

**Borough of Jamesburg**  
COUNTY OF MIDDLESEX  
STATE OF NEW JERSEY

**PROFESSIONAL SERVICES SOLICITATION**

***FAIR & OPEN PUBLIC SOLICITATION PROCESS***

PROFESSIONAL SERVICE: **2012 – BOROUGH AUDITOR**

**PUBLIC OPENING OF SUBMISSIONS: DECEMBER 1, 2011 – THURSDAY - 11:30 AM**

PUBLIC NOTICE TO PROFESSIONAL SERVICES ENTITIES

INFORMATION FOR PROFESSIONAL SERVICES ENTITIES

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE  
(EXHIBIT A)

BUSINESS REGISTRATION OF CONTRACTORS  
WITH GOVERNMENTAL AGENCIES

STANDARDIZED SUBMISSION REQUIREMENTS

CHECK LIST

SUBMISSION DOCUMENTS

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**BOROUGH OF JAMESBURG**

**PUBLIC NOTICE**  
**FOR THE SOLICITATION OF PROFESSIONAL SERVICE CONTRACT FOR  
THE YEAR 2012**

**NOTICE IS HEREBY GIVEN** that sealed submissions will be received by the Purchasing Official for the Borough of Jamesburg, County of Middlesex, State of New Jersey on **Thursday, December 1, 2011, 11:30 A.M.** prevailing time, at the Municipal Building, Borough of Jamesburg 131 Perrineville Road, Jamesburg, NJ 08831 then publicly opened and read aloud for the following:

Borough Auditor

Standardized submission requirements and selection criteria are on file and available in the Purchasing Office (732) 521-2222 x 110 during regular business hours, 8:30 AM to 4:00 PM, Monday through Friday, excluding holidays and is also **available on our website: [www.jamesburgborough.org](http://www.jamesburgborough.org)**.

By authorization of the Purchasing Official, of the Borough of Jamesburg, Middlesex County, New Jersey.

Denise Jawidzik

Purchasing Official

**BOROUGH OF JAMESBURG**

**PUBLIC NOTICE FOR THE SOLICITATION OF A PROFESSIONAL  
SERVICE CONTRACT**

**SCOPE OF WORK**

**2012 – BOROUGH AUDITOR**

**The following is a description of the professional services needed, including, where appropriate, a description of tasks involved:**

**Borough Auditor**

**ITEM A (AUDIT)** - The Borough Auditor shall make the annual audit of the Borough financial records for the year ending December 31, 2011 and to serve as Borough Auditor for the calendar year 2012 and perform the duties prescribed by law all in accordance with generally accepted auditing standards and the laws and regulations of the State of New Jersey regarding same. The Borough Auditor shall perform such duties and render such services as may from time to time be requested by the Borough Council or the Chief Financial Officer.

AND

**ITEM B (LOSAP)** - Prepare a compilation of the Borough's LOSAP plan in accordance with State guidelines.

# BOROUGH OF JAMESBURG

## **INFORMATION FOR PROFESSIONAL SERVICES ENTITIES** **(FAIR & OPEN PUBLIC SOLICITATION PROCESS)**

### ***1B.1 RECEIPT AND OPENING OF SUBMISSIONS***

#### **1B.1.1 OWNER AND PROJECT**

The Borough of Jamesburg, Middlesex County, New Jersey (hereinafter called the "OWNER") invites submissions for the service(s) mentioned in the Public Notice for Solicitation.

#### **1B.1.2 TIME AND PLACE OF SUBMISSION OPENINGS**

Borough Purchasing Official will receive submissions at the time and place mentioned in the Public Notice for Solicitation, and at such time and place will be publicly opened and read aloud.

#### **1B.1.3 SUBMISSIONS NOT IN COMPLIANCE**

The OWNER may waive any informality or reject any and/or all submissions.

### ***1B.2 QUALIFICATIONS OF PROFESSIONAL SERVICES ENTITIES***

#### **1B.2.1 INDIVIDUALS PERFORMING TASKS**

Name and roles of the individuals who will perform the tasks and descriptions of their education and experience similar to the services contained herein.

#### **1B.2.2 PAST PERFORMANCE**

Documented past performance of same and/or similar service.

#### **1B.2.3 REFERENCES**

References and record of success of same or similar service.

#### **1B.2.4 DESCRIPTION OF ABILITIES**

Description of ability to provide the services in a timely fashion (including staffing, familiarity and location of key staff).

#### **1B.2.5 COST DETAILS**

If applicable, cost details including the hourly rates of each of the individuals who will be performing services, and all expenses.

#### **1B.2.6 TECHNICAL PROCESS**

Description of technical process used in performing the task(s).

### ***1B.3 PREPARATION OF SUBMISSIONS***

#### **1B.3.1 COMPLETION OF SUBMISSIONS**

Each submission must be provided on a Standardized Submission Form as supplied in the submission package and signed by the professional services entity or principal thereof and shall contain the name, address, and telephone number of the professional services entity. All prices and amounts must be written in ink or preferably typewritten. Each signatory to the submission must initial all erasures or corrections. ***Each submission shall be contained in a sealed envelope. The submission is to be clearly marked "Sealed Submission Enclosed – Borough Auditor" and must be delivered at the place and time required or mailed so as to be received prior to the opening time set in the advertisement. Submissions received after the hour herein named, or in unsealed envelopes, shall not be considered.***

The Owner will not be responsible for submissions forwarded through the U.S. Mail or any delivery service if lost in transit at any time before submission opening, or if hand-delivered to incorrect location.

The submission shall be accompanied by all forms listed in the Checklist and be completed in their entirety.

#### **1B.3.2 ERRORS IN SUBMISSIONS**

If applicable, in the event there is a discrepancy between the unit prices and the extended totals, the unit prices shall govern or if between the correct sum of the extended totals and the total submission submitted, the correct sum shall govern. Amounts written in words shall govern over the amounts written in numerals.

## ***1B.4 TIME FOR AWARD OF CONTRACT***

The contracting unit shall award the contract or reject all submissions within such time as may be specified in the invitation for submission, but in no case more than 60 days, except that the submissions of any professional services entities who consent thereto may, at the request of the contracting unit, be held for consideration for such longer period as may be agreed.

The award of the Contract for this service will not be made unless the Borough's Chief Financial Officer has certified the necessary funds in a lawful manner.

## ***1B.5 MODIFICATIONS OF SUBMISSIONS***

Any professional services entity may modify his submission by mail, courier or hand delivery at any time prior to the scheduled closing time for receipt of submissions. The OWNER, prior to the closing time, must receive such communication. The communication should not reveal the submission price but should provide the addition to or subtraction from or other modification so that the OWNER will not know the final price(s) or term(s) until the sealed submission is opened.

## ***1B.6 REJECTION OF SUBMISSIONS***

### **1B.6.1 MULTIPLE SUBMISSIONS NOT ALLOWED**

More than one submission from an individual, a firm or partnership, a corporation or association of principals under the same or different names shall not be considered.

### **1B.6.2 UNBALANCED SUBMISSIONS**

Submissions, which are obviously unbalanced, may be rejected at the option of the OWNER.

### **1B.6.3 RIGHT TO REJECT SUBMISSIONS**

The right is reserved to reject any or all submissions in whole or in part if not in compliance with the standardized submission requirements.

### **1B.6.4 RIGHT TO WAIVE FORMALITIES RESERVED**

The owner expressly reserves the right to waive any informality in any submission, and to accept the submission, which in the OWNER'S judgment serves its best interests.

**1B.7 PROFESSIONAL SERVICES ENTITY REFERRED TO LAWS**

The attention of the professional services entity is especially directed to the provisions of Federal, State, County and Local Government statutes and regulations that may apply to the work.

**1B.8 PAYMENT**

Checks are processed by the Borough of Jamesburg's Finance Department on approximately the 15<sup>th</sup> and 30<sup>th</sup> day of each month. It is necessary that the approved signed vouchers be accompanied by an invoice and be submitted in advance of these dates.

**NO MINIMUM PAYMENT IS IMPLIED OR GUARANTEED.**

**1B.9 TRANSITIONAL PERIOD**

In the event that a new contract has not been awarded prior to the contract expiration date, it shall be incumbent upon the professional services entity to continue the contract under the same terms and conditions until a new contract(s) can be completely operational.

**1B.10 FACSIMILE DOCUMENTS PROVIDED IN A SUBMISSION**

Under no circumstances, on submission documents requiring authorized signatures, will the OWNER accept documents provided through facsimile machines.

**1B.11 CONTRACT COMPLIANCE AND EQUAL EMPLOYMENT OPPORTUNITY IN PUBLIC CONTRACTS**

Professional services entities are required to comply with the requirements of **N.J.S.A. 10:5-31 et seq.** and **N.J.A.C. 17:27 et seq.**

**1B.12 GENERAL REQUIREMENTS/INFORMATION**

The professional services entity shall guarantee any or all material and services supplied under these specifications. Defective or inferior items shall be replaced at the expense of the professional services entity.

It is understood by the professional services entity that this submission is provided on the basis of standardized submission requirements prepared by Borough of Jamesburg and the fact that any professional services entity is not familiar with these standardized submission requirements or conditions will not be accepted as an excuse.

**1B.13      PROFESSIONAL DISCLOSURE**

The professional services entity shall disclose any ownership in any firm for a product or service that they are recommending.

**1B.14      CANCELLATION OF CONTRACT/AGREEMENT**

Borough of Jamesburg reserves the right to cancel any contract entered into upon thirty (30) days advance written notice.

**1B.15      CONTRACT TERM**

Pursuant to N.J.S.A. 40A:11-3(b), ..."contracts for professional services pursuant to subparagraph (i) of paragraph (a) subsection (1) of section 5 of P.L. 1971, c.198 (N.J.S.A. 40A:11-5) may be awarded for a period not exceeding twelve (12) consecutive months".

**1B.16      ADMINISTRATION OF PUBLIC RECORDS**

Records received, retained, retrieved, or transmitted under the terms of this contract may constitute public records of the Borough of Jamesburg as defined by N.J.S.A. 47.3-16, and are legal property of the Borough of Jamesburg. The vendor(s) named in this contract must agree to administer and dispose of such records in compliance with the State's public records laws and associated administrative rules.

**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.**

**AMERICANS WITH DISABILITIES ACT OF 1990**  
**EQUAL OPPORTUNITY FOR INDIVIDUALS WITH DISABILITY**

The CONTRACTOR and the BOROUGH OF JAMESBURG (herein referred to as the Borough) 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 thereunto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the BOROUGH pursuant to this contract, the CONTRACTOR agrees that the performance shall be in strict compliance with the Act. In the event 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 BOROUGH in any action or administrative proceeding commenced pursuant to this Act. The CONTRACTOR shall indemnify, protect, and save harmless the BOROUGH, 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 BOROUGH'S grievance procedure, the CONTRACTOR agrees to abide by any decision of the BOROUGH, which is rendered pursuant to, said grievance procedure. If any action or administrative proceeding results in an award of damages against the BOROUGH or if the BOROUGH 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 BOROUGH 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 BOROUGH or any of its agents, servants, and employees, the BOROUGH shall expeditiously forward or have forwarded to the CONTRACTOR every demand, complaint, notice, summons, pleading, or other process received by the BOROUGH or its representatives.

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

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

## **BOROUGH OF JAMESBURG**

### **STANDARDIZED SUBMISSION REQUIREMENTS & SELECTION CRITERIA** **(FAIR & OPEN PUBLIC SOLICITATION PROCESS FOR PROFESSIONAL SERVICES)**

The Borough of Jamesburg is seeking sealed submissions in response to a Public Notice for the Solicitation of a Professional Service Contract.

#### ***The standardized submission requirements shall include:***

1. Names and roles of the individuals who will perform the services/tasks and descriptions of their experience with projects similar to the services contained herein including their education, degrees and certifications.
2. References and record of success of same or similar service.
3. Description of ability to provide the services in a timely fashion (including staffing, familiarity and location of key staff).
4. Cost details, including the hourly rates of each of the individuals who will perform services and time estimates for each individual, all expenses and total cost of "not to exceed" amount.

#### ***The selection criteria to be used in awarding contracts shall include:***

1. Qualifications of the individuals who will perform the services/tasks and the amounts of their respective participation.
2. Experience and references.
3. Ability to perform the services/tasks in a timely fashion, including staffing and familiarity with the subject matter.
4. Cost consideration - including, but not limited to, historical costs for similar professional services, expertise involved and comparable costs for comparable public entities.
5. Whether the proposal includes software for Annual Financial Statement and the Municipal Budget including the migration tool.
6. Familiarity with the Edmunds software system.
7. Familiarity with the Borough of Jamesburg.

**BOROUGH OF JAMESBURG**  
**CHECKLIST**

***The following items, as indicated below (X), shall be provided with the receipt of sealed submissions:***

- 1. Non-Collusion Affidavit .....   **X**
  
- 2. Disclosure of Ownership Form .....   **X**
  
- 3. Insurance Requirement Acknowledgement Form .....   **X**
  
- 4. Mandatory Equal Employment Opportunity Notice Acknowledgement  
.....   **X**
  
- 5. Copy of your ***Business Registration Certificate*** as issued by the State of New  
Jersey, Department of Treasury, Division of Revenue  
.....   **X**
  
- 6. Professional Service Entity Information Form .....   **X**
  
- 7. Qualifications Submission .....   **X**

**BOROUGH OF JAMESBURG**  
**NON-COLLUSION AFFIDAVIT**

State of New Jersey  
County of \_\_\_\_\_ ss:

I, \_\_\_\_\_ residing in \_\_\_\_\_  
(Name of affiant) (Name of municipality)  
in the County of \_\_\_\_\_ and State of \_\_\_\_\_  
\_\_\_\_\_ of full age, being duly sworn according to law on my oath  
depose and say that:

I am \_\_\_\_\_ of the firm of \_\_\_\_\_  
(Title or position) (Name of firm)

\_\_\_\_\_, the bidder making this Proposal for  
the Bid or RFP entitled

**Borough Auditor**

and that I executed the said proposal with full authority to do so that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the **Borough of Jamesburg** 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 project.

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

\_\_\_\_\_  
(Name of Business Entity)

Subscribed and sworn to

before me this day

\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_, 2\_\_\_\_\_

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

My Commission expires \_\_\_\_\_  
(Seal)

**DISCLOSURE OF OWNERSHIP FORM**

**N.J.S.A. 52:25-24.2** reads in part that “no corporation or partnership shall be awarded any contract by the State, County, Municipality or School District, or any subsidiary or agency thereof, unless prior to the receipt of the submission of the corporation or partnership, there is provided to the public contracting unit a statement setting forth the names and addresses of all individual who own 10% or more of the stock or interest in the corporation or partnership”.

1. If the professional service entity is a *partnership*, then the statement shall set forth the names and addresses of all partners who own a 10% or greater interest in the partnership.
2. If the professional service entity is a *corporation*, then the statement shall set forth the names and addresses of all stockholders in the corporation who own 10% or more of its stock of any class.
3. If a corporation owns all or part of the stock of the corporation or partnership providing the submission, then the statement shall include a list of the stockholders who own 10% or more of the stock of any class of that corporation.
4. If the professional service entity is other than a corporation or partnership, the contractor shall indicate the form of corporate ownership as listed below.

**COMPLETE ONE OF THE FOLLOWING STATEMENTS:**

**I. Stockholders or Partners owning 10% or more of the company providing the submission:**

NAME:	ADDRESS:
_____	_____
_____	_____
_____	_____
_____	_____

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

**II. No Stockholder or Partner owns 10% or more of the company providing this submission:**

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

**III. Submission is being provided by an individual who operates as a sole proprietorship:**

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

**IV. Submission is being provided by a corporation or partnership that operates as a (check one of the following):**

_____ Limited Partnership	_____ Limited Liability Corporation
_____ Limited Liability Partnership	_____ Subchapter S Corporation

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

**BOROUGH OF JAMESBURG**

**INSURANCE REQUIREMENTS AND ACKNOWLEDGEMENT FORM**

Certificate(s) of Insurance shall be filed with the Borough's Clerk's Office upon award of contract by the Borough Council.

The minimum amount of insurance to be carried by the Professional Service Entity shall be as follows:

**PROFESSIONAL LIABILITY INSURANCE**

Limits shall be a minimum of \$1,000,000.00 for each claim and \$1,000,000.00 aggregate each policy period.

***Acknowledgement of Insurance Requirement:***

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Printed Name and Title)

**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY NOTICE**  
**(N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq.)**

**GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS**

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

The successful professional service entity shall submit to the Borough of Jamesburg, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

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

**OR**

(b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-1.1 et seq.;

**OR**

(c) A photocopy of an Employee Information Report (Form AA302) provided by the Division of Contract Compliance and distributed to the Borough of Jamesburg to be completed by the vendor in accordance with N.J.A.C. 17:27-1.1 et seq.

The successful professional service entity may obtain the Employee Information Report (AA302) from the Borough of Jamesburg during normal business hours.

The successful professional service entities must submit the white and canary copies of the AA302 (Employee Information Report) to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The pink *Public Agency* copy is submitted to the Borough of Jamesburg, and the gold *Vendor* copy is retained by the professional service entity.

**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: \_\_\_\_\_

## **BUSINESS REGISTRATION CERTIFICATE COMPLIANCE**

### **Goods and Services Contracts (including purchase orders)**

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, a 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.

**The Borough of Jamesburg strongly suggests that a copy of the Business Registration Certificate issued by the NJ Department of Treasury, Division of Revenue, shall be provided at the time any submission is received.**

# BOROUGH OF JAMESBURG

## PROFESSIONAL SERVICE ENTITY INFORMATION FORM

If the Professional Service Entity is an **INDIVIDUAL**, sign name and give the following information:

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

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

Telephone No.: \_\_\_\_\_ Social Security No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_ E-Mail: \_\_\_\_\_

If individual has a TRADE NAME, give such trade name:

Trading As: \_\_\_\_\_ Telephone No.: \_\_\_\_\_

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If the Professional Service Entity is a **PARTNERSHIP**, give the following information:

Name of Partners: \_\_\_\_\_

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

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

Telephone No.: \_\_\_\_\_ Federal I.D. No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_ E-Mail: \_\_\_\_\_

Social Security No.: \_\_\_\_\_

Signature of authorized agent: \_\_\_\_\_

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If the Professional Service Entity is **INCORPORATED**, give the following information:

State under whose laws incorporated: \_\_\_\_\_

Location of principal office: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Federal I.D. No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_ E-Mail: \_\_\_\_\_

Name of agent in charge of said office upon whom notice may be legally served:

\_\_\_\_\_

Telephone No.: \_\_\_\_\_ Name of Corporation: \_\_\_\_\_

Signature: \_\_\_\_\_ By: \_\_\_\_\_

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

**BOROUGH OF JAMESBURG**

**SUBMISSION FORM**

(Additional sheets may be used but please use item number)

- 1. Names and roles of the individuals who will perform the services and description of their education and experience with projects similar to the services contained herein including their education, degrees and certifications:**

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- 2. References and record of success of same or similar service:**

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**3. Description of ability to provide the services in a timely fashion (including staffing, familiarity and location of key staff): Include a timeline for annual audit**

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**4. Cost details, including the hourly rates of each of the individuals who will perform services and all expenses:**

**ITEM A (AUDIT): NOT TO EXCEED AMOUNT TOTAL FOR THE YEAR 2012**

**\$\_\_\_\_\_.**

**ITEM B (LOSAP): NOT TO EXCEED AMOUNT TOTAL FOR THE YEAR 2012**

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**COST INCLUDES AFS AND BUDGET SOFTWARE YES\_\_\_\_\_ NO\_\_\_\_\_**

**# OF CURRENT MUNICIPAL CLIENTS USING EDMUNDS SOFTWARE \_\_\_\_\_**

**Attach a brief summary of familiarity with the Borough of Jamesburg**

Firm: \_\_\_\_\_ Date: \_\_\_\_\_

Authorized Representative (Print):

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

Telephone #: \_\_\_\_\_ Fax #: \_\_\_\_\_