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# **CITY OF LINDEN**

## **REQUEST FOR QUALIFICATIONS FOR SPECIAL COUNSEL SERVICES FOR ENVIRONMENTAL LITIGATION**

### **SUBMISSION DEADLINE**

**1 PM**

**NOVEMBER 5, 2015**

**PLANNING BOARD ROOM #215**

### **ADDRESS ALL QUALIFICATIONS TO:**

**ATTN: ANN MARIE WHELAN, PURCHASING AGENT**

**PURCHASING DEPARTMENT**

**3rd FLOOR**

**CITY HALL**

**301 NORTH WOOD AVENUE**

**LINDEN, NEW JERSEY 07036**

## **GENERAL INFORMATION & SUMMARY**

### **ORGANIZATION REQUESTING QUALIFICATION**

#### **CONTACT**

ANN MARIE WHELAN,  
PURCHASING AGENT

CITY OF LINDEN  
PURCHASING DEPARTMENT  
301 NORTH WOOD AVENUE  
3<sup>RD</sup> FLOOR  
LINDEN, NJ 07036  
(908) 474-8444

#### **PURPOSE OF REQUEST**

The City of Linden is requesting qualifications from qualified individuals and firms (hereinafter also referred to as the “contractor(s)”, “consultant(s)” or “proposer(s)”) to provide Special Counsel Services for Environmental Litigation of a specialized nature to the City. Qualifications will be evaluated in accordance with the criteria set forth in this RFQ. One or more individuals/firms may be selected to provide services.

#### **PERIOD OF CONTRACT**

January 1, 2016 through December 31, 2016.

#### **CONTRACT FORM**

The successful proposer shall be required to execute the City’s form of contract, which shall include 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 performed and materials furnished under this Contract.



**DETAILED REQUIREMENTS OF THE  
REQUEST FOR QUALIFICATIONS FOR  
SPECIAL COUNSEL SERVICES FOR ENVIRONMENTAL LITIGATION**

NATURE/ SCOPE OF SERVICES – The City of Linden is requesting qualifications for Special Counsel Services-Environmental Litigation

1. The City of Linden required the services of outside legal counsel to provide advice, defense and other representation to City officials/officers/directors and employees in the ongoing matter of NJDEP v. OCC et. al . The subject matter of such litigation includes, but is not limited to, environmental, complex multi party litigation, sewerage law, waste water treatment and related subjects. On going familiarity with the case and the City's position therein is required.. Counsel will have a close working relationship with the City Attorney. Additional services may be requested by the City Attorney relating to this matter.

Counsel may be called upon to attend meetings.

Counsel may also be called upon to provide other types of legal services of a specialized nature.

:

- A. The name of the proposer, the principal place of business and, if different, the place where the services will be provided;
- B. Proposer must have a minimum of eight (8) years of experience providing environmental litigation and a minimum of two (2) years experience providing such services to the City of Linden or other New Jersey governmental entities;
- C. The name, licenses held, education, qualifications, experience, and training of all persons who would be assigned to provide services along with their names and titles;
- D. A listing of all other engagements where services of the types being proposed were provided in the past. This should include other City governments and other levels of government. Contact information for the recipients of the similar services must be provided. The City may obtain references from any of the parties listed;





A description of all other areas of work of the proposer, with emphasis on a description of those services of interest to a municipal government client;

- A. Please provide a description of any particular area(s) of expertise you or your firm may possess that have not been included in the response provided above;
- B. A statement that neither the firm nor any individuals assigned to this engagement are disbarred, suspended, or otherwise prohibited from professional practice by any federal, state, or local agency;
- C. A statement that the Respondent is in compliance with all applicable affirmative action (or similar) requirements with respect to its business activities, together with evidence of such compliance. Exhibit A contains mandatory Affirmative Action Language which shall be attached to any contract with the City by reference. The page titled “MANDATORY EQUAL EMPLOYMENT OPPORTUNITY NOTICE” lists the acceptable documents that may be submitted to evidence compliance e.g. a photocopy of a Certificate of Employee Information Report;
- D. A completed Non-Collusion Affidavit (copy of form attached);
- E. A completed Owner Disclosure Statement (copy of form attached);
- F. A statement that the proposer will comply with the General Terms and Conditions required by the City and enter into the City’s standard Professional Services Contract;
- G. A copy of the proposer’s Business Registration Certificate.
- H. A completed Disclosure of Ownership Form.

4. **SPECIALIZED REQUIREMENTS OF TECHNICAL QUALIFICATION** –

Proposer must demonstrate experience at the trial and appellate level in Federal and State Courts and administrative agencies.

5. **COST QUALIFICATION** – The City of Linden anticipates an hourly rate of \$125-\$150 for such services, depending upon the nature of the matter(s) handled, to be determined by the City Council.

By submission of a qualification, proposer acknowledges, and agrees to adhere, to the fee schedule set forth above.

6. **QUALIFICATION EVALUATION** – The City will select the most advantageous qualifications 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 qualification must satisfy the objectives and requirements detailed in this RFQ. The successful proposer shall be determined by an evaluation of the total content of the qualification submitted. The City reserves the right to:

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

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

7. **QUALIFICATION 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 qualification submitted.

8. **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 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.

9. **GENERAL TERMS AND CONDITIONS** –

- A. The City reserves the right to reject any or all qualifications, if necessary, or to waive any informalities in the qualifications, and, unless otherwise specified by the proposer, to accept any item, items or services in the qualifications should it be deemed in the best interest of the City to do so.
- B. In case of failure by the successful proposer, the City of Linden may procure the articles or services from other sources, deduct the cost of the replacement from money due to the proposer under the contract and hold the proposer responsible for any excess cost occasioned thereby.
- C. The proposer shall maintain sufficient insurance to protect against all claims under Workmen's Compensation, General, Professional and Automobile Liability.
- D. Each qualification must be signed by the person authorized to do so.

E. The contract shall be in effect through December 31, 2016 unless otherwise stated.

Qualifications may be hand delivered or mailed consistent with the provisions of the legal notice to proposers. In the case of mailed qualifications, the City assumes no responsibility for qualifications received after the designated date and time and will return late qualifications unopened. Qualifications will not be accepted by facsimile or e-mail.

- A. By submission of the qualification, 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.
- B. 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.
- C. 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.
- D. 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.
- E. The City of Linden shall not be responsible for any expenditure of monies or other expenses incurred by the proposer in making its qualification.
- F. The checklist, affidavits, notices and the like presented at the end of this Request for Qualifications are a part of this Request for Qualifications and shall be completed and submitted as part of this qualification.

**END OF GENERAL INSTRUCTIONS**





**BASIS OF AWARD  
EVALUATION FACTORS**

- A. Relevance and Extent of Qualifications, Experience, Reputation and Training of Personnel to be assigned
- B. **Knowledge of the City of Linden and the subject matter to be addressed under this engagement**
- C. **Relevance and Extent of Similar Engagements performed**
- D. **Technical Qualification contains all required information**





# REQUEST FOR QUALIFICATION CHECKLIST

THIS CHECKLIST MUST BE COMPLETED AND SUBMITTED WITH YOUR QUALIFICATION:

**Please initial below, indicating that your Qualification includes the itemized document.**

**A QUALIFICATION SUBMITTED WITHOUT THE FOLLOWING DOCUMENTS IS CAUSE FOR REFUSAL.**

## INITIAL BELOW

- A. An original and eight (8) signed copies of your complete qualification.  
\_\_\_\_\_
  
- 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. Insurance Requirement Acknowledgement Form \_\_\_\_\_
  
- E. Mandatory Equal Employment Opportunity Notice Acknowledgement \_\_\_\_\_
  
- F. Copy of your *Business Registration Certificate* as issued by the State of New Jersey, Department of Treasury, Division of Revenue \_\_\_\_\_
  
- G. Professional Service Entity Information Form \_\_\_\_\_
  
- H. Qualifications Submission \_\_\_\_\_

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 qualification. The contracting party must also collect the state use tax where applicable.

**THE UNDERSIGNED HEREBY ACKNOWLEDGES**

**THE ABOVE LISTED REQUIREMENTS.**

NAME OF PROPOSER:

Person, Firm or Corporation

BY: (NAME)

(TITLE)

**CITY OF LINDEN**

**NON-COLLUSION AFFIDAVIT**

State of New Jersey

County of \_\_\_\_\_ ss:

I, \_\_\_\_\_ of the \_\_\_\_\_ of \_\_\_\_\_  
(Name of affiant) (Name of Municipality)

In the County of \_\_\_\_\_ and the State of New Jersey, of full age, being duly Sworn according to law on my oath depose and say that:

I am \_\_\_\_\_

Of the firm of \_\_\_\_\_

The professional service Entity making the submission for the above name Service, and that I executed the said submission with full authority to do so; that said Professional Service Entity has not, directly or indirectly, entered into any agreements participated in any collusion, or otherwise taken any action in restraint of fair and open competition in connection with the above name Service; and that all statements contained in said submission and in this affidavit are true and correct, and made with full knowledge that the City of Linden relies upon the truth of the statements contained in said submission and in the statements contained in this affidavit in awarding the contract for said Service.

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

\_\_\_\_\_.

(Name of Professional Entity)

Subscribed and sworn to

Before me

This \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

Notary Public, State of \_\_\_\_\_

(Signature of Professional)

My Commission Expires \_\_\_\_\_

(Type or Print name of affiant and Title, under signature)

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

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

**COMPLETE ONE OF THE FOLLOWING STATEMENTS:**

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

NAME:

ADDRESS:

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

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

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

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

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

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

\_\_\_\_\_ Limited Partnership

\_\_\_\_\_ Limited Liability Corporation

\_\_\_\_\_ Limited Liability Partnership

\_\_\_\_\_ Subchapter S Corporation

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

**CITY OF LINDEN**

**INSURANCE REQUIREMENTS AND ACKNOWLEDGEMENT FORM**

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

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

**PROFESSIONAL LIABILITY INSURANCE**

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

***Acknowledgement of Insurance Requirement:***

\_\_\_\_\_

(Signature)

\_\_\_\_\_

(Date)

\_\_\_\_\_

(Printed Name and Title)

**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.**



**CITY OF LINDEN**

**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY NOTICE**

(N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq.)

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

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

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

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

***OR***

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

***OR***

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

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

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

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

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

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

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

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

**COPY OF CERTIFICATE OF EMPLOYEE INFORMATION REPORT**

\*PLEASE PROVIDE A COPY OF YOUR CERTIFICATE EMPLOYEE INFORMATION  
REPORT



**CITY OF LINDEN**

**AMERICANS WITH DISABILITIES ACT OF 1990**

**EQUAL OPPORTUNITY FOR INDIVIDUALS WITH DISABILITY**

The CONTRACTOR and the CITY OF LINDEN (herein referred to as the City) do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the CITY pursuant to this contract, the CONTRACTOR agrees that the performance shall be in strict compliance with the Act. In the event the CONTRACTOR, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the CONTRACTOR shall defend the CITY in any action or administrative proceeding commenced pursuant to this Act. The CONTRACTOR shall indemnify, protect, and save harmless the CITY, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The CONTRACTOR shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the CITY'S grievance procedure, the CONTRACTOR agrees to abide by any decision of the CITY, which is rendered pursuant to, said grievance procedure. If any action or administrative proceeding results in an award of damages against the CITY or if the CITY incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the CONTRACTOR shall satisfy and discharge the same at its own expense.

The CITY shall, as soon as practicable after a claim has been made against it, give written notice thereof to the CONTRACTOR along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the CITY or any of its agents, servants, and employees, the CITY shall expeditiously forward or have forwarded to the CONTRACTOR every demand, complaint, notice, summons, pleading, or other process received by the CITY or its representatives.

It is expressly agreed and understood that any approval by the CITY of the services provided by the CONTRACTOR pursuant to this contract will not relieve the CONTRACTOR of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the CITY pursuant to this paragraph.

It is further agreed and understood that the CITY assumes no obligation to indemnify or save harmless the CONTRACTOR, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the CONTRACTOR expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the CONTRACTOR'S obligations assumed in this Agreement, nor shall they be construed to relieve the CONTRACTOR from any liability, nor preclude the CITY from taking any other actions available to it under any other provisions of this Agreement or otherwise at law.

## **BUSINESS REGISTRATION CERTIFICATE**

### **ATTENTION ALL PROFESSIONAL SERVICE ENTITIES**

On June 29, 2004, Governor McGreevey signed P.L. 2004, c.57, Business Registration of Contractors with Government Agencies, into law. Effective September 1, 2004, all business organizations that do business with a local contracting agency (i.e. City of Linden ) are required to be registered with the State of New Jersey, Department of Treasury, Division of Revenue, and provide proof of that registration to the contracting agency before the contracting agency may enter into a contract with the business.

A “Business Organization” means an individual, partnership, association, joint stock company, trust, corporation or other legal business entity or successor thereof.

**The law provides that: A copy of the Business Registration Certificate issued by the NJ Department of Treasury, Division of Revenue, shall be provided at the time any submission is received; *failure to do so is a fatal defect that cannot be cured.* This law covers construction as well as non-construction submissions.**

Further information may be obtained by visiting the following web site at the State of New Jersey: [www.nj.gov/treasury/revenue/busregcert.htm](http://www.nj.gov/treasury/revenue/busregcert.htm)

### ***Goods & Services Contracts (including purchase orders):***

N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that **knowingly** provide goods or perform services for a contractor fulfilling this contract:

- 1) The contractor shall provide written notice to its subcontractors and suppliers to submit proof of business registration to the contractor;

- 2) Prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors or attest that none were used;
  
- 3) During the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates, that they must collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into this State.

A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with a contracting agency.

**COPY OF BUSINESS REGISTRATION CERTIFICATE**

CITY OF LINDEN

**PROFESSIONAL SERVICE ENTITY INFORMATION FORM**

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

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

Address:

\_\_\_\_\_ Telephone

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

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

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

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

\*\*\*\*\*

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

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

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

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

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

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

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

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

\*\*\*\*\*

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

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

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

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

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

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

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

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

**CITY OF LINDEN**

**SUBMISSION FORM**

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

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

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

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

**SEALED SUBMISSION LABEL FOR PROPOSAL**

PLEASE CUT OUT THE LABEL BELOW AND TAPE TO FRONT OF SEALED SUBMISSION

\*\*\*\*\***DO NOT OPEN**\*\*\*\*\*

**IMPORTANT-SEALED SUBMISSION ENCLOSED**

NAME, COMPANY & ADDRESS:

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**TO: PURCHASING DEPARTMENT  
CITY OF LINDEN  
301 NORTH WOOD AVENUE  
3<sup>RD</sup> FL  
LINDEN, NJ 07036**

