

TENTATIVE AGENDA FOR SPECIAL COMMISSION MEETING

May 25, 2016, 4:30 P.M.

1. ROLL CALL - SPECIAL SESSION- MAY 25, 2016

Open Public Meetings Statement by Mayor Michael Santiago

"This meeting is being conducted in accordance with the Open Public Meetings Act of 1975, was advertised, posted, and made available to the public as required by Statute. The Municipal Clerk is directed to include a statement in the minutes of this meeting"

This meeting is called pursuant to the provisions of the Open Public Meetings Law. This meeting was advertised in The Daily Journal and The Press of Atlantic City on May 21, 2016 to act on the following matters:

1. Resolution No. R169-2016 authorizing purchase under State Contract for repair and maintenance of vehicles
2. Resolution No. R178-2016 appointment of a Municipal Prosecutor

Documents: [PUBLIC NOTICES- AC PRESS AND DJ.PDF](#)

2. PUBLIC COMMENT ON AGENDA ITEMS ONLY

3. RESOLUTIONS

3.I. Resolution R169-2016

Resolution authorizing the purchase under State Contract of various auto parts for the repair and maintenance of lightweight trucks and automobiles during the next 12 months, not to exceed \$40,000.00

Motion-

Second-

(Certification of Funds)

Documents: [CERT OF FUNDS- AUTO PARTS.PDF](#), [R169-2016 -STATE CONTRACT 5-17-16 MTG.PDF](#), [R169-2016 AUTO PART ATTACHMENT FOR 5-17-2016.PDF](#)

3.II. Resolution R178-2016

A Resolution appointing Municipal Prosecutor

Motion-

Second-

(Certification of Funds)

Documents: [CERT OF FUNDS MUNICIPAL PROSECUTOR 5-25-16.PDF](#), [RES APPOINT MUN PROSECUTOR 5-25-16 SPECIAL MTG.PDF](#), [PSC PROSECUTOR 5-25-16 SPECIAL MEETING.PDF](#)

4. PUBLIC COMMENT PORTION

"We have now reached the public comment portion of our meeting. Anyone who would like to address the Commission, please go to the podium, state your name and address your concerns. Please limit your comments to approximately 5 minutes."

Open Public Portion

Close Public Portion

Comments by Commissioners

5. MOTION TO ADJOURN

Motion-

Second-

CITY OF MILLVILLE

PUBLIC NOTICE

The Board of Commissioners will hold a Special Meeting in Open Session on May 25, 2016, 4:30 PM, Fourth Floor Commission Chamber, Municipal Building, 12 South High Street, Millville, NJ to act on the following items:

Resolution R169-2016: Authorizing Purchase under State Contract for Repair and Maintenance of Vehicles
Resolution R178-2016: Appointment of a Municipal Prosecutor

Official Action Will Be Taken

By Order of the Board of Commissioners

This notice is being filed pursuant to the provisions of the Open Public Meetings Act, Chapter 231 of the Public Laws of 1975, which said law was effective January 19, 1976.

Susan G. Robostello, RMC
City Clerk/Adm.
Printer Fee: \$17.34
#0090967605
Pub Date: May 21, 2016

THE DAILY JOURNAL

(856) 691-5000

Classified Ad Receipt
(For Info Only - NOT A BILL)

Customer: MILLVILLE, CITY OF
Address: PO BOX 609
MILLVILLE NJ 08332
USA

Ad No.: 0001295883
Pymt Method: Invoice
Net Amt: \$15.05

Run Times: 1

No. of Affidavits: 0

Run Dates: 05/21/16

Text of Ad:

**CITY OF MILLVILLE
PUBLIC NOTICE**

The Board of Commissioners will hold a Special Meeting in Open Session on May 25, 2016, 4:30 PM, Fourth Floor Commission Chamber, Municipal Building, 12 South High Street, Millville, NJ to act on the following items:

Resolution R169-2016: Authorizing Purchase under State Contract for Repair and Maintenance of Vehicles

Resolution R178-2016: Appointment of a Municipal Prosecutor

Official Action Will Be Taken

By Order of the Board of Commissioners

This notice is being filed pursuant to the provisions of the Open Public Meetings Act, Chapter 231 of the Public Laws of 1975, which said law was effective January 19, 1976.

Susan G. Robostello, RMC
City Clerk/Adm.
\$15.05

0001295883-01

Description: Purchase of Motor Parts

CERTIFICATION AS TO AVAILABILITY OF FUNDS

The undersigned does hereby certify as of May 17, 2016 the balance in the City of Millville appropriation account entitled, as follows:

1. Maintenance of Motor Vehicle-Police #6-01-25-240-201-225	\$10,000.00
Maintenance of Motor Vehicle-Street #6-01-26-290-100-225	\$ 5,000.00
Maintenance of Motor Vehicle-Parks #6-01-28-375-000-225	\$ 5,000.00
Maintenance of Motor Vehicle-Water #6-05-55-500-000-225	\$10,000.00
Maintenance of Motor Vehicle-Sewer #6-07-55-500-000-225	\$10,000.00

Further there is hereby certified that there are adequate funds available for the proposed contract of the City of Millville to Eastern Warehouse Distributors, Chapman Ford, Vineland Auto Electric, Freehold Ford.

Dated: 5/17/16



Marcella D. Shepard
Chief Financial Officer
City of Millville

RESOLUTION NO. R169-2016

WHEREAS, the City of Millville, as a contracting unit may, without advertising for bids, purchase any materials, supplies, services or equipment under any contract or contracts entered into by the NJ Division of Purchase and Property in the Department of the Treasury, for such materials, supplies, services or equipment pursuant to N.J.S.A. 40A:11-12; and

WHEREAS, the City of Millville has a need to purchase various parts for the repair and maintenance of light weight trucks and automobiles; and

WHEREAS, it is desirable for the City of Millville to utilize these state contracts as needed and when it is in the best interest of the City to do so; and

WHEREAS, purchases made utilizing state contracts meet the requirements of using a fair and open process; and

WHEREAS, aggregate purchases from this vendor during the next twelve months will exceed \$40,000, and

WHEREAS, the City has sufficient funds appropriated for this equipment.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MILLVILLE:

1. Authorize the purchase of various auto parts for the repair and maintenance of lightweight trucks and automobiles to the vendors listed on the attached spreadsheet for Region 8.
2. These vendors include: Uni Select USA
Eastern Warehouse Distributors
Chapman Ford
Vineland Auto Electric
Freehold Ford

Moved By:

Seconded By:

VOTING

Michael Santiago

Lynne Porreca Compari

David W. Ennis

Joseph Sooy

<u>In Favor</u>	<u>Against</u>	<u>Abstain</u>	<u>Absent</u>

CERTIFICATION

I hereby certify that the foregoing is a true copy of Resolution adopted by the Board of Commissioners of the City of Millville, in the County of Cumberland, at a meeting thereof held _____.

Susan G. Robostello, City Clerk

T-2761 Non-OEM Automotive Parts and Accessories
13-x-22600

At a Glance Contractor Grid by Region

Non-Retail Price List

Price Tie

	Primary Contractor	Primary Discount	Primary Price Type	Secondary Contractor	Secondary Discount	Secondary Price Type	Tertiary Contractor	Tertiary Discount	Tertiary Price Type
Region 8									
Accessories									
AC Delco	--	--	--	--	--	--	--	--	--
Dorman	Uni Select USA	65.0%	Retail	--	--	--	--	--	--
Grote	Uni Select USA	54.0%	Retail	--	--	--	--	--	--
MOPAR	--	--	--	--	--	--	--	--	--
Truck-Lite	Uni Select USA	63.0%	Retail	Vineland Auto Electric	51.0%	Retail	--	--	--
Additives, Care, Paint									
CRC	Uni Select USA	48.0%	Retail	--	--	--	--	--	--
Martin Senour	--	--	--	--	--	--	--	--	--
Permatex	Uni Select USA	50.0%	Retail	--	--	--	--	--	--
PlastiKote	Uni Select USA	57.0%	Retail	--	--	--	--	--	--
Radiator Specialty	Uni Select USA	54.0%	Retail	--	--	--	--	--	--
Brakes, Wheels, Bearings, Seals									
AC Delco	--	--	--	--	--	--	--	--	--
BCA	Uni Select USA	73.0%	Retail	Eastern Warehouse Distributors	60.0%	Retail	--	--	--
Bendix	--	--	--	--	--	--	--	--	--
Centrics	Eastern Warehouse Distributors	60.0%	Retail	--	--	--	--	--	--
Dura	Eastern Warehouse Distributors	60.0%	Retail	--	--	--	--	--	--
Gates	--	--	--	--	--	--	--	--	--
Moog	Eastern Warehouse Distributors	60.0%	Retail	--	--	--	--	--	--
MOPAR	--	--	--	--	--	--	--	--	--
Motorcraft	Chapman Ford	47.0%	Retail	Freehold Ford	45.2%	Retail	--	--	--
National	--	--	--	--	--	--	--	--	--
Raybestos	Uni Select USA	66.0%	Retail	--	--	--	--	--	--
SKF	--	--	--	--	--	--	--	--	--
Wagner	Uni Select USA	65.0%	Retail	Eastern Warehouse Distributors	63.0%	Retail	--	--	--
Chassis, Steering, Suspension									
AC Delco	--	--	--	--	--	--	--	--	--
Dana	--	--	--	--	--	--	--	--	--
KYB	--	--	--	--	--	--	--	--	--
Monroe	Uni Select USA	57.0%	Retail	Eastern Warehouse Distributors	50.0%	Retail	--	--	--
Moog	Uni Select USA	66.0%	Retail	Eastern Warehouse Distributors	63.0%	Retail	--	--	--
MOPAR	--	--	--	--	--	--	--	--	--
Motorcraft	Chapman Ford	47.0%	Retail	Freehold Ford	45.2%	Retail	--	--	--
Raybestos	--	--	--	--	--	--	--	--	--

	Primary Contractor	Primary Discount	Primary Price Type	Secondary Contractor	Secondary Discount	Secondary Price Type	Tertiary Contractor	Tertiary Discount	Tertiary Price Type
Cooling System									
AC Delco	--	--	--	--	--	--	--	--	--
Dayco	Uni Select USA	66.0%	Retail	--	--	--	--	--	--
Four Seasons	Eastern Warehouse Distributors	30.0%	Retail	--	--	--	--	--	--
Gates	Uni Select USA	67.0%	Retail	Eastern Warehouse Distributors	60.0%	Retail	--	--	--
Goodyear Engineered Products	--	--	--	--	--	--	--	--	--
MOPAR	--	--	--	--	--	--	--	--	--
Motorcraft	Freehold Ford	50.2%	Retail	Chapman Ford	47.0%	Retail	--	--	--
Stant	Uni Select USA	60.0%	Retail	--	--	--	--	--	--
Driveline									
AC Delco	--	--	--	--	--	--	--	--	--
MOPAR	--	--	--	--	--	--	--	--	--
Motorcraft	Chapman Ford	47.0%	Retail	Freehold Ford	45.2%	Retail	--	--	--
Precision	Uni Select USA	55.0%	Retail	Eastern Warehouse Distributors	55.0%	Retail	--	--	--
USA Industries	--	--	--	--	--	--	--	--	--
Electrical System									
AC Delco	Vineland Auto Electric	40.0%	Retail	--	--	--	--	--	--
Autolite	Uni Select USA	60.0%	Retail	--	--	--	--	--	--
Bosch	--	--	--	--	--	--	--	--	--
Champion	Uni Select USA	61.0%	Retail	Eastern Warehouse Distributors	52.0%	Retail	--	--	--
Electro	--	--	--	--	--	--	--	--	--
Exide	Uni Select USA	64.0%	Retail	Eastern Warehouse Distributors	25.0%	Retail	--	--	Retail
GE	--	--	--	--	--	--	--	--	--
MOPAR	--	--	--	--	--	--	--	--	--
Motorcraft	Chapman Ford	47.0%	Retail	Freehold Ford	45.2%	Retail	Vineland Auto Electric	21.0%	Retail
Remy	--	--	--	--	--	--	--	--	--
Standard	Uni Select USA	66.0%	Retail	Eastern Warehouse Distributors	56.0%	Retail	--	--	--
Sylvania	--	--	--	--	--	--	--	--	--
Wagner	Eastern Warehouse Distributors	70.0%	Retail	Uni Select USA	65.0%	Retail	--	--	--
Engines									
AC Delco	--	--	--	--	--	--	--	--	--
Felpro	Uni Select USA	58.0%	Retail	--	--	--	--	--	--
Fram	Uni Select USA	71.0%	Retail	--	--	--	--	--	--
Hastings	--	--	--	--	--	--	--	--	--
MOPAR	--	--	--	--	--	--	--	--	--
Motorcraft	Freehold Ford	50.2%	Retail	Chapman Ford	47.0%	Retail	--	--	--

T-2761 Non-OEM Automotive Parts and Accessories
13-x-22600

At a Glance Contractor Grid by Region

Non-Retail Price List

Price Tie

	Primary Contractor	Primary Discount	Primary Price Type	Secondary Contractor	Secondary Discount	Secondary Price Type	Tertiary Contractor	Tertiary Discount	Tertiary Price Type
Exhaust									
Addl Brands	--	--	--	--	--	--	--	--	--
Walker	Uni Select USA	61.0%	Retail	Eastern Warehouse Distributors	55.0%	Retail	--	--	--
Fuel System									
AC Delco	--	--	--	--	--	--	--	--	--
Airtex	Uni Select USA	55.0%	Retail	--	--	--	--	--	--
Bosch	--	--	--	--	--	--	--	--	--
Carter	Eastern Warehouse Distributors	40.0%	Retail	--	--	--	--	--	--
MOPAR	--	--	--	--	--	--	--	--	--
Motorcraft	Chapman Ford	47.0%	Retail	Freehold Ford	45.2%	Retail	--	--	--
Rebuilt/Remanufactured									
AC Delco	Vineland Auto Electric	40.0%	Retail	Fred Bean's Parts	10.0%	Retail	--	--	--
Delco Remy	--	--	--	--	--	--	--	--	--
Jasper	--	--	--	--	--	--	--	--	--
MOPAR	Fred Bean's Parts	21.0%	Retail	--	--	--	--	--	--
Motorcraft	Vineland Auto Electric	51.0%	Retail	Chapman Ford	47.0%	Retail	Freehold Ford	25.2%	Retail
USA Industries	--	--	--	--	--	--	--	--	--
Transmissions									
AC Delco	--	--	--	--	--	--	--	--	--
Fram	Uni Select USA	71.0%	Retail	--	--	--	--	--	--
Hastings	--	--	--	--	--	--	--	--	--
MOPAR	--	--	--	--	--	--	--	--	--
Motorcraft	Freehold Ford	50.2%	Retail	Chapman Ford	47.0%	Retail	Route 23 Auto Mall	22.5%	Retail
Windshield Wiper/Washer									
AC Delco	--	--	--	--	--	--	--	--	--
Addl Brands	--	--	--	--	--	--	--	--	--
ANCO	Uni Select USA	61.0%	Retail	Eastern Warehouse Distributors	58.0%	Retail	--	--	--
MOPAR	--	--	--	--	--	--	--	--	--
Motorcraft	Chapman Ford	47.0%	Retail	Freehold Ford	45.2%	Retail	--	--	--
Trico	Uni Select USA	70.0%	Jobber	Kimball Midwest	20.0%	Jobber	--	--	--

Certification Of Availability of Funds

This is to certify to the BOARD OF COMMISSIONERS of the CITY OF MILLVILLE that only funds for the 2016 Current Budget Year can be certified. The below contract amount is contingent upon sufficient funds being appropriated in the 2016 Current Year Budget.

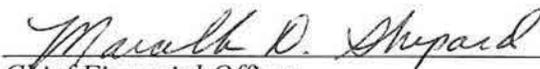
Resolution Date: 05/25/16

Resolution Number: A

Unknown Vendor

Contract: PROSECUTOR

<u>Account Number</u>	<u>Amount</u>	<u>Department Description</u>
6-01-25-275-000-228	\$ 30,000.00	Municipal Prosecutor Office-Other Expenses



Chief Financial Officer

**CITY OF MILLVILLE
STATE OF NEW JERSEY
COUNTY OF CUMBERLAND**

RESOLUTION NO. _____

WHEREAS, the Municipality desires to retain Puma, Telsey & Rhea, P.A., 107 West Broadway, Salem, NJ 08079 to perform professional legal services as the Prosecutor for the Municipality in connection with a Professional Service Contract which is on file in the Office of the City Clerk; and

WHEREAS, the Municipality is awarding this Professional Service Contract pursuant to a fair and open process where requests for proposals were solicited by the Municipality; and

WHEREAS, the anticipated term of this Contract is one year commencing on May 25, 2016 to December 31, 2016; and

WHEREAS, the Chief Financial Officer has certified the availability of funds.

NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF MILLVILLE AS FOLLOWS:

1. The Professional Service Contract is hereby approved in an amount of \$450.00 per court session not to exceed \$30,000.00.
2. The Mayor and City Clerk are hereby authorized to execute same.
3. The Agreement covers the period from May 25, 2016 through December 31, 2016.
4. This Agreement is awarded as a Professional Service Contract through a fair and open process pursuant to Millville City Code ¶ 2-64.3.

Moved By:
Seconded By:

<u>VOTING</u>	<u>In Favor</u>	<u>Against</u>	<u>Abstain</u>	<u>Absent</u>
Michael Santiago				
Lynne Porreca Compari				
David W. Ennis				
Joseph Sooy				

CERTIFICATION

I certify that the foregoing is a true copy of a Resolution adopted by the Board of Commissioners, of the City of Millville in the County of Cumberland, at a meeting thereof held on _____, 2016.

Susan G. Robostello, City Clerk

PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT made this ____ day of _____, 2016 by and between the City of Millville, a Municipal Corporation of the State of New Jersey, P. O. Box 609, Millville, New Jersey, hereinafter referred to as called "Municipality", and Puma, Telsey & Rhea, P.A., 107 West Broadway, Salem, NJ 08079, hereinafter referred to as "Consultant".

ARTICLE 1. PURPOSE OF AGREEMENT

The Municipality desires to appoint an attorney at law licensed to practice law within the State of New Jersey to act as the Prosecutor for the Municipality pursuant to N.J.S.A. 2B:25-1 et seq.

ARTICLE II. SCOPE OF SERVICES

The Consultant shall act as Municipal Prosecutor for the Municipality as set forth herein:

1. Consultant shall act as Municipal Prosecutor and attend all sessions of the Millville Municipal Court.
2. Consultant shall also represent the City as needed in Municipal Court appeals particularly where a conviction under an Ordinance is being appealed from.
3. Consultant shall be responsible for obtaining, processing and providing all Municipal Court discovery.

ARTICLE III. MUNICIPAL RESPONSIBILITY

The Municipality, through its employees, shall cooperate with the Consultant and provide any information available to it which will assist the Consultant in the

performance of the Scope of Services including available date, background information and representatives for meetings, negotiations, or court appearances as requested by the Consultant.

ARTICLE IV. CONSIDERATION AND METHOD OF PAYMENT

The total consideration allocated to provide the Scope of Services as set forth herein for a flat fee payable at \$450.00 per court session not to exceed \$30,000.00. In the event Consultant is required to appear in Superior Court to represent the Municipality in appeals. Consultant shall be compensated at a rate of \$110.00 per hour.

Billing shall be made by Voucher only with itemized invoice attached. Vouchers shall be submitted periodically as work is performed on not less than a monthly basis. Payment by the City shall be made within thirty (30) days of the presentation of the Voucher. If employees of the City request services from the Consultant which exceed the Scope of Services contained in this Contract, the Consultant shall not perform the services requested until an amendment to the Contract has been approved by Resolution of the Board of Commissioners.

ARTICLE V. AFFIRMATIVE ACTION

Attachment A containing the Affirmative Action requirements is incorporated herein.

ARTICLE VI. AMERICANS WITH DISABILITIES ACT

Attachment B containing the Americans with Disabilities Act requirements is incorporated herein.

ARTICLE VII. FAIR AND OPEN CONTRACT

This contract has been awarded to the Consultant under a Fair and Open process pursuant to Millville City Code § 2-64.3.

ARTICLE VII. GENERAL PROVISIONS

1. **APPLICABLE LAW AND VENUE.** This Agreement shall be interpreted, governed and enforced in accordance with the laws of the State of New Jersey without regard to conflicts of laws principles. The parties agree that any and all legal actions relating to any dispute, enforcement or other matter to be decided between them arising out of this Agreement or the subject matter hereof shall be brought in a federal or state court located in the State of New Jersey.

2. **ASSIGNMENT.** The Consultant agrees not to assign or transfer its rights or responsibilities in this Contract without the prior written consent of the City. Furthermore, the Consultant agrees not to delegate to others any duties or responsibilities which it has under the terms of this Contract except that it may engage other professionals to assist in the prosecution of the work if there are no employees on staff capable of performing the work.

3. **BENEFICIAL INTEREST.** Nothing in this Contract shall be construed to give any rights or benefits in this Contract to anyone other than the City and the Consultant. All duties and responsibilities undertaken pursuant to this Contract shall be the sole and exclusive benefit of the City and the Consultant and not for the benefit of any other person.

4. **COMPLIANCE WITH LAW.** The Consultant shall be required to comply with all applicable Federal, State, County and Local laws during the performance of this Contract.

5. **CONFIDENTIAL INFORMATION.** The Consultant agrees that it shall not, at any time or in any manner, either directly or indirectly, communicate to any person, corporation, firm, partnership or other legal entity any information of a confidential nature involving the business or operations of the City of Millville unless authorized by the appropriate city official.

6. **DURATION OF CONTRACT.** The duration of this Contract shall be for the period of one year beginning May 25, 2016.

7. **INDEMNIFICATION.**

A. Consultant shall indemnify, save harmless and defend the Municipality, its elected and appointed officials, its employees, agents, volunteers and others working on behalf of the Municipality, from and against any and all claims, losses, costs, attorney's fees, damages or injury including death and/or property loss, expense claims or demands arising out of or caused or alleged to have been caused in any manner by a defect in any equipment or materials supplied under this Contract or by the performance of any work under this Contract, including all suits or actions of every kind or description brought against the Municipality, either individually or jointly with Consultant for or on account of any damage or injury to any person or persons or property, caused or occasioned or alleged to have been caused by, or on account of, the performance of any work pursuant to or in connection with this Contract, or through

any negligence or alleged negligence in safeguarding the work area, or through any act, omission or fault or alleged act, omission or fault or alleged act, omission or fault of the Consultant, its employees, SubConsultants or agents or others under the Consultant's Contract.

8. INSURANCE

A. Notwithstanding the indemnification and defense obligations of the Consultant, Consultant shall purchase and maintain such insurance described in the attached schedule and as is appropriate for the work being performed and furnished and as will provide protection from any and all covered claims which may arise out of or be caused or alleged to have been caused in any manner from Consultant's performance and furnishing of the Work and Consultant's other obligations under the Contract Documents, whether it is to be performed or furnished by Consultant, by any SubConsultant, by anyone directly or indirectly employed by any of them to perform or furnish any of the Work, or by anyone for whose acts any of them may be liable.

B. The schedule of insurance and the limits of liability for the insurance shall provide coverage for not less than amounts specified in the attached schedule or greater where required by law. See Schedule of Insurance attached as Attachment C.

9. STANDARD OF CARE. The Consultant shall perform the Scope of Services in a professional manner consistent with generally accepted principles established for its profession. The professional services often require decisions which are not based upon exact science, but rather skilled judgment. The Consultant shall use that degree of care and skill normally exercised in the profession under similar circumstances at the time

the services are rendered. This standard of care shall not be judged according to later standards. No express or implied warranty or representation is provided as to the success or issuance of any approvals or permits for any application submitted by or on behalf of the City based in whole or in part upon the plans, designs, or documents prepared by the Consultant.

10. **TERMINATION OF CONTRACT.** The City reserves the right to terminate this Professional Services Contract at any time upon thirty (30) days notice to the Consultant. In the event that the Contract is terminated, or the project is abandoned, the City shall be responsible for the payment for all work performed by the Consultant to the point of termination.

11. **ENTIRE AGREEMENT.** This Contract represents the entire agreement between the parties. No amendment to this Contract shall be valid unless it is made in writing and executed by the parties and approved by Resolution of the Board of Commissioners.

CITY OF MILLVILLE

By: _____
Michael Santiago, Mayor

ATTEST:

Susan G. Robostello, City Clerk

PUMA, TELSEY & RHEA, P.A.

WITNESS:

By: _____

ATTACHMENT "A"
AFFIRMATIVE ACTION COMPLIANCE NOTICE
N.J.S.A. 10:5-31 and N.J.A.C. 17:27

GOODS AND SERVICES CONTRACT
(INCLUDING PROFESSIONAL SERVICES)

This form is a summary of 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: _____

ATTACHMENT B

**AMERICANS WITH DISABILITIES ACT OF 1990
GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS
PURSUANT TO 42 U.S.C. SECTION 12101, et seq.**

1. The Contractor and the City do hereby agree that the provisions of Title II of the Americans with Disabilities Act of 1990 (the Act) (42 USC Section 12101 et seq.) that 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.

2. In the event that 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 the 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 the decision of the City that 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 Act that has been brought pursuant to its grievance procedure, the Contractor shall satisfy and discharge the same at its own expense.

3. 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.

4. It is expressly agreed and understood that any approval by the City of the services provided by the Contractor pursuant to the 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.

5. 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 that may arise out of their performance of this contract. 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 contract, nor shall it 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 contract or otherwise at law.

Schedule of Insurance

A. Workers Compensation. Statutory coverage and limits in compliance with the Workers' Compensation Law of the State of New Jersey.

B. General Liability Including Products & Completed Operations. With the minimum combined single limit of liability per occurrence for bodily injury and property damage of one million (\$1,000,000) dollars with a minimum annual aggregate of two million (\$2,000,000) dollars. Municipality shall be named as "Additional Insured".

C. Errors and Omissions/Professional Liability. A minimum limit of liability of one million (\$1,000,000) dollars per incident and in annual aggregate.

Failure by the Consultant to supply such written evidence of required insurance and to maintain same for the duration of this contract shall result in default under this contract.

The insurance companies for the above coverages must be licensed by the State of New Jersey and acceptable to the "Municipality". The "Consultant" shall take no action to cancel or materially change any of the insurance required under this Contract without the "Municipality's" prior approval. The maintenance of insurance under this section shall not relieve the "Consultant" of any liability greater than the limits or scope of the applicable insurance coverage.