



Borough of Dunellen

Request for Proposal (RFP) – Professional Services

LOCAL SAFETY ACTION PLAN

Proposal Submission Deadline:

July 15, 2025 @ 11:00 am prevailing time

Attn: RFP Response
Local Safety Action Plan
Borough of Dunellen
355 North Avenue
Dunellen, NJ 08812

TABLE OF CONTENTS

NOTICE TO VENDORS	3
INSTRUCTIONS TO VENDORS AND STATUTORY REQUIREMENTS	4
Submission of Proposals	4
Interpretation and Addenda	6
Brand Names, Standards of Quality and Performance	7
Insurance and Indemnification	8
Certificates of the Required Insurance	9
Indemnification	9
Pricing Information for Preparation of Proposals	10
Statutory and Other Requirements	10
Method of Contract Award	15
Termination of Contract	16
Payment Terms	17
SPECIFICATION	19
Intent	19
Background	19
The Project	21
Scope of Work	21
Time Frame for Completion	32
Staffing Plans	32
Cost Proposal	33
Organization Requesting Proposal	34
Period of Contract	34
Examination of Proposal Documents	35
Proposal Evaluation	35
Submission Requirements	35
EVALUATION CRITERIA	37
DOCUMENT SUBMISSION CHECKLIST	38
NON-COLLUSION AFFIDAVIT	39
DISCLOSURE OF OWNERSHIP	40
AFFIRMATIVE ACTION CERTIFICATION	41
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE	42
AMERICANS WITH DISABILITIES ACT	44
NEW JERSEY ANTI-DISCRIMINATION PROVISIONS	45
Prohibited Russia-Belarus Activities & Iran Investment Activities	46
RESOLUTION OF AUTHORIZATION IF CONSULTANT IS A CORPORATION	49
ACKNOWLEDGEMENT OF RECEIPT ADDENDA	50
STATE OF NEW JERSEY DEBARRED LIST AFFIDAVIT	51
CERTIFICATION OF NON-DEBARMENT FOR FEDERAL GOVERNMENT CONTRACTS	52

NOTICE TO VENDORS

NOTICE IS HEREBY GIVEN that sealed proposals will be received until **11:00 am on July 15, 2025**, by the authorized representative of the Borough of Dunellen 2nd floor of Borough Hall, 355 North Ave, Dunellen NJ 015812 for:

Request for Proposal (RFP) – Professional Services DUNELLEN SAFETY ACTION PLAN

Specifications may be obtained by visiting dunellenborough.com or via email to: ldarr@dunellenborough.com

For questions or other information email: crountree@dunellenborough.com

The Borough of Dunellen is requesting proposals from qualified individuals or firms to provide the above-mentioned goods and services in accordance with the specifications or Borough approved equivalent.

The Borough of Dunellen reserves the right to consider proposals for sixty (60) days after their receipt and reserves the right to waive any informalities, to accept a proposal which is deemed most favorable to the interest of the Borough in accordance with the specifications and current New Jersey State and Federal regulations.

Vendors are required to comply, where applicable, with the requirements of N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27-1 et seq., New Jersey Statutes Title 19 Fair and Open Process, and all other applicable laws.

Date of Publication: June 24, 2025

INSTRUCTIONS TO VENDORS AND STATUTORY REQUIREMENTS

Submission of Proposals

1. Sealed proposals shall be received by the contracting unit, hereinafter referred to as "Borough," (Borough of Dunellen) in accordance with public advertisement as required by law, with a copy of the notice being attached hereto and made a part of these specifications.
2. Sealed proposals will be received by the designated representative at the time and location as stated in the Notice to Vendors, and at such time and place will be publicly opened. The Borough reserves the right to postpone the date for presentation and opening of Proposals.
3. The complete RFP Proposal package shall be submitted at time and place stated in the Notice to Vendors, in a sealed envelope: (1) addressed to the Borough, (2) bearing the name and address of the vendor written on the face of the envelope, and (3) clearly marked "PROPOSAL: Dunellen Safety Action Plan" (4) One (1) original and one (1) electronic copy (USB) shall be submitted to:

**Attn: Local Safety Action Plan
RFP Response
Borough of Dunellen
355 North Avenue
Dunellen, NJ 08812**

4. It is the Vendor's responsibility that proposals are presented to the Borough at the time and at the designated place. Proposals may be hand delivered or mailed; however, the Borough disclaims any responsibility for proposals forwarded by regular or overnight mail. If the proposal is sent by express mail service, the designation in sub-section 3, above, must also appear on the outside of the express mail envelope. Proposals received after the designated time and date will be returned unopened.
5. Sealed proposals forwarded to the Borough before the time of opening of proposals may be withdrawn upon written application of the Vendor who shall be required to produce evidence showing that the individual is or represents the principal or principals involved in the proposal. Once proposals have been opened, they shall remain firm for a period of sixty (60) calendar days.
6. More than one proposal from an individual, a firm, a corporation or association under the same name shall not be accepted.

7. The entire proposal section of the proposal package is to be returned completed. All proposals must be made upon the proposal forms attached hereto and should give the unit price in figures and the total price for the work, both in words and in figures, and must be signed and acknowledged by the Vendor, in accordance with the directions in the Proposal. All prices and amounts must be written in ink or, preferably, machine printed. Proposals containing any conditions, omissions, unexplained erasures or alterations, items not called for in the proposal form, attachment of additive information not required by the specifications, or irregularities of any kind, may be rejected by the Borough. Any changes, whiteouts, strikeouts, etc. in the proposal must be initialed in ink by the person signing the proposal. If proposal format is not provided, the vendor may use their own format for submission
8. Each proposal form must give the full business address, business phone, fax, e-mail if available, the contact person of the Vendor, and be signed by an authorized representative as follows:
 - Proposals by partnerships must furnish the full name of all partners and must be signed in the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing.
 - Proposals by corporations must be signed in the legal name of the corporation, followed by the name of the State in which incorporated and must contain the signature and designation of the president, secretary or other person authorized to bind the corporation in the matter.
 - Proposals by sole proprietorship shall be signed by the proprietor.
 - When requested, satisfactory evidence of the authority of the officer signing shall be furnished.
9. Vendor should be aware of the following statutes that represent "Truth in Contracting" laws:
 - N.J.S.A. 2C:21-34, et seq. governs false claims and representations by Vendors. It is a serious crime for the Vendor to knowingly submit a false claim and/or knowingly make material misrepresentation.
 - N.J.S.A. 2C:27-10 provides that a person commits a crime if said person offers a benefit to a public servant for an official act performed or to be performed by a public servant, which is a violation of official duty.

- N.J.S.A. 2C:27-11 provides that a Vendor commits a crime if said person, directly or indirectly, confers or agrees to confer any benefit not allowed by law to a public servant.

Vendors should consult the statutes or legal counsel for further information.

10. Copies of plans, specifications, and contract documents will be on file for public inspection at Office of the Borough Clerk, Dunellen Municipal Building and may be obtained by email to: ldarr@dunellenborough.com. The complete RFP package will be forwarded via email. The RFP/Bid package will be provided as a PDF file at no cost to the prospective respondents. All addenda are posted on the Borough website. Potential respondents are cautioned that they are responding at their own risk if a third party supplied the specifications/RFP/Bid package that may or may not be complete. The Borough is not responsible for third party supplied documents.

Interpretation and Addenda

1. The Vendor understands and agrees that its proposal is submitted on the basis of the specifications prepared by the Borough. The Vendor accepts the obligation to become familiar with these specifications.
2. Challenges to bid specifications. Bidders are expected to examine the specifications and related documents with care and observe all their requirements. Ambiguities, errors or omissions noted by bidders should be promptly reported in writing to the appropriate official. In the event the bidder fails to notify the Borough of such ambiguities, errors or omissions, the bidder shall be bound by the bid. No oral interpretation and/or clarification of the meaning of the specifications for any goods and services will be made to any Vendor. Such request shall be in writing addressed to the Borough's representative stipulated in the specification. In order to be given consideration, a written request must be received at least three (3) business days prior to the date fixed for the opening/deadline of the proposal for goods and services.

Challenges filed after that time shall be considered void and having no impact on the contracting unit or the award of a contract pursuant to N.J.S.A. 40A:11-13. In the event the Vendor fails to notify the Borough of such ambiguities, errors or omissions, the Vendor shall be bound by the requirements of the specifications and the Vendor's submitted proposal.

3. All questions, interpretations, clarifications in regard to the specifications must be received at least seven (7) days prior to acceptance of bid/proposal. Any supplemental instructions will be in the form of written addenda to the

specifications and notice will be provided on the Borough's website, sent to potential bidders who provided a physical or email address when obtaining a copy of the proposal/bid package, or had submitted a proposal/bid submission. All addenda so issued shall become part of the specification and proposal/bid documents and shall be acknowledged by the bidder in the proposal/bid by completing the Acknowledgement of Receipt of Addenda form. The owner's interpretations or corrections thereof shall be final.

4. Pursuant to N.J.S.A. 40A:11-23(c)(1) when issuing an addenda, the Borough shall provide required notice prior to the official receipt of proposals/bids to any person who has submitted a proposal/bid or who has received a proposal/bid package. They will be sent from the Borough Clerk (ldarr@dunellenborough.com). It is recommended that vendors include this address in the recipient email's contact list to ensure it is not routed to a junk email folder.
5. Acknowledgement of Receipt of Addenda form is MANDATORY, and it is a fatal defect when addendum is issued. Otherwise, it is not applicable when no addendum is issued.

Brand Names, Standards of Quality and Performance

1. Brand names and/or descriptions used in these specifications are to acquaint Vendors with the types of goods and services desired and will be used as a standard by which goods and services offered as equivalent will be evaluated.
2. Variations between the goods and services described and the goods and services offered are to be fully identified and described by the Vendor on the "Exceptions to Specifications" and submitted with the proposal form. Competitive items must be equal to the standard described and have the same reputation for quality and workmanship. Vendor literature WILL NOT suffice in explaining exceptions to these specifications. In the absence of any exceptions by the Vendor, it will be presumed and required that the goods and services as described in the proposal specification be provided or performed.
3. It is the responsibility of the Vendor to document and/or demonstrate the equivalency of the goods and services offered. The Borough reserves the right to evaluate the equivalency of the goods and services.
4. In submitting its proposal, the Vendor certifies that the goods and services to be furnished will not infringe upon any valid patent or trademark and that the successful Vendor shall, at its own expense, defend any and all actions or suits

charging such infringement, and will save the Borough harmless from any damages resulting from such infringement.

5. Only manufactured and farm products of the United States, wherever available, shall be used pursuant to N.J.S.A. 40A:11-18.
6. The Vendor shall guarantee any or all goods and services supplied under these specifications for a period of one year from date of delivery unless otherwise specified herein. Defective or inferior goods shall be replaced at the expense of the Vendor. The Vendor will be responsible for return freight or restocking charges.
7. All work/jobs under this contract shall be compliant with the Borough's noise control ordinance, Chapter 217.

Insurance and Indemnification

The Vendor shall be required to have the following insurance coverage. Certificate of insurance coverage shall be submitted with the proposal and be made a part of the proposal documents:

Worker's Compensation Insurance

Workers Compensation insurance shall be maintained in full force during the life of the contract, covering all employees engaged in performance of the contract pursuant to N.J.S.A. 34:15-12(a) and N.J.A.C. 12:235-1.6.

General Liability Insurance

The Vendor shall furnish evidence to the Borough prior to the work he/she or any of his/her Subcontractors perform and will provide Standard Vendor's Liability for any operations to be performed by Vendor or Subcontractors.

General liability insurance shall be provided with limits of not less than \$1,000,000 for any occurrence and \$1,000,000 aggregate for bodily injury and property damage, coverage shall be maintained in full force during the life of the contract.

Automotive Liability Insurance

Automotive liability insurance covering Vendor for claims arising from owned, hired and non-owned vehicles with limits of not less than \$1,000,000 for any one occurrence and \$1,000,000 aggregate for bodily injury and property damage, coverage shall be maintained in full force during the life of the contract.

Professional Liability Insurance

Professional liability insurance covering Vendor for claims arising from its representation of the municipality with limits of not less than \$1,000,000 for any one occurrence, which shall be claim based, and coverage shall be maintained in full force during the life of the contract.

Certificates of the Required Insurance

Certificates of Insurance for those policies required above shall be submitted with the proposal. Such coverage shall be with an insurance company authorized to do business in the State of New Jersey and shall name the Borough as an additional insured.

Self-insured Vendors shall submit an affidavit attesting to their self-insured coverage at the time of submission and shall name the Borough as an additional insured prior to contract execution.

Indemnification

Provider's indemnity obligation. Provider covenants, agrees to, and shall defend (with counsel reasonably acceptable to the borough), indemnify, and hold harmless the borough of Dunellen, new jersey and the elected officials, the officers, employees, representatives, and volunteers of the borough of Dunellen, new jersey, individually or collectively, in both their official and private capacities (the borough of Dunellen, new jersey, and the elected officials, the officers, employees, representatives, and volunteers of the borough of Dunellen, new jersey each being a "Dunellen person" and collectively the "Dunellen persons"), from and against any and all claims, liabilities, judgments, lawsuits, demands, harm, losses, damages, proceedings, suits, actions, causes of action, liens, fees, fines, penalties, expenses, or costs, of any kind and nature whatsoever made upon or incurred by the borough of Dunellen, new jersey and/or any other Dunellen person, whether directly or indirectly, (the "claims"), that arise out of, result from, or relate to: (i) any of the work and services of the provider as described in section 1 of this agreement, (ii) any representations and/or warranties by provider under this agreement, and/or (iii) any act or omission under, in performance of, or in connection with this agreement by provider, or by any of provider's owners, directors, officers, shareholders, managers, partners, employees, agents, engineers, architects, consultants, contractors, subcontractors, invitees, patrons, guests, customers, tenants, subtenants, licensee, sublicensee, concessionaires, or any other person or entity for whom provider is legally responsible, and their respective owners, directors, officers, shareholders, managers, partners, employees, agents, engineers, architects, consultants, contractors, subcontractors, invitees, patrons, guests, customers, providers, and concessionaires. Such defense, indemnity and hold harmless shall and

does include claims alleged or found to have been caused in whole or in part by the negligence or gross negligence of any Dunellen person or conduct by any Dunellen person that would give rise to strict liability of any kind.

Provider shall promptly advise the borough in writing of any claim or demand against any Dunellen person related to or arising out of provider's activities under this agreement and shall see to the investigation and defense of such claim or demand at provider's sole cost and expense. The Dunellen persons shall have the right, at the Dunellen persons' option and own expense, to participate in such defense without relieving the provider of any of its obligations hereunder. The defense, indemnity, and hold harmless obligations set forth herein shall survive the expiration or termination of this agreement.

Pricing Information for Preparation of Proposals

1. The Borough is exempt from any local, state, or federal sales, use or excise tax.
2. The prices shall remain firm for the contract period(s). The prices shall include the delivery and furnishing of all materials, plant, equipment, tools, scaffolds, and all other facilities, and the performance of all labor and services necessary for proper completion of the work, except such as may be otherwise expressly provided in the Contract Documents.
3. Vendor shall be responsible for obtaining any applicable permits or licenses from any government entity that has jurisdiction to require the same. All proposals submitted shall have included this cost.
4. Vendors shall insert prices for furnishing goods and services required by these specifications. Prices shall be net, including any charges for shipping, handling, packing, crating, containers, etc. All transportation charges shall be fully prepaid by the Vendor. The Borough shall not be responsible for delivery costs of any type.

Statutory and Other Requirements

The following are mandatory requirements of this proposal and contract.

1. MANDATORY AFFIRMATIVE ACTION CERTIFICATION

No firm may be issued a contract unless it complies with the affirmative action provisions of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1 et seq. The following information summarizes the full, required regulatory text, which is included as part of this proposal specification.

Goods, Professional Services and General Services Contracts

Each Vendor 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:

- A Letter of Federal Approval indicating that the vendor is under an existing federally approved or sanctioned affirmative action program. A copy of the approval letter must be provided by the vendor to the Public Agency and the Division. This letter of approval is valid for one year from the date of issuance.
- A Certificate of Employee Information Report (hereafter "Certificate"), issued in accordance with N.J.A.C. 17:27 et seq. The vendor must provide a copy of the Certificate to the Public Agency as evidence of its compliance with the regulations. The Certificate represents the review and approval of the vendor's Employee Information Report, Form AA-302 by the Division.
- The successful bidder shall complete an Initial Employee Report, Form AA- 302 and submit it to the Division with a check or money order for \$150.00 made payable to "Treasurer, State of NJ" and forward a copy of the Form to the Public Agency. Upon submission and review by the Division, the Report shall constitute evidence of compliance with the regulations.

2. NEW JERSEY ANTI-DISCRIMINATION

The contract for this solicitation/proposal shall require that the contractor agrees not to discriminate in employment and agrees to abide by all anti-discrimination laws including but not limited to N.J.S.A 10:2-1 as indicated by the attachment of this document.

3. AMERICANS WITH DISABILITIES ACT OF 1990

Discrimination on the basis of disability in contracting for the purchase of goods and services is prohibited. If awarded the contract, the vendor is required to comply with requirements related to the Americans with Disabilities Act as provided in this specification. The vendor is obligated to comply with the Act and to hold the Borough harmless for any violations committed under the contract.

4. STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 provides that no business organization, regardless of form of ownership shall be awarded any contract for the performance of any work or the furnishing of any goods and services, unless, prior to the receipt of the proposal or accompanying the proposal of said business organization, vendors shall

submit a statement setting forth the names and addresses of all persons and entities that own ten percent (10%) or more of its stock or interest of any type at all levels of ownership. The disclosure shall be continued until names and addresses of every non-corporate stockholder, and individual partner, and member exceeding the ten percent (10%) ownership have been listed.

The included Statement of Ownership shall be completed and attached to the proposal. This requirement applies to all forms of business organizations, including, but not limited to, corporations and partnerships, publicly owned corporations, limited partnerships, limited liability corporations, limited liability partnerships, sole proprietorship, and Subchapter S corporations. **Failure to submit a disclosure document shall result in rejection of the proposal as it cannot be remedied after the proposals from vendors have been opened.**

Not-for-profit entities should fill in their name, check the not-for-profit box, and certify the form. No other information is necessary.

5. PROOF OF BUSINESS REGISTRATION

Pursuant to N.J.S.A. 52:32-44, the Borough is prohibited from entering into a contract with an entity unless the bidder/proposer/contractor/vendor, and each subcontractor that is required by law to be named in the bid/proposal/contract has a valid Business Registration Certificate (BRC) on file with the Division of Revenue and Enterprise Services within the Department of Treasury.

Prior to the contract award or authorization, the vendor shall provide the Borough with its proof of business registration and that of any named subcontractor(s). Subcontractors named in the bid or other proposal shall provide proof of business registration to the bidder/proposer, who in turn, shall provide it to the Borough prior to the time a contract, purchase order, or other contracting document is awarded or authorized.

During the course of contract performance:

- the contractor shall not enter into a contract with a subcontractor unless the subcontractor first provides the contractor with valid proof of business registration.
- the contractor shall maintain and submit to the Contracting Agency a list of subcontractors and their addresses that may be updated from time to time.
- the contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall collect and

remit to the Director of the Division of Taxation in the Department of the Treasury, 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 the State. Any questions in this regard can be directed to the Division of Taxation at (609)292-6400. FormNJ-REG can be filed online at www.state.nj.us/treasury/revenue/busregcert.shtml.

Before final payment is made under the contract, the contractor shall submit to the Contracting Agency a complete and accurate list of all subcontractors used and their addresses.

Pursuant to N.J.S.A. 54:49-4.1, a business organization that fails to provide a copy of a business registration as required, or that provides false business registration information, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000, for each proof of business registration not properly provided under a contract with a contracting agency.

Emergency Purchases or Contracts

For purchases of an emergency nature, the contractor shall provide its Business Registration Certificate within two weeks from the date of purchase or execution of the contract or prior to payment for goods or services, whichever is earlier.

6. NEW JERSEY WORKER AND COMMUNITY RIGHT TO KNOW ACT (if applicable)

The manufacturer or supplier of chemical substances or mixtures shall label them in accordance with the N.J. Worker and Community Right to Know Law (N.J.S.A. 34:5A-1 et seq., and N.J.A.C 8:59-2 et seq.,). Containers that the law and rules require to be labeled shall show the Chemical Abstracts Service number of all the components and the chemical name. Further, all applicable Material Safety Data Sheets (MSDS) - hazardous substance fact sheet - must be furnished.

7. NON-COLLUSION AFFIDAVIT

The Affidavit shall be properly executed and submitted with the proposal.

8. PAY TO PLAY

Business entities are advised of their responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27 if they receive contracts in excess of \$50,000 from public entities in a calendar year.

Business entities are responsible for determining if filing is necessary, Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

9. DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

N.J.S.A. 52:32-55, et seq., (P.L. 2012, c.25 and P.L. 2021, c.4) prohibits certain State and local public contracts with persons or entities engaging in certain investment activities in energy or finance sectors of Iran. Bidders must indicate if they comply with the law by certifying the form.

10. DISCLOSURE OF PROHIBITED ACTIVITIES IN RUSSIA AND BELARUS

P.L 2022, c 3 prohibits the award, renewal, amendment, or extension of State and local

Public contracts for goods or services with persons or entities engaging in prohibited activities in Russia or Belarus.

11. AMERICAN GOODS AND PRODUCTS TO BE USED WHERE POSSIBLE

Only manufactured and farm products of the United States, wherever available, shall be used pursuant to N.J.S.A. 40A:11-18.

12. DAVIS BACON ACT

If this project is being funded with Federal Funds received from the U.S. Department of Housing and Urban Development (HUD) as part of the Community Development Block Grant (CDBG), the vendor shall be subject to the provisions of the Federal Labor Standards (Davis Bacon), which shall be conditions of the contract. Additional information may be obtained at <http://www.wdol.gov/>.

13. NEW JERSEY WORKER AND COMMUNITY RIGHT TO KNOW ACT

The manufacturer or supplier of chemical substances or mixtures shall label them in accordance with the N.J. Worker and Community Right to Know Law (N.J.S.A. 34:5A-1 et seq., and N.J.A.C 8:59-1.1 et seq.,). All direct use containers shall bear a label indicating the chemical name(s) and Chemical Abstracts Service number(s) of all hazardous substances in the container, and all other substances which are among the five most predominant substances in the container, or their trade secret registry number(s) pursuant to N.J.A.C. 8:59-5. "Container" means a receptacle used to hold a liquid, solid or gaseous substance such as bottles, bags, barrels, cans, cylinders, drums, and cartons. (N.J.A.C. 8:59-1.3). Further, all applicable Material Safety Data Sheets (MSDS) - hazardous substance fact sheet - must be furnished. All containers which are stored at an owner's facilities

by the contractor or subcontractors shall display RTK labeling. Vendors with questions concerning labeling should contact the New Jersey Department of Health and Senior Services Right to Know

Program for assistance in developing proper labels.

www.nj.gov/health/workplacehealthandsafety/right-to-know/.

Method of Contract Award

1. The Borough and the successful Vendor, in accordance with N.J.S.A.40A:11-24 (b), shall execute said contract within twenty-one (21) days, Sundays and holidays excluded after Notice of Award. The parties, however, may agree to extend the twenty-one (21) day period in the event the contract cannot be signed in a timely manner. Failure or neglect of the Vendor to execute said contract or to contact the Borough to request an extension to execute said contract shall constitute a breach and the Borough can award the contract to the next lowest Vendor. Pursuant to requirements of N.J.A.C. 5:30-5.1 et seq., any contract resulting from this proposal shall be subject to the availability and appropriation of sufficient funds annually.
2. The form of contract shall be submitted by the Borough to the successful vendor.
3. The form of contract shall be submitted by the Borough to the successful Vendor. Terms of the specifications/proposal package prevail. Vendor exceptions must be formally accepted by the Borough.
4. The Borough reserves the right to waive immaterial formalities. The Borough reserves the right to procure these items under State Contracts or inter-local agreement if so desired.
5. The acceptance of a Proposal shall bind the successful Vendor to execute the contract and to be responsible for liquidated damages.

Causes for Rejecting Proposals

Proposals may be rejected for any of the following reasons:

1. All proposals pursuant to N.J.S.A. 40A:11-13.2.
2. If more than one (1) proposal is received from an individual, firm or partnership, corporation, or association under the same name.
3. Multiple proposals from an agent representing competing Vendors.

4. The proposal is inappropriately unbalanced.
5. The Vendor is determined to possess, pursuant to N.J.S.A. 40A:11-4b, Prior Negative Experience; or,
6. If the successful Vendor fails to enter into a contract within twenty-one (21) days, Sundays and holidays are excepted, or as otherwise agreed upon by the parties to the contract. In this case at its option, the Borough may accept the proposal of the next lowest responsible Vendor. (N.J.S.A. 40A:11- 24b)

Termination of Contract

1. If, through any cause, the Vendor shall fail to fulfill in a timely and proper manner obligations under the contract or if the Vendor shall violate any of the requirements of the contract, the Borough shall there upon have the right to terminate the contract by giving thirty (30) day written notice to the Vendor of such termination and specifying the effective date of termination. Such termination shall relieve the Borough of any obligation for balances to the Vendor of any sum or sums set forth in the contract. The Borough will pay only for goods and services accepted prior to termination.
2. Notwithstanding the above, the vendor shall not be relieved of liability to the Borough for damages sustained by the Borough by virtue of any breach of the contract by the Vendor and the Borough may withhold any payments to the Vendor for the purpose of compensation until such time as the exact amount of damage due the Borough from the Vendor is determined.
3. The Vendor agrees to indemnify and hold the Borough harmless from any liability to Subcontractors/suppliers concerning payment for work performed or goods supplied arising out of the lawful termination of the contract by the Borough under this provision.
4. In case of default by the Vendor, the Borough may procure the goods or services from other sources and hold the Vendor responsible for any excess cost.
5. Continuation of the terms of the contract beyond the fiscal year is contingent on availability of funds in the following year's budget. In the event of unavailability of such funds, the City reserves the right to cancel the contract.
6. Acquisition, Merger, Sale and/or Transfer Of Business, Etc.

It is understood by all parties that if, during the life of the contract, the Vendor disposes of his/her business concern by acquisition, merger, sale, and or/transfer or by any means convey his/her interest(s) to another party, all obligations are

transferred to that new party. In this event, the new owner(s) will be required to submit all documentation/legal instruments that were required in the original proposal/contract. Any change must be approved by the Borough.

7. The Vendor will not assign any interest in the contract and shall not transfer any interest in the same without the prior written consent of the Borough.
8. The Borough may terminate the contract for convenience by providing 60 calendar days' advance written notice to the Vendor.
9. If the successful Vendor and/or any of its employees and/or agents are required to be licensed and/or registered in order to perform the services which are the subject of this or any agreement thereof, then the agreement shall be terminated in the event that the appropriate governmental entity with jurisdiction has instituted an action to have the vendor's license and/or registration suspended or revoked, or in the event that such entity has revoked or suspended said license or denied such registration. Notice of termination pursuant to this subparagraph shall be effective immediately upon the giving of said notice.
10. The Borough may terminate the contract if adequate funds are not appropriated to satisfy the contracted compensation to the Vendor. However, in such cases, the Vendor shall have the right, subject to all other legal termination rights herein or under common or statutory law, to continue the contract until all funds in the not to exceed amount have been extinguished. In such circumstances, the Vendor agrees that it shall have no right, under quantum merit or under any other equitable or common law theories.
11. The Borough has the right to incorporate a liquidated damage amount into the written contract with the successful vendor, up to ten percent of the contract amount, should the Borough deem such necessary for proper effectuation of the contract.

Payment Terms

1. Payment shall be in accordance with the Borough's policy. The contractor shall submit invoices for actual number of hours worked at established hourly rate, the date of service, individual jobsite, and an itemized breakdown of the actual dealer's cost for materials (parts) with contractor's markup applied. No payment will be made unless an itemized breakdown of labor and material is included.
2. No payment will be made unless duly authorized by the Borough's authorized representative and accompanied by proper documentation.

3. Payment vouchers with appropriate invoices are publicly approved at the scheduled Borough council meetings. The schedule for the Borough council meetings is available on the Borough website. All payment vouchers/invoices approved at each meeting are paid by checks which are mailed the day after each meeting.
4. The Borough shall pay the net amount of all invoices within sixty (60) days of the date of vendor's properly executed invoice. Invoices shall not be sent earlier than the date on which the goods/services related thereto are delivered to the Borough.
5. Public funds may be used to pay only for goods delivered or services rendered. The Borough shall not pay penalties and/or interest on overdue bills unless otherwise required by law. No employee is authorized to sign a letter of credit or any other document that represents a legal commitment on the part of the owner to pay additional fees.
6. Furthermore, the Borough will not accept any delivery of goods or services 'C.O.D.'.

There are no exceptions to these procedural requirements.

SPECIFICATION

Intent

The Borough of Dunellen (Borough) is seeking consultant support from qualified firms to develop a Local Safety Action Plan. This plan will provide a comprehensive approach to advancing safety improvements in accordance with the Federal Highway Association's (FHWA) [National Road Safety Strategy](#) and [Safe System Approach](#). The purpose is to establish a framework for enhancing transportation safety in Dunellen and to develop a safety action plan that meets the requirements for the Safe Streets and Roads for All ([SS4A](#)) grant provided by the Infrastructure Investment and Jobs Act ([IIJA](#)).

The selected consultant will be required to comply with all applicable federal regulations and contracting provisions required by the federal funding authority. Additionally, all state regulations and provisions of the Borough's contract with the FHWA will be passed on to the consultant.

The Borough invites all qualified firms with experience in this area to submit proposals for this project.

Background

The Borough of Dunellen is located in the northwest section of Middlesex County, approximately thirty miles southwest of New York and sixty-five miles northeast of Philadelphia. Encompassing approximately one square mile, Dunellen has an estimated population of 7,700. Abutting the communities of Plainfield in Union County, Green Brook in Somerset County, and Piscataway and Middlesex in Middlesex County, Dunellen is traversed by State Highway Route 28, which is the Borough's main street running east/west. State Highway Route 22 is located about one mile north of and parallel to Route 28. Washington Avenue (County Road 529) runs north/south, intersecting North Avenue, and is a major connection to Interstate 287 and Route 22. These State and County roads provide accessibility to other major highways such as the Garden State Parkway, Route 78, and the New Jersey Turnpike.

The Borough is a developed residential community with a central commercial area. We have a number of favorable economic advantages, including the NJ Transit train station along the Raritan Valley Line, providing direct train service to Newark and Hoboken, and service to New York City via a transfer from Newark. With the long-anticipated Gateway Tunnel, we are hopeful that we will soon realize a direct line into Manhattan. Additionally, Dunellen has NJ Transit Bus service to New York City and Bridgewater, NJ.

The Borough of Dunellen completed a Master Plan Reexamination in 2023 as part of an ongoing comprehensive planning process. This process represents a continuing effort to ensure the Borough's planning policies, goals, and objectives provide the highest quality of life for its residents, businesses, and visitors. The final document addresses several planning issues and Master Plan objectives while outlining policy changes and stating planning objectives for the Borough to consider as we move forward. The reexamination included a 35-question public survey coordinated with NJ Transit Friendly Planning and NJTPA Complete Street, and a public meeting attended by residents, business owners, and workers. Prioritizing multi-modal transportation options was among the top recommendations of the reexamination. The plan is available on the Borough of Dunellen website.

The Master Plan Reexamination is one of many proactive steps the Borough has taken to ensure a vibrant, active downtown. Additional initiatives include:

2012: Downtown Rehabilitation Plan

2012: NJDOT Transit Village Designation

2014: Study of Dunellen's Transit Village (Bloustein School)

2017: Community Survey on the Arts (Dunellen Arts and Culture Commission)

2019: Dunellen Transit Hub Plan (NJTPA, Rutgers)

2019: Downtown Revitalization Strategies (Bloustein School)

2020: Walkability Study (Rutgers, NJTPA)

2022: Analysis of Murals as an Arts and Economic Revitalization Study (Bloustein School/Mason Gross)

2022: Complete and Green Streets for All Policy (Rutgers, NJTPA)

2022: Climate Resiliency Plan

2022: Transit-Friendly Planning – Circulation around Train Station (NJ Transit)

2024: Special Improvement District Assessment Study (INK Creative Strategies)

2024: Historical Preservation Survey (Bloustein School)

The adoption of the Downtown Redevelopment Plan and its subsequent amendments have spearheaded growth in our downtown. As a result of these initiatives, the Borough has seen significant positive results from the development community, allowing us to

welcome many new residents to our Borough. This includes several approved and pending development projects:

- Completed: Dunellen Station project with 252 one- two- and three-bedroom rental units and 130 townhomes
- Completed: 150 North Avenue with 14 residential units
- Completed: 526 Metro at 526 North Avenue with 40 residential units
- Under Construction: “The Gateway” at 745-753 Bound Brook Road with 23 residential units
- Approved: 431-441 North Avenue with 62 residential units
- Approved: North Hamilton Project at 405 North Avenue with 50 residential units
- Approved: 120-126 North Avenue with 33 residential units
- Approved: 337 Front Street with eight residential units

The Project

Dunellen’s comprehensive Safety Action Plan will use data-driven methods for project selection, engage the public, consider equity and underserved communities, and include demonstration projects to produce proof-of-concept for innovative safety improvements. The demonstration projects will test the feasibility of low-cost, high-impact strategies that promote safety on public roadways, have wide geographic impacts, and effectively prevent death and serious injuries across diverse categories of users. In identifying these projects, the Borough will be guided by both the Safe System Approach and Vision Zero Core Principles: recognizing that our transportation system must accommodate certain levels of human error, and therefore all stakeholders must share a responsibility for thinking proactively about and ensuring safety.

Cherron Rountree, Dunellen’s Special Project Advisor, will serve as the Project Manager. She will be responsible for project planning, overseeing community outreach, managing information related to project sites, and coordinating with other Departments and partners.

Scope of Work

This effort will produce a local Safety Action Plan that reduces serious injuries and fatalities on all roadways within Dunellen Borough. This will build upon the work of the Mayor’s Traffic and Pedestrian Task Force and include input from and coordination with stakeholders and the public; data analysis; equity considerations; and prioritized recommendations to address safety needs. Recommended strategies and solutions will be multidisciplinary, and include infrastructure and engineering, technology, enforcement, education, emergency services, and policy solutions.

Adoption of zero fatalities-based goals and associated performance metrics are also important elements of the plan. While the Action Plan will identify needs and strategies and a conceptual complete streets network that provides the basis for future improvement projects, its development will not involve preliminary engineering, design, or other stages of formal project development.

Successful proposals should include a diverse team, with extensive demonstrated experience with Local Road Safety Plans, the Safe System Approach, national experience in safety planning and implementation and relevant New Jersey experience.

Technical proposals must be prepared and submitted in accordance with the goals, requirements, format, and guidelines presented in this RFP document.

The following is a list of recommended tasks, deliverables, and suggested level of effort for this project. Unless otherwise specified, the consultant shall complete and submit all deliverables outlined. An approximate percentage of the entire project is indicated for each task. These tasks and percentages may be considered a starting point for configuring tasks, but respondents are encouraged to prepare proposals they consider to be the most appropriate to accomplish the stated goals of the project and produce quality deliverables.

Note that although these tasks are presented below in sequential order, the consultant might find it beneficial to conduct work on different tasks in parallel and may need to conduct work in a different order than presented below. In submitting cost proposals, budgets should be detailed for each specific task.

All deliverables are subject to Borough review and approval. Deliverables must be submitted first in draft form for review and then revised based on comments received from the project manager. A minimum of two weeks should be assumed for the Borough review, unless otherwise specified. Following revisions, final documents shall be submitted. Final documents responding to Borough comments shall be completed within two weeks of receiving comments. The consultant shall also clearly identify changes to the draft document when the final document is submitted. The Borough shall accept the deliverable when it reasonably determines that the applicable deliverable meets the required criteria. Unless otherwise specified, ten (10) color copies (double-sided as appropriate) shall be required for all final technical memoranda and reports produced for this project.

All interim and final project deliverables shall also be submitted in electronic format (on a flash drive or other electronic media, or via e-mail, or via a file-sharing platform, as specified by the Borough project manager). Memoranda and reports shall be submitted to the Borough in both PDF format (to allow easy printing of additional copies) and editable format (i.e., Microsoft Word for text; Microsoft Excel for graphs and tables;

and/or Microsoft PowerPoint for presentations; as applicable). The deliverables shall include the raw data files, including GIS files, for the graphics and the consultant shall provide a clear indication of the location of data underlying any graphics so that the staff is able to reproduce or modify graphics as needed.

Task 1: Review of Roadway Safety Planning and Policy Resources (10%)

The consultant will update the review of existing legislation, policies, planning priorities, and goal-setting related to roadway safety and eliminating traffic deaths. The aim of this task is to broadly assess existing projects, policies, processes, programs, and funding streams that guide transportation safety improvements. National and state documents can apply to the regional review, while county and local documents will inform county-level assessments for Middlesex County. The consultant will assemble and conduct a review of existing policies, plans, standards, and processes for identifying, prioritizing, and responding to safety needs, as well as any safety-related local ordinances or existing impediments to implementing safety improvements. This review will include identifying any existing safety-related stakeholder groups or other safety initiatives within the Borough.

Review of relevant documents shall include, but is not limited to, the NJTPA's Plan 2050, the statewide 2020 Strategic Highway Safety Plan, the National Road Safety Strategy, FHWA Proven Safety Countermeasures, the NJ Complete and Green Streets Policy, NJTPA's Transportation Demand Management and Implementation Plan and the NJTPA's Active Transportation Plan. The review should also include Dunellen's Complete and Green Streets Policy. The review should include the Vision Zero Plans that already exist in New Jersey and other best practices examples from around the country. The task should articulate how relevant plans can inform safety action plans. Research topics and guidance shall include:

- Summary of federal, state, and local traffic safety context
- Planning process
- Emphasis areas
- Equity considerations
- Vision and goals
- Safety action plan best practices:
 - Safe System Approach Best Practices relating to safety culture, safe vehicle technology for public sector fleets, interagency and multidisciplinary coordination to achieve public health and transportation safety goals
 - Data-driven decision-making
 - Short- and long-term funding mechanisms for implementation
 - Performance measurement

- Establishment of local action committees focusing on transportation safety

Task 2: Safe System Analysis (25%)

Using existing and available crash data, and other data as appropriate, the consultant will identify the locations and types of the most pressing safety issues in Dunellen. Data to be analyzed will be primarily crash locations, causes and demographics, and other data available from the Borough, the NJTPA, or other sources as appropriate. The results of this task will be used to help identify disproportionate crash experiences, including those that impact disadvantaged communities; stakeholders for outreach in Task 3; and to highlight high crash locations for countermeasure recommendations in Task 4. Data analysis is also integral to setting informed safety priority improvements and performance goals.

Task 2 is divided into three parts: a “first cut” to identify crash hotspot locations and/or corridors; a second, more comprehensive data-driven effort to overlay other relevant factors at hotspot locations and corridors; and a third, broader, regional analysis. The first cut will include an equity-focused demographic analysis to identify disproportionate safety issues in disadvantaged communities. The second analysis may incorporate additional local and regional data, as available, roadway characteristics such as speed limits, road design and conditions, lighting and land use mix, or other relevant data. The consultant shall determine relevant datasets for this overlay analysis, in consultation with the Borough. The “third cut” analysis will be regional. It will establish regional baseline data for comparative purposes and summarize the region’s current state of transportation safety, including trends, impacts, and performance metrics.

Demographic analysis will include identification of areas considered underserved. Proposals may include use of the NJTPA equity analysis tool or other data. Analysis should identify areas within the Borough that are disadvantaged and experience a high number of crashes, to be incorporated into subsequent tasks. This analysis should also make use of the US DOT’s Equitable Transportation Community Explorer, which identifies communities designated by USDOT as disadvantaged. USDOT guidance encourages the use of the Equitable Transportation Community Explorer.

Task 2.1: Crash and Equity Analysis

For this subtask, the consultant will build on the work already conducted by the Borough to update the analysis of crash data and summarize trends and travel safety conditions relative to established regional safety performance measures. The consultant will examine NJDOT network screening lists (for county roads) and conduct screening for the local road network to identify fatal and serious injury crash hotspot locations. The consultant should conduct additional analysis at hotspot locations and corridors,

including analysis of the crash history to identify overrepresented crash types, high risk roadway characteristics and contributing factors.

The consultant should include the following crash analysis factors and data inputs, at a minimum:

- Network Screening Lists and other High Injury Network documents identifying high-risk corridors and hotspot locations
- Crash and historic trends
- Crash experience – locations, severity, types (pedestrian, rear-end, road departure etc.), and other contributing factors
- Equity profiles with demographic data and identification of statistical overrepresentations.

Task 2.2: Comprehensive Crash Analysis

The consultant, in consultation with the Mayor’s Traffic and Pedestrian Task Force, will refine the crash and equity analysis conducted under Task 2.1 to include a variety of overlay analyses and additional datasets (as available). The overlay of crash and equity analyses should determine demographic groups and Census tracts within the Borough that have experienced disproportionately high numbers of serious injuries and fatalities. This subtask should help highlight specific data that is important locally.

As appropriate, additional local data, such as roadway characteristics and sidewalks, major transit stations or stops, schools or senior centers, as available, should be incorporated. The consultant should consider the most appropriate way to organize, overlay and present the findings. The consultant should include the following factors and data inputs for this subtask, at a minimum:

- Overlay of relevant regional data analysis results from other programs, plans and studies, to be determined in consultation with the Borough.
- NJDOT Straight Line Diagrams and equivalent local road design inventory documents (as available)
- Exploration of land use and the built environment related to safety performance
- Incorporation of local and/or county datasets, as available, to enhance safety analyses

Deliverables for Task 2:

- Technical memo (Task 2.1) with network screening, crash history analysis, and equity analysis results, including detailed maps, tables, discussion of results, and data limitations.

- Technical memo (Task 2.2) with local data analysis results, including an equity analysis and overlay of additional data inputs, as available and appropriate. The memo should include detailed maps, tables, discussion of results, data limitations, and incorporation of relevant data from state, regional, county, and local stakeholders.
- Technical memo (Task 2.3) with regional data analysis results, including maps, tables, and discussion of results and data limitations.

Task 3: Public and Stakeholder Engagement (20%)

The consultant will be responsible for developing and coordinating a Public and Stakeholder Engagement Plan (PSEP) – a comprehensive overall framework for engaging state, regional, county, and local engineers, planners, elected officials, advocates, Transportation Management Associations (TMAs) and stakeholders to guide and inform the planning process. There will also be a public outreach process that will include opportunities for meaningful input from Borough officials, staff and stakeholders representing disadvantaged communities and groups (as identified in Task 2.2) and the public.

The Mayor’s Traffic and Pedestrian Task Force should be involved in the plan development, including outreach tasks. The consultant shall provide coordination and support to the Task Force. The PSEP should outline anticipated meetings and activities. The consultant will be responsible for a range of PSEP implementation activities, including coordination for goal setting, conducting public involvement opportunities, and presentation of the plan to the Borough Council for endorsement when completed. In coordination with the Mayor’s Traffic and Pedestrian Task Force, the consultant will develop and deliver regular communication materials, and engage with Borough leadership to foster endorsement. Communication materials may include presentations, newsletters, or other mechanisms.

The consultant will develop and implement PSEP strategies to incorporate committee and public input and planned community engagement activities. The PSEP should describe the consultant’s planned use of communication mechanisms, including a project website that will be embedded in the Borough website and social media. The consultant will use demographic profiles for the study. The consultant will be responsible for leading strategic activities from the PSEP to gather meaningful feedback from residents.

It should be noted that the PSEP is a “living” document that may be amended in consultation as the project advances. The Consultant shall submit the draft PSEP to the Complete Streets Advisory body for their review. The consultant may conduct outreach activities virtually and/or in person. The consultant must make efforts to ensure that this

is completed in an inclusive, accessible, and meaningful manner. Proposals should consider that unanticipated coordination meetings in addition to those outlined in this task may also be beneficial and should be budgeted for accordingly.

Engagement will include:

- Meeting with the Mayor's Traffic and Pedestrian Task Force to coordinate plan development, adoption, and implementation, in keeping with SS4A guidance;
- Municipal outreach and input;
- Strategies to keep Middlesex County informed about the study's development;
- A combination of in-person and virtual public outreach opportunities, emphasizing equitable engagement of underrepresented population segments. Engagement may include a series of inclusive, safety-oriented public participation events or workshops, the number of which will vary in keeping within the available budget.

Task 3.1 Mayor's Traffic and Pedestrian Task Force

The consultant will engage with the Mayor's Traffic and Pedestrian Task Force to help supplement the Task 1 review of existing approaches to safety-related policy, plans, and programs. The consultant's engagement process will also include support for developing safety goals, and to identify any potential barriers to achieving the safety goals. The consultant should plan to support two (2) meetings with the Mayor's Traffic and Pedestrian Task Force. The role of the consultant will include:

- Support the Mayor's Traffic and Pedestrian Task Force with meeting logistics, agendas, presentations, and notes, as needed.
- Support development of goals and strategies, develop emphasis areas, and present information and analysis for committee decision making in accordance with county and municipal leaders' policies and priorities.
- Presentations to the Borough Council, as requested.

Task 3.2 Public Engagement

The consultant will lead in deploying a set of effective engagement tools, which can include a mix of map-based technology applications, surveys, paid social media advertising and direct engagement opportunities.

Public engagement may include in-person, virtual, and online input opportunities. Public engagement will have a strong equity component and will be broad based and inclusive. This includes historically disadvantaged populations, as well as vulnerable travelers (pedestrians, bicyclists, children, people with disabilities or seniors, for example). Public

engagement should focus earnest efforts to engage on meaningful issues such as lived experiences, challenges to safe mobility, data analysis, strategies, broader safety culture, or focused safety issues as appropriate.

Activities may include:

- Project Website - online engagement including a survey and an interactive web map, social media messaging, project information, or other materials.
- Pop-up public workshops or traditional workshops, or presentations to community groups or others, in person and/or virtually.
- Focus groups, interviews, or other engagement activities with traditionally underrepresented groups.
- Translation of study materials into languages other than English, as needed.

Deliverables for Task 3:

- PSEP outlining the framework for collecting public and stakeholder input, as presented in the task descriptions.
- Establishing provisions for project team and external communication, including a project website that hosts project information and online engagement exercises, and a mechanism for sharing documents, including the use of SharePoint (preferred) or a similar mechanism.
- Coordination with the Complete Streets Advisory body, including up to two (2) meetings.
- Public outreach events, including pop-ups, public workshops, focus group discussions or interviews. Coordination with public partners to host events is highly encouraged.
- Technical memo outlining the PSEP approach and outcomes from engagement activities, including appendices to compile the results of all engagement activities.

Task 4: Local Safety Action Plan (30%)

The consultant shall prepare a Local Safety Action Plan document that organizes and synthesizes content from Tasks 1 to 3. The Local Safety Action Plan (LSAP) should develop a set of Borough-specific strategies to improve transportation safety outcomes at priority locations identified through Tasks 2 and 3. In addition to “safer roads” through engineering improvements, the plan’s recommended strategies should cover a broad range of actions consistent with the Safe System Approach, including safer people through education and encouraging behavioral change; safer vehicles through coordinated technology; safer speed policies; and enhanced post-crash care. The plan should include a rationale for matching high crash locations with appropriate FHWA

Proven Safety Countermeasures and other promising strategies. The plan should also include implementation guidance on funding and phasing options. The consultant will develop a conceptual complete streets network built upon the Safe Streets Implementation Plan but is not expected to develop site-specific designs or cost estimates for this effort.

The Safety Action Plan must include a conceptual Complete Streets Network based on the layout outlined in the Borough Master Plan. The purpose of the conceptual design is to identify specific improvements as street projects emerge based on high crash locations or repaving schedules. This will provide a basis for a full network of capital improvements for the long term.

The consultant should develop plans in stages, including an outline and drafts, that are submitted to the Borough for review and revision. Final plans should be submitted in electronic format. Final plans should document outcomes of data collection and analyses, identification of countermeasures, stakeholder and public input, and location-specific strategies and projects. Methodology should be documented in appendices. Each plan should include an executive summary, goals, objectives, process, analysis, recommendations, maps, charts, photos, zero fatality goals, and graphic renderings of countermeasures and multi-modal street designs. Graphic renderings should illustrate the design and function of countermeasures, not location-specific designs.

The LSAP shall, at minimum, include:

- An executive summary
- A zero based safety goal or goals
- Data analysis and identification of high crash locations, along with the kinds of crashes and potential contributing factors
- Presentation and integration of stakeholder and public engagement activities and input
- Recommendations for safety improvements to address the Borough's most pressing safety needs. This will rest heavily on the FHWA's proven safety countermeasures and the [Safe System Approach](#), as well as other resources
- Tables, maps, and other graphic representations of high crash locations and corridors, overlap with disadvantaged communities, and other information needed by decision makers
- A conceptual Complete Streets Network design
- An Implementation Matrix, including strategies organized by short-term and long-term priorities; cost categories; potential benefits; and feasibility for implementation

- Summary of policies and processes used to prioritize safety projects and select suitable countermeasures, and recommendations, if any, for improvements
- Metrics for evaluating and monitoring progress towards achieving plan goals The consultant will prepare and send final deliverables to the Borough Council to seek adoption and support for implementation. Additional materials, such as a summary PowerPoint or fact sheet, may be requested to support that endorsement.

Deliverables for Task 4:

- Draft outlines for Local Safety Action Plan
- Draft and revised Local Safety Action Plan, including executive summary, maps, visual representation of critical analysis, and conceptual Complete Streets Network. The consultant shall be responsible for responding to comments on a draft of this report and producing a final document incorporating those comments
- An executive summary of key findings, incorporating takeaways from previously submitted technical memoranda
- Final plans submitted to the Borough in PDF and editable format

Task 5: Project Management (15%)

The consultant shall establish an effective means of coordinating and reporting its activities with the Borough throughout the course of the project to ensure an expeditious exchange of information. The means of project coordination shall include developing and maintaining a project collaboration website, utilizing a commercially available, web-based project management and data sharing system that will allow for efficient communications between the project team, the Borough and stakeholders.

A detailed project schedule shall be submitted at the kick-off meeting for the Borough's review and approval and reviewed regularly during the project. The consultant shall follow the approved schedule as closely as possible throughout the course of the project, with any changes subject to the approval of the Borough project manager.

The consultant's project manager shall be responsible for the preparation of meeting agendas, including handouts and/or electronic slideshow presentations if applicable, and minutes. The Borough shall be informed a minimum of one week prior of all meetings with outside agencies, state, and local government officials and/or groups so that Borough staff may participate, if necessary.

Reporting and invoicing requirements shall be in accordance with the terms of the standard contract agreement. In general, the consultant shall be responsible for preparing and submitting a monthly progress report and progress schedule that corresponds to the reporting period of the monthly invoice. The progress reports shall

include all active and completed tasks, the percentage of work completed (total and by task), work and submittals completed in the last month and to be performed in the next billing period, meetings, actions/decisions required by the Borough, and the status of the schedule and budget.

In addition, the consultant shall be available to discuss project status on a bi-weekly basis (either in person or virtually) to ensure the project remains on track and within budget. A minimum of three (3) in person or virtual meetings throughout the project at the Borough with all key personnel of the consultant team and Borough staff is required.

The consultant shall launch the project with an administrative and technical meeting with the Borough. The purpose of the meeting is to confirm overall project approach, schedules, and milestones; review roles and responsibilities; identify and obtain existing planning documents and data; and determine stakeholders to be interviewed. As part of the written meeting summary of the kick-off meeting, the consultant will provide a detailed flow chart of tasks, associated activities and outcomes, key players, time frames, and milestones.

Deliverables for Task 5:

- Kickoff meeting with the Borough to formalize administrative and technical responsibilities for the project.
- A detailed project schedule is to be submitted at the kick-off meeting for the Borough's review and approval.
- A minimum of three (3) project management (in-person or virtual) meetings to be held at key decision points throughout the process.
- Bi-weekly updates between the Borough project manager and the consultant project manager. Email status reports will serve as documentation and deliverables for the bi-weekly updates.
- Meeting agendas (including necessary handouts/presentations) and minutes, including written summaries of all project management meetings.
- Development and maintenance of a web-based project collaboration site that allows for online project management, data sharing and engagement opportunities.
- Monthly progress reports and progress schedule, corresponding to the invoices.
- A final progress report and invoice with release clause, to be submitted within 30 days from the close of the project.

Time Frame for Completion

This project needs to be completed prior to December 31, 2026. The respondent's technical proposal must include a project schedule, including the anticipated timelines for each task, critical milestones, and deadlines for each deliverable.

Staffing Plans

In their Technical Proposals, respondents must list and describe in detail the resources, personnel, qualifications, ability, and time availability to perform the proposed scope of work. Respondents shall submit an organization chart of the proposed staff, their roles and reporting relationships, including the staff of any subcontractors. Any subcontractors and outside associates or consultants required by the Respondent in connection with the proposed services to be covered by the contract, if awarded, will be limited to individuals or firms that were specifically identified and agreed to during negotiations.

A staffing plan shall be provided, which includes a detailed description of the work team, including their titles, skill levels and estimated hours required on the project, by task, and in total. A similar table shall also be included in the Cost Proposal, which shall include staff's hourly rates.

Respondents must demonstrate the qualifications of their firm and of their proposed project team. Within their proposals, consultants shall provide a list of the firm's and the project manager's experience on similar projects that were completed in the last five (5) years or are currently at least 50% completed. References shall be furnished for each project included in the firm's proposal to demonstrate the project team's experience most relevant to this project. At least one reference contact (including name, title, phone number, and email address) should be provided for each project, along with the dates when the services were provided.

Resumes or bios shall also be provided for the project manager and key staff (each resume shall be limited to 2 pages in length). The resumes of the project manager and key staff should highlight their involvement in these projects and additional details, as necessary.

Respondents shall also demonstrate their firm's commitment to quality assurance and quality control management.

Cost Proposal

The contract, if awarded, will be a cost reimbursement agreement subject to all federal and state laws, rules, and regulations; and it shall be performed in conformance with the cost principles contained in the Federal Acquisition Regulations (FAR), Subpart 31.2 Contracts with Commercial Organizations (48 CFR. Part 31.201 et. seq.). The basis for compensation for the contract will be cost plus fixed fee, up to an agreed maximum project amount. The proposed consultant must have a job cost accounting system that segregates and accumulates direct project costs and indirect costs and supports the development of an overhead rate in accordance with the FAR.

Cost proposals shall include a consultant contract budget summary for the prime consultant and detailed budget sheets for each firm on the project team. The cost proposal (budget) shall be developed by calculating the total hours required to complete each task in the RFP. Each task identified in the Scope of Work should be budgeted separately. The hours should then be multiplied by the wage rate for each person working on each task. The final summary budget for the prime consultant shall be in the form of the following suggested format:

Prime Consultant Firm's Name

Project Title and Date of Proposal Submission

Budget Period

Indicate the period covered by the budget.

Salary/Wages

Using the attached sample detail budget as a guide, indicate how the figure is computed. This is usually shown by task. Staff time must be calculated ***in hours***, rather than days. Data to be included in the detailed budget schedule are:

- the firm's name and the project name for which you are applying.
- date of submission; names of all employees who will work on the project, including their job title and grade; and
- the requested hourly wage rates for each employee listed above.

Overhead (a percentage of direct salary only)

Identify method used to determine overhead rates, subject to approval by Borough staff.

Note: For Prime Consultant and each Subconsultant providing professional services, overhead/indirect cost rates must be prepared in accordance with FAR Part 31 – Contract Costs Principles and Procedures and exclude unallowable costs as defined by federal regulations. ([https://www.acquisition.gov/far/part- 31](https://www.acquisition.gov/far/part-31))

Fixed Fee (or profit)

This is a negotiated percentage of the sum of direct salary plus overhead. Generally, the fee ranges from 10 to 12%. Borough staff will evaluate the basis of the fee derivation and will recommend whether the fee is considered reasonable and acceptable.

Direct Non-Salary Expenses

These expenses must be itemized in the budget.

Other Information

- If the vendor or any principal therein has been engaged as a defendant in any litigation involving a sum of \$100,000 or more and/or has been subject to any professional disciplinary action over the last three years, the bidder must provide a description of the litigation and/or disciplinary action.
- The vendor must identify any existing or potential conflicts of interest and disclose any representation of parties or other relationships that might be considered a conflict of interest regarding this engagement, or the Borough.
- At the request of the Borough, give an oral demonstration/presentation at the Municipal Building, of their services and equipment prior to award. Vendor will not be compensated for making the presentation.

Provide all required and requested documentation and forms as indicated in this RFP.

Organization Requesting Proposal

Borough of Dunellen
355 North Avenue
Dunellen, New Jersey 07042

For questions or other information email: crountree@dunellenborough.com.

Period of Contract

Pursuant to NJSA 40A:11-15 professional service contracts shall be awarded for a period not to exceed twelve (12) consecutive months commencing from the date of award by resolution.

The Borough may terminate the contract for convenience by providing 60 calendar days advance written notice to the Vendor.

Examination of Proposal Documents

By submitting a Proposal statement, the Vendor represents that they have thoroughly examined and become familiar with the work required under this RFP and that they are capable of performing quality work to achieve the Borough's objectives.

Proposal Evaluation

The Borough will select the most advantageous Proposal statement based on a point system evaluation of all of the factors set forth in this RFP (see evaluation form).

However, cost is important to the Borough. The Borough will make the award that is in the best interest of the Borough based on cost and other considerations.

Each Proposal statement must satisfy the objectives and requirements detailed in this RFP. The features of the Proposal statement, considered together with its economic and other benefits, will form the basis for the evaluation process as shown on the evaluation form.

The Borough reserves the right to:

1. Not select any of the Proposal statements.
2. Select any, all, or none of the individuals or firms submitting Proposal statements.
3. Select only portions of a particular Vendor Proposal statement for further consideration and negotiation (however, Vendor may specify portions of the Proposal statement that they consider "bundled").
4. Request the Vendor(s) to demonstrate by oral, in-person presentation any services described in their Proposal statement prior to award. Vendor will not be compensated for making the presentation.

Submission Requirements

Please submit one (1) original, one (1) duplicate copy and one (1) electronic copy (PDF - USB) .

Vendors are responsible for marking and identifying what they believe is proprietary and/or confidential information and/or documents in accordance with the applicable law(s). The Borough will maintain any such identified documents and/or information in accordance with the applicable law(s) and will advise the vendor in writing if any request

is made for access to said documents pursuant to the Open Public Records Act or common law right of access. However, the Borough is not responsible for objecting to or defending any such request on behalf of the vendor. The Borough will in good faith maintain said information or documents in accordance with the applicable law but makes no guarantees or warranties as to maintaining the confidential and/or proprietary nature of the information or documents. Any information submitted pursuant to the vendor's own discretion and the vendor is ultimately responsible for determining what documents and/or information to submit and for understanding all applicable laws regarding the maintenance and disclosure of confidential and/or proprietary information submitted in response to a public bidding process.

Proposals must be mailed or delivered to:

Borough of Dunellen
355 North Ave
Dunellen, NJ 07042

On the outside of the submission, it must be labelled:

Borough of Dunellen
Local Safety Action Plan RFP Submission

EVALUATION CRITERIA

The following Scoring Sheet outlines the criteria for evaluation of the qualification statements submitted. Points shall be awarded based on the information contained in the qualification statement for each category as listed, with a high score of total possible points meaning that the qualification statement meets all required criteria for that category and a score of zero, meaning that the qualification statement did not meet any of the required criteria for that category. A contract may be awarded based upon consideration of price and other factors in accordance with the Borough's regulations.

EVALUATION CRITERIA	POSSIBLE POINTS	SCORE
Qualifications and experience		
Has the firm completed successful previous projects of this type, budget, and scope with specific experience and technical competence in transportation safety planning.	20	
Related Work		
Firms' professional qualifications and demonstrated working knowledge of transportation safety plan development, including references and quality assurance and quality control management ability of both the consultant firm and the project manager	20	
Assigned Personnel		
Assigned staff with demonstrated knowledge of, and experience working with state and federal transportation planning processes, knowledge of , and experience working in Dunellen	20	
Project Understanding and Approach		
Demonstration of understanding of the scope and technical approach to the project, including application and degree of innovation and creativity of proposed concepts to meet the project's goals and objectives	20	
Proposal		
Quality, clarity, content, and thoroughness of proposal in addressing the required tasks and compliance with submission guidelines, including budget, schedule, and professional presentation.	20	
POINT TOTALS	100	

DOCUMENT SUBMISSION CHECKLIST

The following checklist is provided as assistance to the development of the RFP Response. It in no way supersedes or replaces the requirements of the RFP. Failure to submit the following documents may be a cause for the proposal to be rejected. (N.J.S.A. 40A:11-23.1b.)

Submission Item	Initial
Proposal (One Original, One Copy, One Electronic Copy)	
Non-Collusion Affidavit	
Disclosure of Ownership	
Affirmative Action Certification	
Mandatory Equal Opportunity Language	
Americans with Disabilities Act	
New Jersey Anti-Discrimination Provisions	
Copy of Licenses/Certifications	
Proof of Insurance	
Disclosure Prohibited Russia-Belarus Activities & Iran Investment Activities	
Corporate Disclosure Statement (if applicable)	
Corporate Resolution (if applicable)	
Business Registration Certificate	
Acknowledgement of Receipt of Addenda (if applicable)	
State of New Jersey Debarred List Affidavit	
Certification of Non-Debarment for Federal Government Contracts	

SIGNATURE: The undersigned hereby acknowledges and has submitted the above listed requirements, and reviewed entire RFP package

Name of Vendor: _____

By Authorized Representative: _____

Print Name and Title: _____

Date: _____

NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY

§:

COUNTY OF _____

I, _____ of the _____

of _____ in the County of _____

in the State of _____ being of full age, and being duly sworn according to law on my oath depose and say that:

I am

of the firm of _____

The Consultant making the proposal for the above named project, attests that they execute the said proposal with full authority to do so; that said Consultant has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive proposals 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 _____ of _____ relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon 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 _____

(N.J.S.A. 52:34-15)

NAME OF COMPANY

Subscribed and sworn to

Before me this _____ day

Of _____ 20__

(Also type or print name of affiant
under signature)

NOTARY PUBLIC OF _____

My Commission Expires _____

DISCLOSURE OF OWNERSHIP

(If the Consultant is a sole proprietorship, check here [] and do not complete this statement.)

The UNDERSIGNED, as a Consultant, in accordance with N.J.S.A. 52:25-24..2, declares and submits this Statement of Ownership:

[] I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

[] I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

- | | |
|--|---|
| <input type="checkbox"/> Partnership
<input type="checkbox"/> Corporation
<input type="checkbox"/> Sole Proprietorship
<input type="checkbox"/> Limited Partnership | <input type="checkbox"/> Limited Liability Corporation
<input type="checkbox"/> Limited Liability Partnership
<input type="checkbox"/> Subchapter S Corporation |
|--|---|

Full Name of Individual (Stockholder) (Partner)	Home Address of Individual (Stockholder) (Partner)
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____

THIS STATEMENT MUST BE INCLUDED WITH PROPOSAL SUBMISSION

Notes: Attach additional sheets in this format, if necessary.

Subscribed and sworn before me

This ____ day of _____
 _____ 20__
 (Notary Public)

My Commission expires:

 Signature

 Print Name

 Title
 (Corporate Seal)

AFFIRMATIVE ACTION CERTIFICATION

This form is a summary of the successful bidder's requirement to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et seq.

The successful bidder shall submit to the public agency, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

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

OR

(b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

OR

(c) A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours.

The successful vendor(s) must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the vendor copy is retained by the vendor.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.1 et seq. and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et seq.

COMPANY: _____ SIGNATURE: _____

PRINT NAME: _____ TITLE: _____

DATE: _____

Note: a consultant's proposal must be rejected as non-responsive if a Consultant fails to comply with Requirements of P.L. 1975, c.127, within the time frame.

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

Goods, Professional Services and General Service Contracts (Mandatory Affirmative Action Language)

EXHIBIT A

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 or sex. Except with respect to affectional or sexual orientation, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting for the 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 or sex.

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C.

17:27-5.2 or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval
Certificate of Employee Information Report
Employee Information Report Form AA302

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance and EEO as may be requested by the Division 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 Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

AMERICANS WITH DISABILITIES ACT

Equal Opportunity For Individuals With Disabilities

The Consultant and the Borough of Dunellen do hereby agree that the provision of Title II 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 thereto, are made a part of this contract. In providing any aid, benefit or service on behalf of the Borough pursuant to this contract, the Consultant agrees that the performance shall be in strict compliance with the Act. In the event that the Consultant, its agents, servants, employees or sub- contractors violate or are alleged to have violated the Act during the performance of this contract, the Consultant shall defend the Borough in any action or administrative proceeding commenced pursuant to this Act. The Consultant 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 Consultant 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 grievance procedure, the Consultant agrees to a proposal 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 Consultant 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 Consultant 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 Consultant 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 Consultant pursuant to this contract will not relieve the Consultant 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 Consultant, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this agreement. Furthermore, the Consultant expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the Consultant's obligations assumed in this agreement, nor shall they be construed to relieve the Consultant from any liability, nor preclude the Borough from taking any other actions available to it under any other provisions of this agreement or otherwise by law.

NEW JERSEY ANTI-DISCRIMINATION PROVISIONS

N.J.S.A. 10:2-1 ET SEQ.

Pursuant to N.J.S.A. 10:2-1, if awarded a contract, the contractor agrees that:

- A. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;
- B. No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;
- C. There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and
- D. This contract may be canceled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract.

Prohibited Russia-Belarus Activities & Iran Investment Activities

Person or Entity

Part 1: Certification

COMPLETE PART 1 BY CHECKING ONE OF THE THREE BOXES BELOW

Pursuant to law, any person or entity that is a successful bidder or proposer, or otherwise proposes to enter into or renew a contract, for goods or services must complete the certification below prior to contract award to attest, under penalty of perjury, that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list or Chapter 25 list as a person or entity engaging in prohibited activities in Russia, Belarus or Iran. Before a contract for goods or services can be amended or extended, a person or entity must certify that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list. Both lists are found on Treasury's website at the following web addresses:

<https://www.nj.gov/treasury/administration/pdf/RussiaBelarusEntityList.pdf>
www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf.

As applicable to the type of contract, the above-referenced lists must be reviewed prior to completing the below certification.

A person or entity unable to make the certification must provide a detailed, accurate, and precise description of the activities of the person or entity, or of a parent entity, subsidiary, or affiliate, engaging in prohibited activities in Russia or Belarus and/or investment activities in Iran. The person or entity must cease engaging in any prohibited activities and provide an updated certification before the contract can be entered into.

If a vendor or contractor is found to be in violation of law, action may be taken as appropriate and as may be 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.

CONTRACT AWARDS AND RENEWALS

I certify, pursuant to law, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate appears on the N.J. Department of Treasury's lists of entities engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3 or in investment activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). 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. (Skip Part 2 and sign and complete the Certification below.)

CONTRACT AMENDMENTS AND EXTENSIONS

I certify, pursuant to law, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate is listed on the N.J. Department of the Treasury's lists of entities determined to be engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3. 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. (Skip Part 2 and sign and complete the Certification below.)

IF UNABLE TO CERTIFY

I am unable to certify as above because the person or entity and/or a parent entity, subsidiary, or affiliate is listed on the Department's Russia-Belarus list and/or Chapter 25 Iran list. I will provide a detailed, accurate, and precise description of the activities as directed in Part 2 below, and sign and complete the Certification below. Failure to provide such will prevent the award of the contract to the person or entity, and appropriate penalties, fines, and/or sanctions will be assessed as provided by law.

Part 2: Additional Information

PLEASE PROVIDE FURTHER INFORMATION RELATED TO PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS AND/OR INVESTMENT ACTIVITIES IN IRAN.

You must provide a detailed, accurate, and precise description of the activities of the person or entity, or of a parent entity, subsidiary, or affiliate, engaging in prohibited activities in Russia or Belarus and/or investment activities in Iran in the space below and, if needed, on additional sheets provided by you.

Part 3: Certification of True and Complete Information

I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments there, to the best of my knowledge, are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity.

I acknowledge that the Contracting Unit is relying on the information contained herein and hereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the Contracting Unit to notify the Contracting Unit in writing of any changes to the answers of information contained herein.

I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the Contracting Unit and that the Contracting Unit at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print)		Title	
Signature		Date	

RESOLUTION OF AUTHORIZATION IF CONSULTANT IS A CORPORATION

RESOLVED that _____ be authorized to sign and submit the proposal or proposal of this corporation for this project, and to include in such proposal the certificate as to non-collusion as the act and deed of such corporation, and for any inaccuracies or misstatements in such certificate this corporate Consultants shall be liable under the penalties of perjury. If awarded the contract(s), said individual is also authorized to sign and execute the Contract Agreement as the act and deed of such corporation.

The foregoing is a true and correct copy of the resolution adopted by _____ at a meeting of its Board of Directors held on _____ day of _____, 20__ .

SEAL OF CORPORATION

Secretary

MAILING ADDRESS

The terms used in this proposal, which are defined in the General Conditions of the Construction Contract included as part of the Contract Documents, have the meanings assigned to them in the General Conditions.

SUBMITTED on _____, 20__

ACKNOWLEDGEMENT OF RECEIPT ADDENDA

Pursuant to N.J.S.A. 40A: 11-23.1a, the undersigned hereby acknowledges receipt of the following notices, revisions, or addenda to the RFP advertisement, specifications or RFP documents. By indicating date of receipt, applicant acknowledges the submitted RFP takes into account the provisions of the notice, revision or addendum. Note that the local unit's record of notice to applicants shall take precedence and that failure to include provisions of changes in a RFP may be subject for rejection of the proposal.

<u>Addendum Number</u>	<u>How Received (mail, fax, pick-up, etc.)</u>	<u>Date Received</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Company/Applicant:

By Authorized Representative:

Signature:

Printed Name and Title:

Date:

STATE OF NEW JERSEY DEBARRED LIST AFFIDAVIT

I, _____ of the _____ (Borough) in the County of _____ and the State of _____ being of full age and fully sworn according to law on my oath depose and say that:

I am an officer of the firm of _____ the bidder making the Proposal for the above named work, and that I executed the said Proposal with full authority to do so; that said bidder at the time of making this bid is not included on the State of New Jersey, Treasurer's List of Debarred, Suspended and Disqualified Bidders; and that all statements contained in said Proposal and in this affidavit are true and correct, and made with the full knowledge that the Borough of Dunellen, as the Owner, relies upon the truth of the statements contained in said Proposal and in the statements contained in the affidavit in awarding the contract for said work.

The undersigned further warrants that should the name making this bid appear on the State Treasurer's List of Debarred, Suspended and Disqualified Bidders at any time prior to, and during the life of this Contract including the Guarantee Period, that the Local Governing Unit shall be immediately so notified by the signatory of the Eligibility Affidavit.

The undersigned understands that the firm making the bid Contractor is subject to disbarment, suspension and/or disqualification in contracting with the State of New Jersey, if the Contractor pursuant to NJAC 7:1-5.2, commits any of the acts listed therein, and as determined according to applicable law and regulation.

Contractor: _____

Name and Title of Affiant: _____

Subscribed and sworn before me this ___ day of _____ 20___ .

_____(Notary Signature)

Notary Public of _____

My Commission Expires: _____

CERTIFICATION OF NON-DEBARMENT FOR FEDERAL GOVERNMENT CONTRACTS

N.J.S.A. 52:32-44.1 (P.L. 2019, c.406)

This certification shall be completed, certified to, and submitted to the contracting unit prior to contract award, except for emergency contracts where submission is required prior to payment.

PART I: VENDOR INFORMATION	
Individual or Organization Name	
Physical Address of Individual or Organization	
Unique Entity ID (if applicable)	
CAGE/NCAGE Code (if applicable)	
Check the box that represents the type of business organization:	

- | | |
|---|---|
| <input type="checkbox"/> Sole Proprietorship (skip Parts III and IV)
<input type="checkbox"/> Non-Profit Corporation (skip Parts III and IV)
<input type="checkbox"/> For-Profit Corporation (any type)
<input type="checkbox"/> Limited Liability Company (LLC)
<input type="checkbox"/> Partnership | <input type="checkbox"/> Limited Partnership
<input type="checkbox"/> Limited Liability Partnership (LLP)
<input type="checkbox"/> Other (be specific): _____ |
|---|---|

PART II – CERTIFICATION OF NON-DEBARMENT: Individual or Organization			
<p>I hereby certify that the individual or organization listed above in Part I is not debarred by the federal government from contracting with a federal agency. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that the <name of contracting unit> is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award by <type of contracting unit> to notify the <type of contracting unit> 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 the <type of contracting unit>, permitting the <type of contracting unit> to declare any contract(s) resulting from this certification void and unenforceable.</p>			
Full Name (Print):		Title:	
Signature:		Date:	

PART III – CERTIFICATION OF NON-DEBARMENT: Individual or Entity Owning Greater than 50 Percent of Organization

Section A (Check the Box that applies)

<input type="checkbox"/>	<p>Below is the name and address of the stockholder in the corporation who owns more than 50 percent of its voting stock, or of the partner in the partnership who owns more than 50 percent interest therein, or of the member of the limited liability company owning more than 50 percent interest therein, as the case may be.</p>
Name of Individual or Organization	
Physical Address	

OR

<input type="checkbox"/>	<p>No one stockholder in the corporation owns more than 50 percent of its voting stock, or no partner in the partnership owns more than 50 percent interest therein, or no member in the limited liability company owns more than 50 percent interest therein, as the case may be.</p>
--------------------------	--

Section B (Skip if no Business entity is listed in Section A above)

<input type="checkbox"/>	<p>Below is the name and address of the stockholder in the corporation who owns more than 50 percent of the voting stock of the organization’s parent entity, or of the partner in the partnership who owns more than 50 percent interest in the organization’s parent entity, or of the member of the limited liability company owning more than 50 percent interest in organization’s parent entity, as the case may be.</p>
Stockholder/Partner/Member Owning Greater Than 50 Percent of Parent Entity	
Physical Address	

OR

<input type="checkbox"/>	<p>No one stockholder in the parent entity corporation owns more than 50 percent of its voting stock, no partner in the parent entity partnership owns more than 50 percent interest therein, or no member in the parent entity limited liability company owns more than 50 percent interest therein, as the case may be.</p>
--------------------------	---

Section C – Part III Certification

I hereby certify that no individual or organization that is debarred by the federal government from contracting with a federal agency owns greater than 50 percent of the **Organization listed above in Part I** or, if applicable, owns greater than 50 percent of a parent entity of **<name of organization>**. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that the **<name of contracting unit>** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award **<type of contracting unit>** to notify the **<type of contracting unit>** 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 the **<type of contracting unit>**, permitting the **<type of contracting unit>** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):		Title:	
Signature:		Date:	

Part IV – CERTIFICATION OF NON-DEBARMENT: Contractor – Controlled Entities

Section A

<input type="checkbox"/>	<p>Below is the name and address of the corporation(s) in which the Organization listed in Part I owns more than 50 percent of voting stock, or of the partnership(s) in which the Organization listed in Part I owns more than 50 percent interest therein, or of the limited liability company or companies in which the Organization listed above in Part I owns more than 50 percent interest therein, as the case may be.</p>
--------------------------	---

Name of Business Entity	Physical Address

Add additional sheets if necessary

OR

<input type="checkbox"/>	<p>The Organization listed above in Part I does not own greater than 50 percent of the voting stock in any corporation and does not own greater than 50 percent interest in any partnership or any limited liability company.</p>
--------------------------	--

Section B (skip if no business entities are listed in Section A of Part IV)

<input type="checkbox"/>	Below are the names and addresses of any entities in which an entity listed in Part III A owns greater than 50 percent of the voting stock (corporation) or owns greater than 50 percent interest (partnership or limited liability company).
--------------------------	---

Name of Business Entity Controlled by Entity Listed in Section A of Part IV	Physical Address

Add additional Sheets if necessary

OR

<input type="checkbox"/>	No entity listed in Part III A owns greater than 50 percent of the voting stock in any corporation or owns greater than 50 percent interest in any partnership or limited liability company.
--------------------------	--

Section C – Part IV Certification

I hereby certify that the **Organization listed above in Part I** does not own greater than 50 percent of any entity that that is debarred by the federal government from contracting with a federal agency and, if applicable, does not own greater than 50 percent of any entity that in turns owns greater than 50 percent of any entity debarred by the federal government from contracting with a federal agency. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that the **<name of contracting unit>** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award by **<type of contracting unit>** to notify the **<type of contracting unit>** 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 the **<type of contracting unit>**, permitting the **<type of contracting unit>** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):		Title:	
Signature:		Date:	

