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# CITY OF ELIZABETH, COUNTY OF UNION, NEW JERSEY

## REQUEST FOR QUALIFICATIONS

Consultant for the  
Health & Safety Program

### Contract Term

2016 Calendar Year (January 1, 2018 through December 31, 2018)

### SUBMISSION DEADLINE

Wednesday

4:00 P.M.

DECEMBER 20, 2018

ADDRESS ALL QUALIFICATIONS STATEMENT PROPOSALS IN THE FORM  
REQUIRED IN THE SPECIFICATIONS AND ONE (1) ORIGINAL AND (2) COPIES  
MUST BE DELIVERED TO:

Marie Krupinski  
Asst. Business Administrator  
CITY OF ELIZABETH  
50 WINFIELD SCOTT PLAZA  
ELIZABETH, NJ 07201

**GENERAL INFORMATION & SUMMARY**

**ORGANIZATION REQUESTING QUALIFICATION STATEMENTS (PROPOSALS)**

CITY OF ELIZABETH  
DEPARTMENT OF ADMINISTRATION  
50 WINFIELD SCOTT PLAZA  
ELIZABETH, NJ 07201

**CONTACT PERSON**

MARIE KRUPINSKI  
CITY OF ELIZABETH  
DEPARTMENT of ADMINISTRATION  
50 WINFIELD SCOTT PLAZA  
ELIZABETH, NEW JERSEY 07201  
(908) 820-4280

**PURPOSE OF REQUEST**

This document, entitled a Request for Qualifications for a consultant to manage the Health & Safety Program is issued by the Department of Administration, City of Elizabeth. This Request for Qualifications (RFQ) is for the sole purpose of pre-qualifying prospective Consultants on Qualification Statements and experience achieved in this field.

This RFQ does not constitute a bid and is intended solely to obtain qualifications from which the City of Elizabeth ("the City") may choose counsel that best meets the City's needs. It is the City's intent that no statutory, regulatory, or common law bidding requirement apply to this RFQ. The City intends to award contracts for these services pursuant to N.J.S.A. 40A:11-5 (a) (i) and Chapter 19, P.L. 2004-N.J.S.A. 19:44A-20.5, et seq. One or more individuals/firms may be selected to provide services. Accordingly, this Request For Qualifications is being solicited under a fair and open process.

**PERIOD OF CONTRACT**

2018 Calendar Year (January 1, 2018 through December 31, 2018)

**CONTRACT FORM**

The successful firm/individual shall be required to execute the City's contract, which includes the indemnification, insurance, termination and licensing provisions.

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

**DETAILED REQUIREMENTS OF THE  
REQUEST FOR QUALIFICATIONS FOR HEALTH & SAFETY PROGRAM**

**1. CITY OF ELIZABETH-FACTS AND FIGURES** - The City of Elizabeth is a legal, governmental entity. The City was incorporated in 1855 and operates under N.J.S.A 40:69A-1 et seq., "the Optional Municipal Charter Law-Mayor-Council Plan.". The legislative authority and responsibilities of the City of Elizabeth is vested in the elected nine-member City Council. The executive power of the City is exercised by the Mayor who is responsible for enforcing the ordinances and general laws of the City.

The City of Elizabeth is the fourth largest city in New Jersey. The City's population is in excess of 120,000 and it consists of approximately 11.7 square miles of area. The City employs approximately 1,200 people. A regional center of labor, retail, manufacturing, and transportation, the City is also the County seat of Union County, attracting the corresponding concentration of government, legal and related professional services. The largest employment sectors in the City include commercial, health, transportation, construction, retail and light industry.

The City's operating budget is approximately \$200 million. It provides a variety of services consisting of police and fire protection, maintenance of City streets, water and sewer systems, health and human services, park and recreational facilities, cultural activities, and refuse collection.

**2. NATURE/ SCOPE OF SERVICES** - The City of Elizabeth is requesting proposals from qualified individuals and firms to provide the service of Consultant to run the Health & Safety Program which includes but is not limited to the following:

1. Provide Health & Safety Compliance Services for 2018.
2. Update PEOSHA (Public Employees Occupational Safety & health) audit for 2015.
3. Annual PEOSHA Audit & Loss Prevention/Loss Control Consultation.
4. Annual Awareness Education & Training for work in confined spaces.
5. NJ Worker & Community Right-To-Know Act Compliance.
6. Blood Borne Pathogen Compliance/Plan.

7. On-Site Health & Safety Regulatory Services.
8. Hazard Communication Employee Education & Training.
9. Annual Awareness Education & Training for defensive driving, forklift training

**3. STANDARD REQUIREMENTS OF TECHNICAL PROPOSAL** - Proposers should submit a technical proposal which contains the following:

- A.** The name of the proposer, the principal place of business and, if different, the place where the services will be provided;
- B.** The proposing Consultant, must have more than 5 years experience in the State of New Jersey Health & Safety Industry.
- C.** The education, qualifications, experience, and training of all persons who would be assigned to provide services along with their names and titles;
- D.** A Statement that neither the firm nor any individuals assigned to this engagement are suspended, or otherwise prohibited from professional practice by any federal, state, or local agency;

**4. COST PROPOSAL** - Please provide cost of all services and rates of professionals.

**5. PROPOSAL EVALUATION** - The City will select a proposal based on all of the evaluation factors set forth at the end of this RFQ. The City will make the award(s) that is in the best interest of the City.

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

- a.** Not select any of the proposals;
- b.** Select only portions of a particular proposer's proposal for further consideration; (However, proposers may specify portions of the proposal that they consider "bundled".)

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

The City may require proposers to demonstrate any services described in their proposal prior to award.

**6. PROPOSAL LIMITATIONS** - This RFQ is not intended to be an offer, order or contract and should not be regarded as such, nor shall any obligation or liability be imposed on the City by issuance of this RFQ. The City reserves the right at the City's sole discretion to refuse any proposal submitted.

**7. USE OF INFORMATION** - Any specifications, drawings, sketches, models, samples, data, computer programs, documentation, technical or business information and the like ("Information") furnished or disclosed by the City to the proposer in connection with this RFQ shall remain the property of the City. When in tangible form, all copies of such information shall be returned to the City upon request. Unless such information was previously known to the proposer, free of any obligation to keep it confidential, or has been or is subsequently made public by the City or a third party, it shall be held in confidence by the proposer, shall be used only for the purposes of this RFQ, and may not be used for other purposes except upon such terms and conditions as may be mutually agreed upon in writing.

**8. GENERAL TERMS AND CONDITIONS** -

- A.** The City reserves the right to reject any or all proposals, if necessary, or to waive any informalities in the proposals, and, unless otherwise specified by the proposer, to accept any item, items or services in the proposals should it be deemed in the best interest of the City to do so.
- B.** The proposer shall maintain sufficient insurance to protect against all claims under Workmen's Compensation, General, Professional and Automobile Liability.
- C.** Each proposal must be signed by the person authorized to do so.
- D.** The contract shall be in effect January 1, 2018 through December 31, 2018 in order to fill the unexpired term of the previous contractor.
- E.** Proposals may be hand delivered or mailed consistent with the provisions of the legal notice to proposers. In the case of mailed proposals, the City assumes no responsibility for proposals received after the designated date and time and will return late proposals unopened. Proposals will not be accepted by facsimile or e-mail.
- F.** In accordance with Affirmative Action Law, P.L. 1975, c.127 (N.J.A.C. 17:27) with implementation of July 10, 1978, successful proposers must agree to submit individual

employer certifications and number or complete Affirmative Action employee information report (form AA-302). Also, during the performance of this contract, the contractor agrees as follows: (a) the contractor or subcontractor where applicable, will not discriminate against any employee because of age, race, creed, color, national origin, ancestry, marital status or 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, sex or handicap. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and section for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause: (b) the contractor or subcontractor, where applicable, will in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex or handicap; (c) the contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or worker's representative of the contractor's commitments under this act and shall post copies of the notice; (d) the contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the treasurer pursuant to the P.L. 1975, c.127, as amended and supplemented from time to time.

- G.** By submission of the proposal, the proposer certifies that the service to be furnished will not infringe upon any valid patent, trademark or copyright and the successful proposer shall, at its expense, defend any and all actions or suits charging such infringement, and will save the City harmless in any case of any such infringement.
  
- H.** No proposer shall influence, or attempt to influence, or cause to be influenced, any City officer or employee to use his/her official capacity in any manner which might tend to

impair the objectivity or independence of judgment of said officer or employee.

- I. No proposer shall cause or influence, or attempt to cause or influence, any City officer or employee to use his/her official capacity to secure unwarranted privileges or advantages for the proposer or any other person.
- J. Should any difference arise between the contracting parties as to the meaning or intent of these instructions or specifications, the City Counsel's decision shall be final and conclusive.
- K. The City of Elizabeth shall not be responsible for any expenditure of monies or other expenses incurred by the proposer in making its proposal.
- L. The checklist presented at the end of this Request for Qualifications is a part of this Request for Qualifications and shall be completed and submitted as part of this proposal.

**END OF GENERAL INSTRUCTIONS**

**BASIS OF AWARD**

**EVALUATION FACTORS**

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- A. Relevance and Extent of Qualifications, Experience, Reputation and Training of Personnel to be assigned

- B. Knowledge of the City of Elizabeth and the subject matter to be addressed under this engagement
- C. Relevance and Extent of Similar Engagements performed
- D. Technical Proposal contains all required information
- E. Reasonableness of Cost Proposal
- F. Any other consideration(s) and/or qualification(s) which, upon determination are beneficial to the City of Elizabeth.

**REQUEST FOR QUALIFICATIONS CHECKLIST**

DOCUMENTS THAT WILL BE REQUIRED PRIOR TO A CONTRACT EXECUTION:

- A. An original and two (2) signed copies of your completed RFQ



\_\_\_\_\_

B. Non-Collusion Affidavit properly notarized

\_\_\_\_\_

C. Owners Disclosure Statement, properly notarized, listing the names of all persons owning ten (10) percent or more of the proposing entity. \_\_\_\_\_

D. Authorized signatures on all forms.

\_\_\_\_\_

E. Business Registration Certificate(s)

\_\_\_\_\_

F. Partnership Disclosure Statement

\_\_\_\_\_

G. Affirmative Action Statement

\_\_\_\_\_

Note: N.J.S.A 52:32-44 provides that the City shall not enter into a contract for goods or services unless the other party to the contract provides a copy of its business registration certificate and the business registration certificate of any subcontractors at the time that it submits its proposal. The contracting party must also collect the state use tax where applicable.

**THE UNDERSIGNED HEREBY ACKNOWLEDGES AND WILL SUBMIT  
THE ABOVE LISTED REQUIREMENTS PRIOR TO EXECUTION OF CONTRACT.**

NAME OF PROPOSER:

\_\_\_\_\_  
Person, Firm or Corporation  
Date

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BY: (PRINT NAME)  
(TITLE)

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BY: (SIGNATURE)  
(TITLE)

**EXHIBIT A**

**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
**N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)**  
**N.J.A.C. 17:27**

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

During the performance of this contract, the contractor agrees as follows:

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

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

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

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

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

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

indirect discriminatory practices.

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302

The contractor and its subcontractors shall furnish such reports or other documents to the Div. of Contract Compliance & EEO as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Div. of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

#### EXHIBIT B

**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
**N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)**  
**N.J.A.C. 17:27**

**CONSTRUCTION CONTRACTS**

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such action shall include, but not be limited to the following: employment, up-grading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor, where applicable, will send to each labor union or representative of 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.

When hiring or scheduling workers in each construction trade, the contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade

consistent with the applicable employment goal prescribed by N.J.A.C. 17:27-7.3; provided, however, that the Division may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions, A, B and C, as long as the Division is satisfied that the contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Division, that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the applicable employment goal established in accordance with N.J.A.C. 17:27-7.3. The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

(A) If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et. seq., as supplemented and amended from time to time and the Americans with Disabilities Act. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the contractor or subcontractor agrees to attempt to hire or schedule minority and women workers directly, consistent with the applicable employment goal. If the contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with the applicable employment goal, the contractor or subcontractor agrees to be prepared to hire or schedule minority and women workers directly, consistent with the applicable employment goal, by complying with the hiring or scheduling procedures prescribed under (B) below; and the contractor or subcontractor further agrees to take said action immediately if it determines or is so notified by the Division that the union is not referring minority and women workers consistent with the applicable employment goal.

(B) If the hiring or scheduling of a workforce consistent with the employment goal has not or cannot be achieved for each construction trade by adhering to the procedures of (A) above, or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions consistent with the applicable county employment goals:

(1) To notify the public agency compliance officer, the Division, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;

(2) To notify any minority and women workers who have been listed with it as awaiting available vacancies;

(3) Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;

(4) To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area until such time as the workforce is consistent with the employment goal;

(5) If it is necessary to lay off some of the workers in a given trade on the construction site, to assure, consistent with the applicable State and Federal statutes and court decisions, that sufficient minority and women employees remain on the site consistent with the employment goal; and to employ any minority and women workers laid off by the contractor on any other construction site on which its workforce composition is not consistent with an employment goal established pursuant to rules implementing N.J.S.A. 10:5-31 et. seq.;

(6) To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor:

(i) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the contractor or subcontractor shall determine the qualifications of such individuals and if the contractor's or subcontractor's workforce in each construction trade is not consistent with the applicable employment goal, it shall hire or schedule those individuals who satisfy appropriate qualification standards. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Division. If necessary, the contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these

rules. All of the requirements, however, are limited by the provisions of (C) below.

(ii) If the contractor's or subcontractor's workforce is consistent with the applicable employment goal, the name of any interested women or minority individual shall be maintained on a waiting list for the first consideration, in the event the contractor's or subcontractor's workforce is no longer consistent with the applicable employment goal.

(iii) If, for any reason, said contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Division.

(7) To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the Division and submitted promptly to the Division upon request.

(C) The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that, in implementing the procedures of (B) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.



After notification of award, but prior to signing a construction contract, the contractor shall submit to the public agency compliance officer and the Division an initial project workforce report (Form AA 201) provided to the public agency by the Division for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7. The contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Division and to the public agency compliance officer.

The contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on-the-job and/or off-the-job programs for outreach and training of minorities and women.

(D) The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance & 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 (NJAC 17:27).

**NON-COLLUSION AFFIDAVIT**

STATE OF NEW JERSEY  
COUNTY OF UNION  
CITY OF ELIZABETH

ss:

I AM \_\_\_\_\_

OF THE FIRM OF \_\_\_\_\_

UPON MY OATH, I DEPOSE AND SAY:

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

SUBSCRIBED AND SWORN TO

BEFORE ME THIS \_\_\_\_\_ DAY  
OF \_\_\_\_\_ 20\_\_\_\_\_.

\_\_\_\_\_  
(TYPE OR PRINT NAME OF  
AFFIANT UNDER SIGNATURE)

\_\_\_\_\_  
NOTARY PUBLIC OF

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

**OWNER DISCLOSURE INFORMATION**

Set forth below are the names and addresses of all owners of 10% or more of the proposing business entity.

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

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

\_\_\_\_\_

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

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

\_\_\_\_\_

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

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

\_\_\_\_\_

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

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

\_\_\_\_\_

\_\_\_\_\_  
NAME OF BUSINESS ENTITY

\_\_\_\_\_  
SIGNATURE  
TITLE

Notary Public of  
My Commission Expires: \_\_\_\_\_, 20\_\_\_\_.

**PARTNERSHIP DISCLOSURE STATEMENT**

(To be submitted with proposal)

(a) Is or was anyone in your firm or company a member of the City Council within the last calendar year or a member of his/her immediate family? If yes, then provide the name of the individual below and his/her relationship.

Yes \_\_\_\_\_ No \_\_\_\_\_

\_\_\_\_\_  
Name Position Relationship

(b) Has any principal/partner of your firm been convicted of a indictable offense? If yes, then please provide further explanation and copies of any relative documents.

Yes \_\_\_\_\_ No \_\_\_\_\_

\_\_\_\_\_  
Name Date

(c) Has any individual who would provide service under this contract ever been sanctioned by the appropriate licensing board?

Yes \_\_\_\_\_ No \_\_\_\_\_

\_\_\_\_\_  
Name Position Term  
Reason for censure:

(d) Has the firm been found liable for professional malpractice in the last 5 years?

Yes \_\_\_\_\_ No \_\_\_\_\_

Reason for Action:

(e) Has any member of your firm ever been barred from doing business with any state, City or municipal government? If yes, then please provide further written explanation including date and copies of relevant documentation.

Yes \_\_\_\_\_ No \_\_\_\_\_

\_\_\_\_\_  
Name State, County or Municipality Date  
Government

(f) Has your firm sued the City of Elizabeth in the past five (5) years? If yes, then please identify the matter/case and provide further written explanation including date and copies of relevant documents.

Yes \_\_\_\_\_ No \_\_\_\_\_

\_\_\_\_\_  
Name Date