at any time.

### **SCOPE OF SERVICES**

The Borough of Roselle is requesting Proposals for Visiting Nurse Services. The proposer will be required to perform, but not be limited to, the following services:

**a. Maternal and Child Health**

1. Staff the Roselle Child Health Conference. In this, the nurse will be assisted by a Public Health Aide at all conferences. Services at the Child Health Conference will be based on the current N.J. State Department of Health Publication, "Guidelines for the Child Health Conference". The nurse will be responsible for data input into the LINCS Internet System. Children who attend the Child Health Conference and receive immunizations can be their immunizations documented with parental consent in the State's Immunization Registry.
2. Provide maternal and child health services, both ante-partum and post-partum, including the provisions of information and guidance on physical and emotional aspects of pregnancy to expectant mothers through home visits and conferences. The PROPOSER will also provide health supervision for infants and young children according to established priorities. Health Supervision shall include information and guidance on physical, emotional, nutritional and cognitive development.
3. Maintain an information service and referral procedure to encourage physicians, hospitals and social agencies to refer appropriate cases to Child Health Conference and the PROPOSER for public health nursing services. Referrals will be made, as appropriate to W.I.C. or nutritional services, social services and family planning.
4. Maintain a community outreach and education program to encourage and facilitate early entrance into pre-natal care.
5. Keep records of all services performed and submit reports to the Board of Health.

**b. Communicable Disease Control**

1. Follow-up newly reported cases and delinquent cases according to established priorities.
2. Conduct epidemiological investigations for newly reported cases, contacts and suspects.

3. Disseminate information relative to prevention and control.
4. Conduct periodic surveys (per the Health Officer) to insure that public, parochial and private schools are adhering to State immunization requirements.
5. Keep records of all services performed and submit reports to the Board of Health.

**c. Health Supervision and Rehabilitation**

- A. Provide nursing supervision, health maintenance services, referral and follow-up to appropriate community agencies for patients suffering from heart disease, diabetes, arthritis and other conditions requiring long term health guidance.
- B. Provide nursing staff to implement clinics and programs, for the general public and older adults, as planned by the Health Officer and provide nursing staff or a Health Maintenance and Monitoring Program for the ambulatory elderly at the Roselle Community Center. Program activities will include:
  - a. Health needs assessment.
  - b. Screening test, i.e., hypertension, diabetes, and rectal colon cancer. Referral to other health care facilities for screenings, such as, cervical cancer.
  - c. Follow-up and make referrals as appropriate for abnormal screening results or for needs identified in the individual's history and/or intake.
  - d. Provide education on alcohol abuse and medication management.
  - e. Health education on risk reduction activities, (i.e., fitness, diet, weight control) and the management and control of chronic diseases through counseling, behavior modification and group activities.
  - f. Assist with immunization programs as planned by the Health officer.
  - g. Diet counseling services on physician's prescription to:
    - D. Individuals requiring assistance with therapeutic diets.
    - E. Individuals requiring diet modification to meet special needs.
    - F. Groups or classes with similar diet requirements, i.e., diabetic, weight control, etc.
    - G. Groups or classes for persons with needs for similar nutritional information, i.e., low/fixed income.

**d. Nutrition Services**

The Public Health Nutritionist will:

1. Identify and evaluate needs with the health educator, and shall establish priorities for community nutrition programs.
2. Work cooperatively and existing community agencies such as W.I.C. to coordinate, integrate, and develop nutritional services and educational programs.
1. Conduct or participate in in-service education and consultation with professional Staff within the local Board of Health as well as other related community and voluntary organizations.

2. Provide diet information or counseling service to individuals with dietary problems; and
3. Work with health educator and with illness prevention programs to promote desirable eating habits and to achieve good nutritional status.

**e. Health Educator:**

The Health Educator, in conjunction with the Health Officer and his staff, will provide a structured Health Promotion Program in accordance with community health education needs, which shall include health components for Drug Education, Smoking Cessation, Alcohol Abuse Control, Nutrition, Accident Prevention and Physical Fitness and Exercise, H.I.V. Infection Prevention and Control, TB and Lead Education, and shall include the following:

- a.. An assessment of Health Education needs and identification of target populations based on information from the New Jersey Department of Health, Community Health Profile and other relevant health related data.
- b. Written health education program plans with measurable objectives for the six components in (f) above, based on the Health Promotion Guidelines, and other identified health needs.
- c. Identification and involvement of local leadership in the planning, implementation, and maintenance of needed health education services and programs to include collaboration with other agencies servicing the community where such opportunities exist, and consultation with content specialist in the six required components in (f) above; and other areas as needed.
- d. Application of appropriate health education interventions to provide for the effective implementation of health education programs (i.e., community development, skill development, simulation, peer group discussion, behavior modification, lecture, media awareness, programmed learning, individual instruction, etc.
- e. Integration of health education component into health department programs and services covering the six required health promotion topics in (f) above.
- f. Consultation and training in the application of health education techniques for the professional staff of the health department and PROPOSER, and,
- g. Evaluation and report of the degree of success in achieving predetermined health education objectives.
- h. The health educator shall serve as a community health information resource.

**f. Care of the Sick**

provide home health care to such patients as may be reported by the Director of Welfare, doctors, hospitals and ambulatory care centers, members of families, and interested parties, who are unable to pay any portion or only part of the PROPOSER'S regular fee. In this regard, the PROPOSER will make a financial investigation of each case. The services included are nursing, aide, speech, physical and occupational therapy and medical social work.

- g. Medical Waste Disposal** Dispose of medical waste generated from contractual service in accordance with established guidelines.

In the event of an epidemic in the areas served by the nurse reporting to the Board of Health,

the PROPOSER agrees to furnish additional nursing services as are requested by the Board of Health, to the extent that such services can be provided by the PROPOSER, and such services shall be rendered for such additional compensation as is agreed upon between the parties. The Health Officer of the Borough shall deputize the entire staff of the PROPOSER, as agent or agents of the said officer in order that the said nurse or nurses may perform any of the services listed herein with the same authority as by the Laws of the State of New Jersey is vested in the Board of Health Officer, and such services shall be under his/her direction and supervision.

1. The PROPOSER agree to provide qualified nursing administration and nursing supervision and all activities will meet the minimum standards for local Boards of Health in New Jersey.
2. The PROPOSER agrees to bear the cost of said nurses' automobile transportation, the necessary phone calls in the district served by them, and the clerical services for preparation of their reports.
3. The PROPOSER covenants and agrees to carry liability insurance on all motor vehicles used by it in the performance of the duties set forth in the contract, in minimum limits of \$100,000 for injury to one person or \$300,000 for injury to more than one person; to carry professional liability (malpractice) in minimum limits of \$1,000,000 each claim, \$3,000,000 aggregate; and the PROPOSER will during the term of this contract keep Worker's Compensation insurance on all its employees in accordance with the requirements of the State Law; and that certificates of said insurance policies be provided by the PROPOSER when requested by the Municipality during the time that this contract is in full force and effect.
4. The PROPOSER agrees and covenants to indemnify the Municipality against, and to hold the Municipality harmless from any and all obligations or liabilities, indebtedness, claims, demands, suits, causes of action resulting from the acts of the PROPOSER, its agents, servants and employees.
5. The PROPOSER agrees to render a monthly report and a consolidated yearly report specifying all of the services rendered under the terms of the contract and the cost of rendering such services. If the cost of rendering such services is less than the amount provide for in this contract, then a credit shall be due the Municipality, which credit shall be paid to the Municipality at the termination of this contract. If it appears that the cost of the services rendered by the PROPOSER will exceed the amount of this contract, the PROPOSER will notify the Health Officer, who, in cooperation with PROPOSER takes steps to keep the cost under the contract price, or make arrangements to pay any excess over the contract price

### **PROPOSAL SUBMISSION**

Proposers should submit a technical qualification which contains the following:

- A. The name of the proposer, the principal place of business and, if different, the place where the services will be provided;
- B. Proposer must have a minimum of five (5) years of experience as a Visiting Nurse and a minimum of one (1) year servicing the Borough of Roselle or other governmental entities;
- C. The education, Proposals, experience, and training of all persons who would be assigned to provide services along with their names and titles.

- D. A listing of all other engagements where services of the types being proposed were provided in the past ten (10) years. This should include other municipal governments and other levels of government. Contact information for the recipients of the similar services must be provided. The Borough may obtain references from any of the parties listed;
  
- E. A statement that neither the firm nor any individuals assigned to this engagement are disbarred, suspended, or otherwise prohibited from professional practice by any federal, state, or local agency;

## **Borough of Roselle General Requirements**

### **1. INDEMNIFICATION**

2.1 The vendor will indemnify and hold the Borough of Roselle harmless from any and all loss, damages, suits, penalties, cost, liabilities and expenses, including, but not limited to, reasonable investigation and legal expenses arising out of, or under this agreement. This indemnification includes, but is not limited to, responsibility covering liability for: 1) personal injury or property damage, including damage to any items moved, 2) environmental liability, 3) damage for payment for the use of any patented or copy written materials, process, article or device that may enter into the manufacture or construction or form a part of the work covered by this agreement, 4) for any statutory or administrative penalty for which the Borough may be held liable on account of the fault or default of the contractor, and 5) any and all damage or injury sustained on account of the default of the contractor and costs and expenses in connection with remedying, repairing or completing the contractor's work.

### **2. FORM OF CONTRACT**

3.1 The successful proposer shall be required to execute the Borough's form of contract, which shall include indemnification of insurance, termination and licensing approval. It is also agreed and understood the acceptance of the final payment by contractor shall be considered a release in full of all claims against the Borough arising out of, or by reason of, the work performed and materials furnished under this Contract.

### **2A. COST QUALIFICATION**

The Proposer should submit a cost proposal which would include any proposed retainer, the services to be provided for the retainer, if services will be provided at a flat rate, if all or any services will be billed through hourly rates and what are the established rates.

1. No payment will be mad unless duly authorized by the Borough's authorized representative and accompanied by proper documentation.
2. Payment will be made in accordance with the Borough's policy and procedures.
3. When a contract includes hourly rates, first the quotation and then the invoice must be itemized indicating hours worked.
4. When a contract includes parts/materials to be paid by the Borough, the quotation and then the invoice must be itemized indicating the list of parts/materials used. For parts/materials used, copies showing proof of materials purchased by contractor (contractor's invoice) along with their purchase order must be provided.
5. When a contract includes percentages off catalogs or manufacturer list prices, the quotation must indicate the catalog or mfg price, the percentage off (according to the contract) and our net price as well as the actual manufacturer list price sheets.

### **3. REFERENCES**

4.1 The Borough reserves the right to require the proposer to provide with its bid package, a current list of companies utilizing the product bid. The list must include company name, address, and contact person and telephone number.

### **4. MANDATORY AFFIRMATIVE ACTION LANGUAGE**

#### **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 ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, 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 equal employment opportunity 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 will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter 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 meet targeted county employment goals established in accordance with 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, and labor unions, that it does not discriminate on the basis of age, race, 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 targeted 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, race, 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 (electronically provided by the Division and distributed to the public agency through the Division's website at [www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance))

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance 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 Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27**.

**5. Americans with Disabilities Act of 1990, Equal opportunity for individuals with disability**

The contractor and the County of Hunterdon, (hereafter "County") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (*42 U.S.C. S12101 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 County 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 County in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the County, 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 County's grievance procedure, the contractor agrees to abide by any decision of the County which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the County, or if the County 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 County 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 County or any of its agents, servants, and employees, the *County shall* expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the County or its representatives.

It is expressly agreed and understood that any approval by the County 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 County pursuant to this paragraph.

It is further agreed and understood that the County 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 County from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

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

**The undersigned professional service entity further understands that his/her submission shall be rejected as non-responsive if said professional service entity fails to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq.**

COMPANY: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_

**6. "New Jersey Business Registration Requirements"**

All bidders shall comply with P.L. 2009, C315 in accordance with N.J.S.A. 52:32-44 as amended on January 18, 2010. The bidder will be required to be registered as defined in the law at the time of contract. The Borough of Roselle encourages the bidder to submit the proof with it's bid.

In response to a request for bids or a request for proposals for goods and services, a bidder shall include proof of its own business registration and proofs of business registration of those subcontractors required to be listed in the contractor's submission (i.e., "named subcontractors.") The proof of business registration shall be provided at the time the bid or proposal is officially received and opened by the contracting agency.

N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that knowingly provide goods or perform services for a contractor fulfilling this contract: 1) the contractor shall provide written notice to its subcontractors to submit proof of business registration to the contractor; 2) prior to receipt of final payment from a contracting agency, the contractor must submit to the contracting agency an accurate list of all subcontractors or attest that none was used; 3) during the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (*N.J.S.A. 54:32B-1 et seq.*) on all sales of tangible personal property delivered into this State.

A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements is available by calling (609) 292-9292.

### **Registering a business with the New Jersey Department of the Treasury**

Business organizations or individuals doing business in New Jersey are required to register with the department of the treasury, division of revenue. Registration is free and is a one-time action – there are no fees to register. However, you should update your contact and tax eligibility information as needed. Registration is required to conduct most business with any state, County, municipal, local board of education, charter school, County college, authority, or state college or university. The contracting agency may be required to have a copy of the "proof of registration certificate" submitted as part of a public bid or prior to issuing a purchase order.

**To register:** businesses must complete **form NJ-REG** and submit it to the division of revenue. The form can be filed form online or by mailing a paper form to the division. Online filing is strongly encouraged.

- Register online at <http://www.state.nj.us/treasury/revenue/busregcert.shtml>. Click the "online" link and then select "register for tax and employer purposes."
- Download the paper form and instructions at [www.state.nj.us/treasury/revenue/revprnt.shtml](http://www.state.nj.us/treasury/revenue/revprnt.shtml).
- Call the division at 609-292-1730 to have a form mailed to you.

Write to the division at: Client Registration Bureau, Po Box 252, Trenton, NJ 08646-0252

## 7. Pay to Play Requirements

This agreement is governed by the laws of the state of New Jersey involving political contributions and, in particular, what is commonly known as the New Jersey "Pay to Play" Law, N.J.S.A. 19:44a-20.3, et seq. Compliance with this statute is a material term of the agreement.

The vendor further understands that if the value of the agreement is in excess of \$50,000, the consultant is required to complete and file with the election law enforcement commission, an annual report on a form to be designated by the commission, pursuant to N.J.S.A. 19:44a-20.27. The consultant agrees to file a copy of the report simultaneously with the Borough of Roselle Council and the Borough of Roselle Purchasing Agent.

The vendor agrees that the agreement is voidable if it has not complied with all campaign contributions laws and if any of the representations it has made are untrue.

If you have any questions please contact ELEC at: 1-888-313-ELEC (toll free in NJ) or 609-292-8700

An analyst from ELEC's Special Programs Section will assist you.

8. **QUALIFICATION EVALUATION** –The Borough will select the most advantageous qualifications based on all of the evaluation factors set forth at the end of this RFQ. The Borough will make the award(s) that is in the best interest of the Borough. Each qualification must satisfy the objectives and requirements detailed in this RFQ. The successful proposer shall be determined by an evaluation of the total content of the qualification submitted. The Borough reserves the right to:

- a. Not select any of the qualifications;
- b. Select only portions of a particular proposer's qualification for further consideration;
- c. Award a contract for the requested services at any time within the calendar year after review of the Qualifications and approval of same by the Borough Council; every qualification should be valid through this time period.

The Borough shall not be obligated to explain the results of the evaluation process to any proposer.

**CERTIFICATION PAGE**

**THE BELOW LISTED ITEMS MUST ACCOMPANY THIS PROPOSAL.  
Please initial appropriate box for compliance with each item.**

- \_\_\_ 1. An original and six (6) signed copies of your complete qualification
  
- \_\_\_ 2. Non-Collusion Affidavit properly notarized
  
- \_\_\_ 3. Business Registration Certificate(s)
  
- \_\_\_ 4. Authorized signatures on all forms
  
- \_\_\_ 5. Business Action Statement

It is understood that the attached general specifications are an integral part of the proposal and that the Borough of Roselle Council reserves the right to reject any or all quotes and to waive immaterial formalities. The undersigned is an (Individual) (Partnership) (Corporation) under the law State of \_\_\_\_\_ having principal office at \_\_\_\_\_

RESPECTFULLY SUBMITTED

BY: \_\_\_\_\_

(Name of Corporation, Partnership or Sole Individual)

WITNESS: \_\_\_\_\_ ADDRESS: \_\_\_\_\_  
ATTEST: \_\_\_\_\_ TELEPHONE: \_\_\_\_\_  
S/ \_\_\_\_\_ SIGNATURE: \_\_\_\_\_  
POSITION \_\_\_\_\_ POSITION: \_\_\_\_\_  
DATE: \_\_\_\_\_

NOTE: If Contractor is a CORPORATION, this Proposal must be executed by its president or vice-president, attested to by its secretary or assistant secretary, with the corporate seal affixed thereto. This proposal may be executed and attested to by other than the aforesaid corporate officers if they have been duly authorized to so act in behalf of the Contractor, pursuant to a resolution of the Corporate Board of Directors, or others authorization equivalent thereto. In that event, a certified copy of said Resolution or authorization shall be attached to this Proposal. If proposer is a PARTNERSHIP, then this proposal must be individually signed by at least one partner.

**NON-COLLUSION AFFIDAVIT**

STATE OF NEW JERSEY  
COUNTY OF UNION

ss:

I AM

OF THE FIRM OF  
UPON MY OATH, I DEPOSE AND SAY:

1. THAT I EXECUTED THE SAID PROPOSAL WITH FULL AUTHORITY SO TO DO;
2. THAT THIS PROPOSER HAS NOT, DIRECTLY OR INDIRECTLY ENTERED INTO ANY AGREEMENT, PARTICIPATED IN ANY COLLUSION, OR OTHERWISE TAKEN ANY ACTION IN RESTRAINT OF FAIR AND OPEN COMPETITION IN CONNECTION WITH THIS ENGAGEMENT;
3. THAT ALL STATEMENTS CONTAINED IN SAID PROPOSAL AND IN THIS AFFIDAVIT ARE TRUE AND CORRECT, AND MADE WITH FULL KNOWLEDGE THAT THE BOROUGH OF ROSELLE RELIES UPON THE TRUTH OF THE STATEMENTS CONTAINED IN SAID PROPOSAL AND IN THE STATEMENTS CONTAINED IN THIS AFFIDAVIT IN AWARDING THE CONTRACT FOR THE SAID ENGAGEMENT; AND
4. THAT NO PERSON OR SELLING AGENCY HAS BEEN EMPLOYED TO SOLICIT OR SECURE THIS ENGAGEMENT AGREEMENT OR UNDERSTANDING FOR A COMMISSION, PERCENTAGE, BROKERAGE OR CONTINGENT FEE, EXCEPT BONA FIDE EMPLOYEES OR BONA FIDE ESTABLISHED COMMERCIAL SELLING AGENCIES OF THE PROPOSER. (N.J.S.A.52: 34-25)

SUBSCRIBED AND SWORN TO

BEFORE ME THIS                      DAY

OF \_\_\_\_\_ 20\_\_\_\_.

(TYPE OR PRINT NAME OF  
AFFIANT UNDER SIGNATURE)

NOTARY PUBLIC OF

MY COMMISSION EXPIRES: \_\_\_\_\_, 20\_\_\_\_.

**NOTICE**

No corporation or partnership shall be awarded any contract for the performance of any work or the furnishing of any materials or supplies, unless, prior to the receipt of the proposal or accompanying the proposal of said corporation or partnership, there is submitted a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own ten (10) percent or more of its stock of any class, or of all individual partners in the partnership who own a ten (10) percent or greater interest therein. Form of Statement shall be completed and attached to the proposal.

The Attorney General has concluded that the provisions of N.J.S.A. 52:25-24.2, in referring to corporations and partnerships, are intended to apply to all forms of corporations and partnerships, including, but not limited to, limited partnerships, limited liability corporations, limited liability partnerships, and Subchapter S corporations.

Requires bidders to disclose whether they are a partnership, corporation or sole proprietorship. Form shall be completed, signed and notarized. Failure of the proposer to submit the required information is cause for automatic rejection of the proposal.

**STATEMENT OF OWNERSHIP**  
**(OWNERSHIP DISCLOSURE CERTIFICATION)**  
**N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)**

**This Statement Shall Be Included with  
All Bid and Proposal Submissions**

**Name of Business:** \_\_\_\_\_

**Address of Business:** \_\_\_\_\_

**Name of person completing this form:** \_\_\_\_\_

**N.J.S.A. 52:25-24.2:**

"No corporation, partnership, or limited liability company shall be awarded any contract nor shall any agreement be entered into for the performance of any work or the furnishing of any materials or supplies, unless prior to the receipt of the bid or proposal, or accompanying the bid or proposal of said corporation, said partnership, or said limited liability company there is submitted a statement setting forth the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be.

If one or more such stockholder or partner or member is itself a corporation or partnership or limited liability company, the stockholders holding 10 percent or more of that corporation's stock, or the individual partners owning 10 percent or greater interest in that partnership, or the members owning 10 percent or greater interest in that limited liability company, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member, exceeding the 10 percent ownership criteria established in this act, has been listed.

To comply with this section, a bidder with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10 percent or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10 percent or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10 percent or greater beneficial interest."

The Attorney General has advised that the provisions of N.J.S.A. 52:25-24.2, which refer to corporations and partnerships apply to limited partnerships, limited liability partnerships, and Subchapter S corporations.

This Ownership Disclosure Certification form shall be completed, signed and notarized.

**Failure of the bidder/proposer to submit the required information is cause for automatic rejection of the bid or proposal**

**Part I**

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

- Sole Proprietorship (skip Parts II and III, sign and notarize at the end)
- Non-Profit Corporation (skip Parts II and III, sign and notarize at the end)
- Partnership       Limited Partnership       Limited Liability Partnership
- Limited Liability Company
- For-profit Corporation (including Subchapters C and S or Professional Corporation)
- Other (be specific): \_\_\_\_\_

**Part II**

- I certify that the list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be.

**OR**

- I certify that no one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or that no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be.

**Sign and notarize the form below, and, if necessary, complete the list below. (Please attach additional sheets if more space is needed):**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

**Part III - Any Direct or Indirect Parent Entity Which is Publicly Traded:**

“To comply with this section, a bidder with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10 percent or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10 percent or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10 percent or greater beneficial interest.”

Pages attached with name and address of each publicly traded entity as well as the name and address of each person that holds a 10 percent or greater beneficial interest.

**OR**

Submit here the links to the Websites (URLs) containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent.

---

---

**AND**

Submit here the relevant page numbers of the filings containing the information on each person holding a 10 percent or greater beneficial interest.

---

---

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

(Notary Public)

My Commission expires:

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

\_\_\_\_\_  
(Print name of affiant and title if applicable)

(Corporate Seal if a Corporation)

**ITEM SIX  
EVALUATION FACTORS**

- A. Relevance and Extent of Qualifications, Experience, Reputation and Training of Personnel to be assigned**
- B. Knowledge of the Borough of Roselle and the subject matter to be addressed under this engagement**
- C. Relevance and Extent of Similar Engagements performed**
- D. Technical Qualification contains all required information**
- E. The cost of providing services. It should be noted that cost of services is important to the governing body of the Borough of Roselle, but it is not necessarily the most critical factor in evaluating the individual or firm's suitability to provide consultant services for the Borough of Roselle**