

*Township of Byram
Request for Proposals
Architectural and Project Management Services*

Notice is hereby given by the Township of Byram that Request for proposals (RFP) will be received by the Township June 20, 2017 at 10:30am prevailing time in the Municipal Building, 10 Mansfield Drive, Stanhope, N.J. at which time and place the sealed proposals will be opened publicly and read for the following:

RFP #01-2017 Architectural Design, Preparation of Plans, All Construction Documents and Project Management Services

Obtaining RFP Document:

Contract documents may be obtained from:

Township of Byram Municipal Clerk's Office
10 Mansfield Drive
Stanhope, N.J. 07874
973.347.2500
Dflynn@ByramTwp.org

Submission of RFP:

All RFP's must be submitted on the proposal forms approved and provided for by the specifications in order to be considered.

Respondent Requirements:

RFP respondents must comply with the requirements of NJSA 10:5-31 et seq., and NJAC 17:27. Other requirements as well as those described above are fully detailed in the RFP document.

This bid has been advertised in accordance with the "Fair and Open Basis" and nothing further shall be required under the Pay-to-Play Legislation (N.J.S.A. 19:44A-20.7).

Date: June 2, 2017

Joseph Sabatini
Township Manager

*Township of Byram
Request for Proposals
Architectural and Project Management Services*

1 Information for proposers

1.1 Purpose and intent

The Township of Byram, Sussex County, New Jersey, is seeking proposals for professional architecture, landscape architecture, building design and site engineering services in partnership with the Township Engineer; including building construction and lot design (including parking lot and ancillary spaces) for the construction of a new municipal building on the property hereinafter described.¹

The response/proposal shall include a bid quote/price for below sections. All responses shall satisfy ALL requirements of this RFP:

- A. The preparation of complete building plans and renderings, including but not limited to site plan(s), elevations, aerials, etc.,
- B. The preparation of complete construction documents (of the highest standard), and to be presented to: 1-Byram Township Mayor and Council, and, as necessary²; and, 2-the Township's Municipal Building Advisory Committee, chaired by the Township Manager,
- C. The preparation of all construction bid documents-pertaining to the construction of a new municipal building-including but not limited to, the:
 - i. Preparation of construction bid specifications (including complete drawings and plans) for construction work, all {building} trades, and landscaping,
 - ii. Performing all surveys, elevations, colored renderings plans, etc. ALL INCLUSIVE,
 - iii. The design and work orders for all demolition and site work—including landscape design,
 - iv. The design, specification and ordering (procurement at the Township's expense) from a qualified manufacturer of to-be installed items³, pursuant to bids and construction contracts, of all finishing/specialized work {for example, but not limited to, the design and guarantee of the installation of Court podium/dais, special glass etc.},

¹ The terms Respondent and "Architect" fee are meant to be one and the same and shall be used interchangeably in this RFP.

² **IN THE EVENT OF CONSTRUCTION/BUILDING DESIGN DISPUTES, THE RULING OF THE MAYOR AND COUNCIL SHALL TAKE PRECEDENT OVER THE ARCHITECTURE FIRM, PROVIDED THAT THE MAYOR AND COUNCIL DECISION COMPLIES WITH NEW JERSEY BUILDING CODES.**

³ This shall be coordinated with the selected construction contractor.

*Township of Byram
Request for Proposals
Architectural and Project Management Services*

- D. The weekly monitoring of all building/construction/demolition/fit-out work. Upon award by the Township's Mayor and Council of the construction contract, then the Respondent ("Architect") shall be on site a minimum of one-half day per week; upon the start date of construction (defined as any mobilization/staging of equipment or other common construction event). THE RESPONDENT ("Architect") shall ensure (explicitly guarantee) that ALL construction and work shall conform to the Plans prepared and reviewed by the Byram Township Mayor. This requirement is to ensure construction plan compliance.
- E. The presentation, on at least six (6) separate occasions, the Plans and work progress to the Byram Township Mayor and Council and/or the Township Planning Board. This shall be in addition to several, as needed, meetings with the committees identified in Paragraph B hereof.
- F. Certification of Project Completion. Prior to receiving the final 10% of the contract price, quoted by the Respondent and agreed to by the Byram Township Mayor and Council, the Respondent ("Architect") shall "1-deliver as built drawings, 2-deliver a "before and after" Project picture set, and, 3-certify that all work has been done in accordance with the Project Plans and specifications.

Known description of the new municipal building: a one-story building which said building shall encompass approximately 14,400 square feet. The Township plans to construct the new building on the same site as the existing municipal building, on Township-owned land. After the new building is constructed, the old building will be demolished and the site work, including all landscaping, will be installed/implemented and completed.

Formal Authorization of Project and Location.

- A. The new municipal building improvements authorized by the Byram Township Mayor and Council and the purpose for this RFP is the construction of a new municipal building in and by the Township on lands located at 10 Mansfield Drive and lands adjacent thereto, said building being one story and approximately 14,400 square feet and being of not less than Class A construction (as such term is defined or referred to in Section 40A:2-22 of the New Jersey Local Bond Law), including construction therein of offices, Court areas, public meeting rooms, storage facilities police facilities, secured areas, installation of telephone, computer, electrical, heating, ventilation and air conditioning systems, building/improvement of the site thereof, demolition of the existing municipal building, paving (parking lot construction), landscaping, primary and ancillary structures, equipment, furnishings, work and materials necessary, useful or convenient for said building, all as shown on and in accordance with the plans and specifications therefore prepared PURSUANT TO THIS RFP AND THE SELECTED AND ACCEPTED RESPONSE (PROPOSAL).
- B. The new municipal building shall include the Township Administrative Offices, Police Department and Courtroom functions, currently housed in the existing buildings. All New Jersey Police and Court building standards MUST be adhered to. All ADA building requirements must be satisfied, or exceeded, by the Plans and included in the construction documents (including the construction bid forms/specifications).

*Township of Byram
Request for Proposals
Architectural and Project Management Services*

Services included. The Architect will provide all necessary related services such as: structural, civil mechanical, electrical, plumbing and geotechnical engineering, interior and exterior design, and landscape architecture, and all other sub-consultants necessary to deliver a complete, state-of- the-art municipal facility, ON BUDGET AND ON TIME, without any change orders contemplated.

This solicitation is conducted in a fair and open process in accordance with the requirements for competitive contracting under the Local Public Contracts Law N.J.S.A. 40A:11-1, et seq. This solicitation is specifically seeking proposals from qualified organizations that desire to provide Architectural Design and Project Management services for TOWNSHIP, within the Scope of Work described in this document. This solicitation process is in accord with professional services as elicited in N.J.S.A. 40A:11-5.

1.2 Proposed Milestone Dates of Project

- Architecture Design Completed by December 31, 2017
- Construction Documents and Public Bid Documents by February 28, 2018
- Receipt of Public Bids by April 15, 2018

1.3 Addenda

In the event that it becomes necessary to clarify or revise this RFP, such clarification or revision will be by addendum. Any addendum to this RFP will become part of this RFP and part of any contract awarded as a result of this RFP. All RFP addenda will be issued on the TOWNSHIP website, and notification will be published.

There are no designated dates for release of addenda. Therefore, interested proposers should check the TOWNSHIP website daily from time of RFP issuance through proposal opening.

1.4 Proposer responsibility

The proposer assumes sole responsibility for the complete effort required in submitting a proposal in response to this RFP. No special consideration will be given after proposals are opened because of a proposer's failure to be knowledgeable as to all the requirements of this RFP.

1.5 Proposer Liability

TOWNSHIP assumes no responsibility and bears no liability for costs incurred by a proposer in the preparation and submittal of a proposal in response to this RFP.

1.6 Contents of proposal

Subsequent to proposal opening, all information submitted by proposers in response to the proposal solicitation is considered public information, except as may be exempted from public disclosure by the Open Public Records Act, N.J.S.A. 47:1A-1, et seq., and the common law. Because TOWNSHIP proposes to negotiate and/or pursue a Best and Final Offer, proposals will not be made public until the Letter of Intent to Award is issued.

A proposer may designate specific information as not subject to disclosure when the proposer has a good faith legal/factual basis for such assertion. TOWNSHIP reserves the right to make the determination and will advise the proposer accordingly. The location in the proposal of any such designation should be clearly stated in a cover letter. TOWNSHIP will not honor any attempt by a proposer either to designate its entire proposal as proprietary and/or to claim copyright protection for its entire proposal.

By submitting a proposal in response to this RFP, the proposer waives any claims of copyright protection set forth within the manufacturer's price list and/or catalogs. The price lists and/or catalogs must be accessible to TOWNSHIP cooperative purchasing partners and thus have to be made public to allow all eligible purchasing entities access to the pricing information. All proposals, with the exception of information determined by TOWNSHIP or the Court to be proprietary, are available for public inspection after the Letter of Intent to Award is issued. At such time, interested parties can make an appointment with TOWNSHIP to inspect proposals received in response to this RFP.

1.7 Pricealteration

Proposal prices must be typed or written in ink. Any price change must be initialed. Failure to initial price changes shall preclude a contract award from being made to the proposer.

1.8 Withdraw of Proposal

A proposer may request that its proposal be withdrawn prior to proposal opening. Such request must be made, in writing, to the Township Manager. If the request is granted, the proposer may submit a revised proposal as long as the proposal is received prior to the announced date and time for proposal opening and at the places specified.

If, after proposal opening but before contract award, a proposer discovers an error in its proposal, the proposer may make written request to the Township Manager for authorization to withdraw its proposal from consideration for award. Evidence of the proposer's good faith in making this request shall be used in making the determination. The factors that will be considered are that the mistake is so significant that to enforce the contract resulting from the proposal would be unconscionable; that the mistake relates to a material feature of the contract; that the mistake occurred notwithstanding the proposer's exercise of reasonable care; and that TOWNSHIP will not be significantly prejudiced by granting the withdrawal of the proposal.

All proposal withdrawal requests must include the proposal identification number and the final proposal opening date and sent to the address listed under "Method of submission of proposal."

If during a proposal evaluation process, an obvious pricing error made by a potential contract awardee is found, the Township Manager shall issue written notice to the proposer. The proposer will have five days after receipt of the notice to confirm its pricing. If the proposer fails to respond, its proposal shall be considered withdrawn, and no further consideration shall be given it. If it is discovered that there is an arithmetic disparity between the unit price and the total extended price, the unit price shall prevail. If there is any other ambiguity in the pricing other than a disparity between the unit price and extended price and the proposer's intention is not readily discernible from other parts of the proposal, the Township Manager may seek clarification from the proposer to ascertain the true intent of the proposal.

1.9 Joint venture

If a joint venture is submitting a proposal, the agreement between the parties relating to such joint venture should be submitted with the joint venture's proposal. Authorized signatories from each party comprising the joint venture must sign the proposal. A separate Ownership Disclosure Form, Disclosure of Investigations and Actions Involving Proposer, Affirmative Action Employee Information Report, and

Business Registration or Interim Registration must be supplied for each party to a joint venture.

2 Definitions

2.1 General definitions

Addendum – Written clarification or revision to this RFP issued by TOWNSHIP.

All-Inclusive Hourly Rate – An hourly rate comprised of all direct and indirect costs including, but not limited to: overhead, fee or profit, clerical support, travel expenses, per diem, safety equipment, materials, supplies, managerial support and all documents, forms, and reproductions thereof. This rate also includes portal-to-portal expenses as well as per diem expenses such as food.

Committee – A committee established by the Township to review and evaluate proposals submitted in response to this RFP and to recommend a contract award to the Governing Body.

Contract – This RFP, any addendum to this RFP, and the proposer’s proposal submitted in response to this RFP, as accepted by TOWNSHIP.

Director – Chief Executive Officer, Chief Operating Officer or Township Manager in charge of the procurement for the, TOWNSHIP.

Firm Fixed Price – A price that is all-inclusive of direct cost and indirect costs, including, but not limited to, direct labor costs, overhead, fee or profit, clerical support, equipment, materials, supplies, managerial (administrative) support, all documents, reports, forms, travel, reproduction and any other costs. No additional fees or costs shall be paid by TOWNSHIP unless there is a change in the scope of work.

Joint Venture – A business undertaking by two or more entities to share risk and responsibility for a specific project.

May – Denotes that which is permissible, not mandatory.

Project – The undertaking or services that are the subject of this RFP.

Proposer – An individual or business entity submitting a proposal in response to this RFP.

Request for Qualification (“RFP”) – This document which establishes the qualifications and contract requirements and solicits statements of qualifications to meet the purchase needs of TOWNSHIP as identified herein.

Shall or Must – Denotes that which is a mandatory requirement. Failure to meet a mandatory requirement will result in the rejection of a proposal as materially non- responsive.

Should – Denotes that which is recommended, not mandatory.

2.2 Proposal Fee

The proposal shall BE A PROJECT FIRM FIXED PRICE PROPOSAL, broken into phases of the project.

A “breakup fee” shall only be applicable in the eventuality that there are two (2) unsuccessful attempts due to design and bid procurement flaws of the A/E, to obtain an acceptable (on budget, on time and a BONDED construction bid), at the sole and exclusive discretion of the Byram Township Mayor and Council applicable in the event of:

- A. In NO event shall a breakup fee exceed 40% of the total Architect’s contract price.
 - a. To be clear: The Respondent’s RFP/Proposal/Contract, whichever is applicable shall include a breakup fee stipulation.
- B. Once construction contract has been awarded through resolution of award by the governing body a breakup fee shall NOT be applicable.
- C. Respondent’s Contract Price Quote and Required Stipulated Price Certification.
 - A. Required Certification. By submitting a response to this RFP, the Respondent (“Architect”) understands completely and without recourse if misunderstood:

THAT:
 - i. All professional services shall be guaranteed, and performed to the highest standards, meeting or exceeding all best practices and building code standards and requirements,
 - ii. This is a stipulated price Contract and NO change orders are contemplated.
 - iii. The response to this RFP shall be a binding Contract on the Respondent (Architect”), upon formal approval and acceptance by the Byram Township Mayor and Council.
- D. If awarded a contract, your company/firm shall be required to comply with the requirements of N.J.S.A. 10:5-31 et. Seq. and N.J.A.C. 17:27. Please provide a copy of your Affirmative Action Employee Information Certificate and a copy of your Business Registration Certificate, and W-9; non-collusion affidavit; and statement of corporate ownership.

2.3 Events of Default.

- A. General Default. A general default will occur, with respect to this RFP, and any Contract executed hereto, if final construction bids and initial building plans, in sufficient detail to satisfy the Byram

Township Mayor and Council, are NOT delivered, by the selected firm, prior to December 31, 2017—this is a hard and fast date—time is of the essence; an earlier delivery is expected.⁴

- B. Project Costs. A default will occur if there is (are) any PROJECT cost overruns (“over expenditures”) NOT approved by the Township Manager.
- i. ALL Project Costs (including costs incurred hereto and construction costs) will be certified by: 1- the licensed Architect, on a traditional AIA “drawdown form” or similar document; and 2-by the Township’s Chief Finance Officer prior to payment being processed and made in connection with any expense incurred regarding this Project.
 - ii. The Township Auditor will perform a 100% veracity test on ALL transactions involving this Project.
 - iii. There shall be NO force majeure provisions in this RFP or related

Contract. There shall be a force majeure provision in the construction contract, which, and if, invoked by the Byram Township Mayor and Council, shall be extended to this RFP/contract; but only AFTER December 31, 2017.

2.4 Incurred Costs

Byram Township will not be responsible for any costs incurred by the proposer in the preparation of their proposal. Proposers should assess the requirements of the proposal and respond accordingly.

3 Proposal preparation and submission

3.1 Method of submission of proposal

Submit (a) one original paper copy, clearly marked as the “ORIGINAL” The proposal must be addressed to:

Request for Qualification Number 1-2017

Township of Byram
10 Mansfield Drive
Stanhope, N.J. 07874
Attn: Township Clerks Office

Proposals submitted via any other method, including facsimile or electronic mail will not be accepted.

⁴ This is commonly referred to as a deliverable. The Township expects prompt performance and the deliverables shall be immediate, and “delivered” or attended to within a professional time frame.

3.2 Effect of submission of proposal

Submission of a proposal will not bind or otherwise obligate TOWNSHIP to retain the Proposer.

3.3 Plans & Maps

Plans and Maps: this RFP explicitly requires several sets of Plans and Maps/Drawings be prepared and submitted, with all required information and certifications. This includes ALL construction documents, construction bid documents, elevations, poster sized renderings, aerial “shots” of the Project site, site plan(s), etc.

The Byram Township Manger and Council may, at their sole discretion, request Plan modifications. In no event will the successful respondent be required to prepare more than three (3) complete sets of construction plans.

3.4 Time for submission of proposal

In order to be considered for award, the proposal must be received by TOWNSHIP at the appropriate location by the required time. Any proposal not received by the cutoff date on the cover page of this RFP will be rejected. Proposals must be received by the time indicated on the date indicated on the coversheet.

Proposers using any delivery service should allow additional time for delivery, as the proposal must be received by the cutoff date and time.

3.4.1 Affidavit of Moral Integrity

The proposer shall complete and submit the attached Affidavit of Moral Integrity. The Affidavit of Moral Integrity shall be signed by an authorized representative of the proposer. If the proposer is a limited partnership, the Affidavit of Moral Integrity must be signed by a general partner. If the proposer is a joint venture, the Affidavit of Moral Integrity must be signed by a principal of each party to the joint venture. The Affidavit of Moral Integrity must provide the name and address of the proposer, the name, telephone number, fax number, and e-mail address of the individual responsible for the preparation of the proposal. Failure to comply will result in rejection of the proposal.

3.4.2 Ownership disclosure form

In the event the proposer is a corporation, partnership or sole proprietorship, the proposer must complete the attached Ownership Disclosure Form. A current completed Ownership Disclosure Form must be received prior to or accompany the proposal. Failure to do so will preclude the award of a contract. The Ownership Disclosure Form is attached.

3.4.3 Subcontractor utilization form

If the proposer intends to utilize a subcontractor, the Subcontractor Utilization form must be completed and submitted with the proposal. A Subcontractor Utilization form is attached.

3.4.4 Affidavit of Non-Collusion

The proposer shall complete and submit the attached Affidavit of Non-collusion. The Affidavit of Non-collusion shall be signed by an authorized representative of the proposer. If the proposer is a limited partnership, the Affidavit of Non-collusion must be signed by a general partner. If the proposer is a joint venture, the Affidavit of Non-collusion must be signed by a principal of each party to the joint venture. The Affidavit of Non-collusion must provide the name and address of the proposer, the name, telephone number, fax number, and e-mail address of the individual responsible for the preparation of the proposal. Failure to comply will result in rejection of the proposal.

3.4.5 Proofs of registration that must be submitted with the proposal

Failure to submit a copy of the proposer's business registration certificate (or interim registration) from the Division of Revenue with the proposal may be cause for rejection of the proposal.

The requirement is a precondition to entering into a TOWNSHIP contract.

3.4.6 Affirmative action

The proposer is required to comply with the requirements of N.J.A.C. 17:27, et seq. These requirements include, but are not limited to the following.

Each proposer shall submit to the public agency, after notification of award but prior to execution of the contract, one of the following three documents: appropriate evidence that the proposer is operating under an existing Federally approved or sanctioned affirmative action program; a certificate of employee information report approval, issued in accordance with N.J.A.C. 17:27-4; or an employee information report (Form AA302) electronically provided by the Division and distributed to the public agency, through the Division's website, to be completed by the proposer, in accordance with N.J.A.C. 17:27-4.

The requirement is a precondition to entering a TOWNSHIP contract.

3.4.7 Certification of Non-Involvement in Prohibited Activities in Iran

Pursuant to N.J.S.A. 52:32-58, the proposer must certify that neither the proposer, nor any of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32-56(e) (3)), is listed on the Department of the Treasury's List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither is involved in any of the investment activities set forth in N.J.S.A. 52:32-56(f). The required form is attached.

The requirement is a precondition to entering into a TOWNSHIP contract.

4 Technical proposal

In this Section, the organization shall describe its approach and plans for accomplishing the work outlined in the Scope of Work Section. The organization must set forth its understanding of the requirements of this RFP and its ability to successfully complete the contract. This Section of the proposal should contain at least the following information:

4.1 Executive summary

An executive summary of not more than three pages identifying and substantiating why the organization is best qualified to provide the requested services.

4.2 General Information

The Response must detail the organization's experience, personnel, proposed scope and approach, and any other relevant information as set forth in greater detail below.

All portions of this RFP and the Response are considered to be part of the Professional Services Agreement and will be incorporated by reference therein.

All the requirements in the Mandatory Contents of Proposal, Section 4.4, must be complied with in order for the Response to be considered responsive to this RFP and complete.

A Response must evidence ability to protect TOWNSHIP from errors and omissions. The Respondent(s) must present evidence of current insurance in the form of a Certificate of Insurance or a letter from its insurance broker that the specific Professional Liability Insurance required by this RFP can be obtained. The Response must include the requested evidence of insurance and financial capacity as indicated.

Provide copies of audited financial statements for your organization or other evidence of financial stability of your organization for the past three (3) years.

4.3 Organization profile and experience

As a minimum, it is preferred the proposer have documented experience as an Architectural Design and Project Management agency/ firm for public entities in the State of New Jersey. The proposer must demonstrate high degree of knowledge of the industry and local governmental units in State of New Jersey. The proposer must also:

- Indicate the date your organization was established.
- Describe the services provided by your organization.

- Identify the number of employees in your organization. Indicate any special training or experience members of your organization possess that may assist in providing the requested services.
- Provide a description of your organization’s presence in New Jersey. Note the location of each office, the number of employee’s resident in each office.
- Identify any public entities, boards of education, educational service commissions, charter schools, or other school entities which your organization has provided services to during the last ten (10) years, generally and specifically with respect to each specialty area where consideration is requested. For each matter, provide the name of the public entity, department or authority, a description of the matter, the dates of engagement and the name and contact information of the public entity employee responsible for overseeing the work of your organization on that matter.
- Provide the name, address, telephone number, email address, and facsimile number for the designated contact person in your organization.

4.4 Project Scheduling.

The Respondent (“Architect”) shall present a reasonable yet “tight” timeframe, Project schedule, to the Byram Township Mayor and Council. The timeframe, Project schedule, shall be made a part of the construction bid and Contract awarded thereto.

4.5 Qualifications and Experience

- Please indicate what percentage of your organization’s business is in Architectural Design and Project Management services.
- Describe your organization’s experience in Architectural Design and Project Management services.
- State the qualifications and experience of the employees proposed to staff the work assigned. For each member of your organization that would be involved in handling the work detailed in this request for proposals, provide a detailed resume including information as to:
 - Education, including advanced degrees;
 - Number of years engaged in the designated practice area;
 - General work experience;

- Area(s) of specialization;

5 Special contractual terms and conditions

The following language shall be included in all contracts with TOWNSHIP. The following provisions are not negotiable, and by submitting a proposal SERVICE PROVIDER consents to the inclusion of these terms in any contract between SERVICE PROVIDER and TOWNSHIP:

INDEMNIFICATION AND HOLD HARMLESS: SERVICE PROVIDER

shall indemnify, defend and hold TOWNSHIP, its Governing Body, appointed officials and member districts harmless from all claims or liabilities arising out of the activities of the SERVICE PROVIDER, its employees and agents about all activities undertaken by the SERVICE PROVIDER, pursuant to this Agreement. It is the intention of the parties that any claim for relief of any type being asserted against TOWNSHIP, its Board of Trustees, appointed officials and member districts, based upon any act or omission of the SERVICE PROVIDER, its affiliates and successors, shall be the responsibility of the SERVICE PROVIDER, and the SERVICE PROVIDER shall hold TOWNSHIP harmless from same.

INSURANCE: Awarded A/E firms (vendors) shall be required to provide proof of insurance as indicated below:

-Professional Liability Insurance - Limits: \$3,000,000 annual aggregate; \$1,000,000 per occurrence.

-Worker's Compensation – New Jersey Statutory limits for all the Respondent's employees.

-General Liability - Coverage for the following liability "hazards" as defined in the policy forms or endorsement thereto: (A) premises and operations; (B) products and completed operations; (C) personal and advertising injury; (D) contingent liability for the operations of subcontractors involved in the performance of work; and (E) contractual liability. Limits of coverage shall be at least \$1,000,000 per occurrence and \$2,000,000 annual aggregate.

-Automobile - Limits: \$2,000,000 annual aggregate; \$1,000,000 Combined single limit.

-The insurance policy shall specifically name Township of Byram as an additional insured. Each policy shall provide sixty (60) days' advance written notice of the insurer's intention to cancel,

refuse to renew, or otherwise terminate the policy; suspend, or terminate any coverage under the policy; or reduce any policy limits, increase any policy deductibles, or otherwise alter any terms or conditions of the policy or a renewal issued by the same insure.

BOND: If required by the by-laws or pursuant to N.J.A.C. 11:15-2, et seq., The SERVICE PROVIDER shall be bonded in a form and amount acceptable to TOWNSHIP's governing body. Failure by the SERVICE PROVIDER to supply written evidence of these coverages shall result in default.

CONFIDENTIALITY: All financial, statistical, personnel and/or technical data supplied by TOWNSHIP to the SERVICE PROVIDER are confidential. The SERVICE PROVIDER is required to use reasonable care to protect the confidentiality of such data. Any use, sale or offering of this data in any form by the SERVICE PROVIDER, or any individual or entity in the SERVICE PROVIDER's charge or employ, will be considered a violation of this contract and may result in contract termination and the SERVICE PROVIDER's suspension or debarment from TOWNSHIP contracting. Any attempt by another party to obtain this data must be immediately communicated to TOWNSHIP and TOWNSHIP will determine whether the documents are subject to release. No data may be released without consent of TOWNSHIP.

TERMINATION: TOWNSHIP may terminate this Agreement, at any time during the term thereof by the giving of ninety (90) days written notice, setting forth the cause or causes for termination to the SERVICE PROVIDER. The SERVICE PROVIDER may terminate this Agreement, at any time during the term thereof, by the giving of ninety (90) days written notice.

OWNERSHIP OF RECORDS: All records and data of any kind relating to TOWNSHIP shall belong to TOWNSHIP, and shall be surrendered to TOWNSHIP upon expiration or termination of this Agreement. At all times during the term of this Agreement and for a period of five (5) years from the date of final payment, TOWNSHIP, its appointed officials and other designated representatives, as authorized by TOWNSHIP, shall have access to records and files maintained by the SERVICE PROVIDER for TOWNSHIP during normal business hours. Furthermore, such records, books, and files relating to the operation and business of TOWNSHIP are the property of TOWNSHIP, regardless of site stored. Information released to the SERVICE PROVIDER by TOWNSHIP for the purpose of performing the services as outlined herein shall be used only in connection with the performance of said duties. In addition, records must be made available to the state office of comptroller upon request.

PAYMENT: Payment shall be made in monthly installments (unless otherwise specified), provided the SERVICE PROVIDER submits a duly authorized invoice at least 20 days prior to the next regularly scheduled meeting of TOWNSHIP's governing body. Final Payment will be withheld until the proposer's continued service is determined. If the proposer's contract will not be renewed or is terminated – final payment will not be made until all provisions of the contract have been satisfied. This payment schedule is subject to any rules and regulations promulgated by the Department of Banking & Insurance and the Department of Community Affairs.]

INDEPENDENT CONTRACTOR STATUS: The SERVICE PROVIDER at

all times shall be an independent contractor, and employees of SERVICE PROVIDER shall in no event be considered employees of TOWNSHIP. No agency relationship between the parties, except as expressly provided for herein, shall exist either because of the execution of this Agreement or performance there under.

ENTIRE AGREEMENT: This instrument contains the entire Agreement of the parties hereto and may not be amended, modified, released or discharged, in whole or in part, except by an instrument in writing signed by the parties hereto.

NEW JERSEY LAW: This Agreement shall be governed by, and construed in accordance with, the laws of the State of New Jersey, without regard to conflict of laws. The parties agree to submit to the jurisdiction of the courts of the State of New Jersey.

BINDING ON SUCCESSORS AND ASSIGNS: Except as otherwise provided herein, all terms, provisions and conditions of this Agreement shall be binding on and inure to the benefit of the parties hereto, their respective personal representatives, successors and assigns.

NO ASSIGNMENT: The SERVICE PROVIDER shall not assign this Agreement without the specific written consent of TOWNSHIP.

MODIFICATION: No modification of this Agreement shall be valid or binding unless the modification is in writing and executed by TOWNSHIP and the SERVICE PROVIDER.

NO WAIVER: No waiver of any term, provision or condition contained in this Agreement, nor any breach of any such term, provision or condition shall constitute a waiver of any subsequent breach of any such term, provision or condition by either party, or justify or authorize the non-observance on any other occasion of the same or any other term, provision or condition of this Agreement by either party.

PARTIAL INVALIDITY: If any term, provision or condition contained in this Agreement, or the application thereof to any person or circumstances shall, at any time, or to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which this Agreement is invalid or unenforceable, shall not be affected thereby, and each term, provision or condition contained in this Agreement shall be valid and enforced to the fullest extent permitted by the law provided, however, that no such invalidity shall in any way reduce services to be performed by the SERVICE PROVIDER to TOWNSHIP.

CAPTIONS: The captions or paragraph headings contained in this Agreement are solely for purpose of convenience and shall not be deemed part of this Agreement for the purpose of construing the meaning thereof or for any other purpose.

PROPRIETARY INFORMATION: The SERVICE PROVIDER shall not reveal to any third party any information that TOWNSHIP has defined as proprietary without the express written consent of TOWNSHIP. In addition, the SERVICE PROVIDER shall promptly

advise TOWNSHIP upon being interviewed or retained by a prospective new client operating in the field of casualty insurance involving public entities or public agencies in the State of New Jersey. Failure to comply with these requirements shall represent cause for termination of this agreement, in accordance with THE TERMINATION CLAUSE of this agreement.

ADVERTISING: The SERVICE PROVIDER shall not use TOWNSHIP's name, logos, images, or any data or results arising from this contract as a part of any commercial advertising without first obtaining the prior written consent of the Director.

LICENSES AND PERMITS: The SERVICE PROVIDER shall obtain and maintain in full force and effect all required licenses, permits, and authorizations necessary to perform this contract. The SERVICE PROVIDER shall supply TOWNSHIP with evidence of all such licenses, permits and authorizations. This evidence shall be submitted subsequent to the contract award. All costs associated with any such licenses, permits and authorizations must be considered by the proposer in its proposal.

LICENSURE: The SERVICE PROVIDER, along with any relevant employees, shall be licensed by the State of New Jersey, as required by law and shall maintain such licensure for the duration of the contract. TOWNSHIP may terminate the contract if the SERVICE PROVIDER fails to obtain, or maintain, such licensure.

ETHICS: The SERVICE PROVIDER shall not provide any TOWNSHIP employee, TOWNSHIP employee family member, TOWNSHIP Board of Trustee member, or TOWNSHIP Board of Trustee family member any gift or thing of value that would be reasonably likely to create the perception that such a gift or thing of value would influence the decision making of a TOWNSHIP employee or Board of Trustee member.

AFFIRMATIVE ACTION:

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; or
- Employee Information Report Form AA-302 (electronically provided by the Division and distributed to the public agency through the Division's website at:

http://www.state.nj.us/treasury/contract_compliance.)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program 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 Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1, ester.

6 Proposal evaluation

6.1 Selection criteria

- A. The Township Manager, under the direction of the Byram Township Mayor and Council, shall review, screen, and rank all proposals. The Manager and/or Mayor and Council may rely on a committee, other sources or interviews to evaluate proposals at their sole discretion. Award will be made to the overall highest ranked firm. PRICE, PAST PROJECT HISTORY AND TECHNICAL SKILL WILL ALL BE CONSIDERED. The final Contract is subject to formal approval of the Byram Township Mayor and Council.
- B. If a satisfactory contract cannot be negotiated with the selected Respondent (“Architect”), negotiations will be formally terminated. Negotiations may then be undertaken with the remaining Respondents. However, notwithstanding the foregoing, the Respondent, upon submitting a Proposal and being accepted by the Township, shall be immediately bound by the terms and conditions of this RFP. Should this provision be unacceptable, please do not submit a Proposal

6.2 Interview

TOWNSHIP reserves the right to interview any or all the applicants submitting a proposal. Although interviews may take place, the proposal should be comprehensive and complete on its face. TOWNSHIP reserves the right to request clarifying information after submission of the proposal.

7 Contract award

TOWNSHIP will select the proposer as detailed above. Contract award shall be made with reasonable promptness by written notice to that responsible proposer(s), whose proposal(s), responsive to this RFP, is selected.

8 Contract administration

The TOWNSHIP Contract Manager is the TOWNSHIP employee responsible for the overall Management and administration of the contract. The TOWNSHIP Manager for this contract will

be identified at the time of execution of contract. At that time, the proposer will be provided with the TOWNSHIP Manager's name, department, address, telephone number, fax phone number, and email address.

9 Exhibits

9.1 Affidavit of Moral Integrity

9.2 Disclosure of Investigations and Other Actions Involving Proposer

9.3 Disclosure of Investment Activities in Iran

9.4 Ownership Disclosure Form

9.5 Affidavit of on-collusion

9.6 Subcontractor Utilization Plan

Affidavit of Moral Integrity

RFPNumber: _____

Proposer: _____

The undersigned, being duly sworn according to law, deposes and says:

1. That the Proposer wishes to demonstrate moral integrity in accordance with the services to be rendered/goods to be provided in accordance with the Proposer's proposal.
2. That as of the date of signing this Affidavit, neither Proposer nor any of its Principals, Owners, Officers, or Directors are involved in any Federal, State or other Governmental Investigation concerning criminal or quasi-criminal violations, except as follows: (If none, so state):
3. Proposer further states that neither the Proposer, nor any of its Principals, Owners, Officers or Directors, has ever engaged in any violation of a Federal or State Criminal Statute; or ever been indicted, convicted, or entered a plea of guilty, non vult or nolo contendere to any violation of a Federal or State Criminal Statute; or ever engaged in violation of any nature regarding work on the Agreements performed by it, except as follows: (If none, so state):
4. That Proposer authorizes any depository or other agency to supply TOWNSHIP with any information necessary to verify any statement made in this Affidavit of Moral Integrity.
5. That as of the date of signing this Affidavit, outstanding liens filed against this Proposer are as follows: (if none, so state).
6. That the undersigned, being authorized to act on behalf of Proposer certifies that I am personally acquainted with the operations of said Proposer, have full knowledge of the factual basis comprising the contents of this Affidavit of Moral Integrity and that the same are true to my knowledge.
7. That this Affidavit of Moral Integrity is made to induce TOWNSHIP to accept the Proposer as a qualified provider of goods and/or services, knowing that TOWNSHIP relies upon the truth of the statements herein contained.

Signed: _____ Print Name: _____

Title: _____

Date: _____

Sworn and subscribed to me on this

_____ day of _____, _____.

Notary Public – State of New Jersey

Print Name: _____

My Commission Expires: _____

Township of Byram

Disclosure of Investigations and Other Actions Involving Proposer Form

RFPNumber: _____

Proposer: _____

1. **PART ONE**: Please complete the questions below by checking either the “yes” or “no” box. Please refer to the persons and/or entities listed on your ownership disclosure form when answering the questions below. Non-profit entities: please list all officers/directors in Part 2 of this form. You will be required to answer the questions below with respect to these individuals.

1.1. Has any person or entity listed on this form or its attachments ever been arrested, charged, indicted, or convicted in a criminal or disorderly persons matter by the State of New Jersey (or political subdivision thereof), any other state or the U.S.Government?

Yes No

1.2. Has any person or entity listed on this form or its attachments ever been suspended, debarred or otherwise declared ineligible by any government agency from bidding or contracting to provide services, labor, materials or supplies?

Yes No

1.3. Are there currently any pending criminal matters or debarment proceedings in which the firm and/or its officers and/or managers are involved?

Township of Byram

Disclosure of Investigations and Other Actions Involving Proposer Form

Yes No

1.4. Has any person or entity listed on this form or its attachments been denied any license, permit or similar authorization required to engage in the work applied for herein, or has any such license, permit or similar authorization been revoked by any agency of federal, state or local government?

Yes No

If any of the answers to questions 1-4 are yes, please provide the requested information in part 2 below. If all the answers to questions 1-4 are no, please read and sign the form below. No further action is needed. If you are a non-profit, you must disclose all officers/directors in part 2 below.

2. **PARTTWO:**

For Questions 1-4 answered “YES”, you must provide a detailed description of any investigation or litigation, including but not limited to administrative complaints or other administrative proceedings, involving public sector clients during the past 5 years. This description must include the nature and status of the investigation, and for any litigation, the caption of the action, a brief description of the action, the date of inception, current status, and if applicable, disposition. Please provide this information in the box labeled “Additional Information” below. Please provide thorough answers to each question. Attach additional pages as needed for each instance of investigation or litigation, including but not limited to administrative complaints or other administrative proceedings, involving public sector clients during the past 5 years. Non-profit proposers must disclose the individuals serving as officers or directors for purposes of this form. Please indicate all individuals acting in either capacity by providing the information located in the “officers/directors” box. Attach additional pages as needed. Once all required information has been disclosed,

Township of Byram

Disclosure of Investigations and Other Actions Involving Proposer Form

complete the certification beneath the “Additional Information” section below. Failure to complete this form may render your proposal on-responsive.

2.1. Additional Information:

2.1.1. Person or entity: _____

2.1.2. Date of inception: _____

2.1.3. Current status: _____

2.1.4. Brief description: _____

2.1.5. Caption of action: _____

2.1.6. Disposition of action: _____

2.1.7. Proposer contact name: _____

2.1.8. Contact phone number: _____

2.2. Officers /Directors

2.2.1. Name: _____

2.2.2. Title: _____

2.2.3. DOB: _____

2.2.4. Address: _____

2.2.5. City: _____

2.2.6. State: _____

Township of Byram

Disclosure of Investigations and Other Actions Involving Proposer Form

2.2.7. Zip Code: _____

2.2.8. Phone: _____

2.2.9. Email: _____

3. PART THREE: Certification

3.1. I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the proposer; that TOWNSHIP is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with TOWNSHIP to notify TOWNSHIP in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with TOWNSHIP, permitting TOWNSHIP to declare any contract (s) resulting from this certification void and unenforceable.

3.1.1. Signed: _____

3.1.2. Print Name: _____

3.1.3. Title: _____

3.1.4. Date: _____

Township of Byram

Disclosure of Investment Activities in Iran

RFPNumber: _____

Proposer: _____

1. PART ONE: Investment activities in Iran

1.1. Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the _____ Division's _____ website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders must review this list prior to completing the below certification. Failure to complete the certification will render a bidder's proposal non-responsive. If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

1.2. PLEASE CHECK THE APPROPRIATE BOX:

I certify, pursuant to P.L. 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25. I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification below.

Township of Byram

Disclosure of Investment Activities in Iran

OR

- I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as nonresponsive and appropriate penalties, fines and/or sanctions will be assessed as provided bylaw.

2. PART TWO: Further information related to investment activities in Iran

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below. Please provide thorough answers to each question. If you need to make additional entries, attach additional pages as needed.

2.1. Person or entity: _____

2.2. Relationship to bidder: _____

2.3. Description of activities: _____

2.4. Duration of Engagement: _____

2.5. Anticipated Cessation Date: _____

2.6. Proposer Contact Name: _____

2.7. Contact phone number: _____

Township of Byram

Disclosure of Investment Activities in Iran

3. PART THREE: Certification

3.1. I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder; that TOWNSHIP is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with TOWNSHIP to notify TOWNSHIP in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with TOWNSHIP, permitting TOWNSHIP to declare any contract(s) resulting from this certification void and unenforceable.

3.1.1. Signed: _____

3.1.2. Print Name: _____

3.1.3. Title: _____

3.1.4. Date: _____

Township of Byram
Ownership Disclosure Form

RFPNumber: _____

Proposer: _____

1. **PART ONE**: Please complete the questions below by checking either the “yes” or “no” box. All parties entering a contract with TOWNSHIP are required to complete this form. Please note that you must complete the separate disclosure of investigations form.

1.1. Are there any individuals, corporations or partnerships owning a 10% or greater interest in the bidder/offeror?

Yes No

If the answer to question 1 is no, please sign and date the form. You do not have to complete any more questions on this form. If the answer to question 1 is yes, please answer questions 2-4 below.

1.2. Of those parties owning a 10% or greater interest in the bidder/offeror, are any of those party's individuals?

Yes No

1.3. Of those parties owning a 10% or greater interest in the bidder/offeror, are any of those party's corporations or partnerships?

Township of Byram
Ownership Disclosure Form

Yes No

1.4. If your answer to Question 3 is “yes”, are there any parties owning a 10% or greater interest in the corporation or partnership referenced in Question 3?

Yes No

If any of the answers to questions 1-4 are yes, please provide the requested information in part 2 below. If all the answers to questions 1-4 are no, please read and sign the form below. No further action is needed. If you are a non-profit, you must disclose all officers/directors in part 2 below.

2. **PART TWO:** Please provide further information related to questions 2-4 answered as “yes.” For Questions 2-4 answered “yes”, you must disclose identifying information related to the individuals, partnerships and/or corporations owning a 10% or greater interest in the bidder/offeror. Further, if one or more of these entities is itself a corporation or partnership, you must also disclose all parties that own a 10% or greater interest in that corporation or partnership. This information is required by statute. To complete Part 2, please provide the requested information pertaining to either individuals or partnerships/corporations having a 10% or greater interest in the bidder/offeror. If you need to make additional entries, add additional pages as needed.

2.1. Individuals:

2.1.1. Name: _____

2.1.2. DOB: _____

Township of Byram
Ownership Disclosure Form

2.1.3. Address: _____

2.1.4. City: _____

2.1.5. State: _____

2.1.6. Zip Code: _____

2.1.7. Are there any parties owning a 10% or greater interest in the corporation or partnership referenced in Question 1.3?

Yes No

If Yes, then add additional pages as needed.

2.2. Partnerships /Corporations:

2.2.1. Entity name: _____

2.2.2. Partner name: _____

2.2.3. Address: _____

2.2.4. City: _____

2.2.5. State: _____

2.2.6. Zip Code: _____

2.2.7. Are there any parties owning a 10% or greater interest in the corporation or partnership referenced in Question 1.3?

Yes No

Township of Byram
Ownership Disclosure Form

If Yes, then add additional pages as needed.

3. PART THREE: Certification

3.1. I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder; that TOWNSHIP is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with TOWNSHIP to notify TOWNSHIP in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with TOWNSHIP, permitting TOWNSHIP to declare any contract (s) resulting from this certification void and unenforceable.

3.1.1. Signed: _____

3.1.2. Print Name: _____

3.1.3. Title: _____

3.1.4. Date: _____

3.1.5. FEIN/SSN: _____

Township of Byram

Affidavit of non-collusion

RFPNumber: _____

Proposer: _____

The undersigned, being duly sworn according to law, deposes and says:

1. That, as the party submitting the foregoing Proposal, that such Proposal is genuine and not collusive or a sham; that said Proposer has not colluded, conspired, connived, or agreed, directly or indirectly, with any Proposer or person, to put in a sham Proposal or to refrain from participating in this solicitation, and has not, in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the price of affiant or of any other Proposer, or to fix any overhead, profit, or cost element of said price, or of that of any other Proposer, or to secure any advantages against the Township of Byram, or any person interested in the proposed Services Agreement; and that all statements in said Proposal are true.
2. That he/she has not been convicted or found liable for any act prohibited by state or federal law involving conspiracy or collusion with respect to proposing or bidding on any public contract within the last three years. Such act or conviction does not automatically disqualify a Proposer, but may be grounds for administrative suspension or grounds for consideration by the Township of Byram as to whether the Township of Byram should decline to award the Services Agreement to such a Proposer based on a lack of responsibility. If Proposer has been convicted of any act prohibited by state or federal law involving collusion with respect to proposing or bidding on any public contract within the past three years, Proposer should attach an explanation of the circumstances surrounding that conviction.

Township of Byram

Affidavit of non-collusion

Signed: _____ Print Name: _____

Title: _____

Date: _____

Sworn and subscribed to me on this

_____ day of _____, _____.

Notary Public – State of New Jersey

Print Name: _____

My Commission Expires: _____

Township of Byram

Subcontractor Utilization Plan

RFPNumber: _____ Proposer: _____

Any Proposer intending to subcontract must complete the Subcontractor Utilization Plan. Proposers are instructed to list all proposed subcontractors on the Plan. See attached form. All subcontractors must have a valid Business Registration Certificate on file with the Division of Revenue and a copy of the registration certificate should be attached to this form.

1. **PART ONE:** List every instance where services will be performed by Subcontractor

1.1.

Subcontractor's name address, zip code telephone number and vendor ID number	Type(s) of goods or services to be provided	Estimated value of subcontracts

Township of Byram

Subcontractor Utilization Plan

2. PART TWO: Certification

2.1. I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder; that TOWNSHIP is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with TOWNSHIP to notify TOWNSHIP in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with TOWNSHIP, permitting TOWNSHIP to declare any contract (s) resulting from this certification void and unenforceable.

2.1.1. Signed: _____

2.1.2. Print Name: _____

2.1.3. Title: _____

2.1.4. Date: _____