

NOTICE

BOROUGH OF NORTH PLAINFIELD REQUEST FOR PROPOSALS NORTH PLAINFIELD WASHINGTON PARK HISTORIC DISTRICT DESIGN GUIDELINES

NOTICE IS HEREBY GIVEN, that pursuant to the competitive contracting process contained in the New Jersey Local Public Contracts Law, **N.J.S.A. 40A:11-1 et seq.**, and with the express written consent of the New Jersey Department of Environmental Protection, Historic Preservation Office, given in accordance with **N.J.S.A. 40A:11-4.1** and **N.J.A.C. 5:34-4.1**, the Borough of North Plainfield ("Borough") is requesting proposals for **The Washington Park Historic District ("WPHD") Design Guidelines**.

All proposals shall be submitted to the **Borough of North Plainfield Clerk's Office, 263 Somerset Street, North Plainfield, New Jersey on or before July 9th, 2020 AT 2:00 P.M.**, at which time all proposals will be opened and read aloud for the following:

THE WASHINGTON PARK HISTORIC DISTRICT DESIGN GUIDELINES

At that time, all vendors and their respective proposals shall be announced to the public. After proposals are received and opened, but prior to completing the evaluation of the proposals, vendors may be given an opportunity to provide clarification regarding their submission.

Request for Proposals or any additional information may be obtained at the Clerk's Office, 908 769-2904 during regular business hours 8:00am to 4:30pm Monday through Friday or by emailing katherine.miller@npmail.org, excluding holidays. Request For Proposals will also be available at northplainfield.org.

The successful Bidder shall be required to comply with the Affirmative Action requirements of N.J.S.A 10:5-31 et seq. and N.J.A.C.17:27.

Required information can be found in the Request for Proposal package.

BOROUGH OF NORTH PLAINFIELD REQUEST FOR PROPOSALS
NORTH PLAINFIELD WASHINGTON PARK HISTORIC DISTRICT
DESIGN GUIDELINES

The Borough of North Plainfield ("Borough") is requesting Proposals for Architectural/Historic Preservation professional services to complete the project entitled: **The Washington Park Historic District ("WPHD") Design Guidelines**. The WPHD consists of approximately 215 properties of which 110 are contributing and 7 are Key Contributing. This project is to be completed by **September 23, 2020**.

This Request for Proposals ("RFP") is being made under the competitive contract process of the New Jersey Local Public Contracts Law, **N.J.S.A. 40A:11-1 et seq.**, and with the express written consent of the New Jersey Department of Environmental Protection, Historic Preservation Office, given in accordance with **N.J.S.A. 40A:11-4.1** and **N.J.A.C. 5:34-4.1**. All proposals shall be submitted on forms prepared by the bidder in compliance with the Bid Specifications, defined below.

Bid responses shall be submitted in sealed packages and can be a printed hard copy, a .pdf file on CD or a .pdf file on a flash drive.

The Evaluation, Review and Selection Process for the submission and evaluation of proposals is set forth in **Exhibit A**. The process of establishing weighting criteria and evaluating proposals is intended to result in a finding that a specific proposal is the most advantageous, exemplifying through this bidding process, the ability to best accomplish the services required herein, price and other factors considered, and if not the Borough reserves the right to reject all proposals.

The Bid Specifications for the WPHD Design Guidelines are set forth in **Exhibit B**, and include a narrative description of the project, Bid Proposal Form, Stockholder Disclosure Certification, Non-Collusion Affidavit, Consent of Surety, Disclosure Statement, Subcontractor Certification, Acknowledgment of Receipt of Addenda, Affirmative Action Compliance Notice, Equal Opportunity Statement, Americans With Disabilities Notice, Contact Person Form, Disclosure of Contributions to ELEC Notice and checklist. The selected firm shall be required to comply with all of the Bid Specifications and execute an Agreement for Professional Services in the form attached as **Exhibit C**.

Attachment A includes a map of the Washington Park Historic District and links to related information.

EXHIBIT A

EVALUATION, REVIEW AND SELECTION PROCESS

1. PROPOSALS TO REMAIN SUBJECT TO ACCEPTANCE

RFP responses will be opened and reviewed on July 9, 2020, and shall remain open for a period of sixty (60) calendar days from the stated submission date. The Borough will either award the Contract within the applicable time period or reject all proposals.

2. REJECTION OF PROPOSALS

The Borough reserves the right to reject any or all proposals, or to reject any proposals if the evidence submitted by, or investigation of such respondent fails to satisfy the Borough that such respondent is properly qualified to carry out the obligations of this RFP and to complete the work contemplated therein. The Borough reserves the right to waive any minor informality in the RFP.

3. EVALUATION PROCESS

An evaluation team shall review all proposals received to determine if they satisfy the proposal requirements, determine if a proposal should be rejected and evaluate the proposals based upon the Evaluation Criteria. The highest-ranking respondent will then be recommended to the governing body for award of contract.

4. EVALUATION CRITERIA

The following listing is the weighting criteria the Borough of North Plainfield is utilizing on this request for proposals for the WPHD Design Guidelines, to determine the most advantageous proposal, exemplifying, through this bidding process, the ability to best accomplish the services required herein, price and other factors considered. The following arrangement of criteria weighting will be presented at the scheduled opening of proposals. All the following criteria will be used to select the successful respondent.

4.1. UNDERSTANDING THE REQUESTED WORK – 20%

- a. Demonstrates Clear Understanding
- b. Completeness and Responsiveness to RFP
- c. Compliance with Instructions and Requests

This shall be based on the quality of the content of the RFP and the respondent's ability to communicate a thorough understanding of the required tasks and the approach to meet the scope of work as outlined in the RFP.

The proposals shall be evaluated for general compliance with instructions and requests issued in the RFP. Significant non-compliance with instructions shall be grounds for possible disqualifications of proposals.

4.2 KNOWLEDGE AND COMPETENCE – 25%

- a. Education and Training of Employees
- b. Suitability to Perform the Required Tasks
- c. Primary contractor vs. subcontracted resources

This includes the ability of the respondent to perform all of the tasks and fulfill adequately the stated requirements. The respondent shall be evaluated on technical suitability for the tasks required. Proposals must contain complete discussions of all aspects of the specifications, processes, and qualifications for this project. All stages of the work must be described with adequate information.

In addition, respondent will meet the National Park Services Professional Qualification Standards.

4.3 ABILITY TO COMPLETE THE PROJECT IN A TIMELY MANNER – 25%

- a. Scheduling Timeline
- b. Personnel and resources
- c. Primary contractor relationships with subcontractors

This is based on the estimated duration of the project and overall schedule and respondent's ability to accomplish these tasks as stated. The Borough of North Plainfield is interested in the ability of the respondent to complete the project in a competent and expeditious manner based on the workload of the firm, availability of qualified staff, facilities. The completed project is due on **September 23, 2020**

4.4 MANAGEMENT, EXPERIENCE AND PERSONNEL QUALIFICATIONS – 30%

- a. Project Management Plan
- b. Project Management Team
- c. Record of reliability and quality of service
- d. Experience in creating Design Guidelines for historic properties and districts

An employee of the respondent shall be identified as the project manager for this project. Technical expertise of the firm shall be demonstrated by past project successes providing government agencies with similar products and services. The Project Manager and other key personnel will be evaluated on knowledge, experience, prior collaboration and successful completion of projects as that requested in this RFP. To better evaluate the proposals, the Borough of North Plainfield expects respondent(s) to provide examples or links to examples of Design Guidelines work performed.

In addition to relevant project experience, respondents shall provide personnel qualifications in the proposal along with qualifications of subcontractors, such as printing and graphics.

5. COSTS

- a.** Explanation of Costs
- b.** Cost comparison
- c.** Additional services/fees

Evaluation shall be made on the total overall costs to complete the project, including the schedules of additional fees for continuing services.

6. NOTICE OF AWARD

The successful respondent shall be notified of the award of a contract by a passage of a resolution of the Council at a special or regularly scheduled Borough of North Plainfield Council meeting.

EXHIBIT B

TERMS AND CONDITIONS

I. Introduction

Washington Park Historic District was listed in the New Jersey and National Registers of Historic Places in 1987.

In 2018, an Intensive Level Survey was completed with funding administered through the Historic Preservation Office.

The Borough's Historic District ordinance was updated in late 2019 and adopted in January of 2020.

The Borough will award an Agreement for Services ("Agreement") to produce WPHD Design Guidelines. The Design Guidelines must be prepared in conformance with the Secretary of The Interior's Standards and Guidelines for The Treatment of Historic Properties.

The final Design Guidelines information, photos and illustrations shall be compiled in a full color printed publication, Microsoft Office compatible document and high quality indexed .pdf version suitable for website placement.

The successful bidder shall be an Architectural Historian or Historic Architect qualified in accordance with the National Park Service Secretary of The Interior's Professional Qualification Standards for Architectural History or Historic Architecture.

The primary goal is to have an informational and educational publication that is understandable to laypeople and visually attractive.

The WPHD Design Guidelines content will be a useful aid for the Borough's Historic Preservation Commission, Planning Board and Zoning Board of Adjustment to make reasonable, consistent and justifiable decisions. The Guidelines will also be a valuable reference for residents in their plans for renovation, rehabilitation and preservation.

The successful bidder will be able to complete the WPHD Design Guidelines by September 23, 2020.

II. Scope of Services

To be included in The Washington Park Historic District Design Guidelines:

Introduction – Information about the North Plainfield Historic Commission and its mission, duties and goals, explanation of the intent of the Guidelines, an overview of The Secretary of the Interior's Standards For The Treatment of Historic Properties, information on the New Jersey and National Registers and the importance of preserving historic resources.

Procedures for Securing a Certificate of Appropriateness ("CofA") – Details on actions requiring or not requiring a CofA from start to finish, Minor and Major types of applications, and criteria for CofA review.

Brief History of North Plainfield and The WPHD – Information on the development of WPHD and the surrounding areas, including notable residences and businesses.

North Plainfield and WPHD Architecture – Comprehensive information on architectural styles in and around the WPHD with building designations, photos and illustrations.

Guidelines For Treatments – Information including visual examples on repairs, restorations, rehabilitations, maintenance and additions and new construction of: architectural details, paving, sidewalks, roofs, siding, windows and doors, lighting, signs, porches and trim, awnings, signs, accessory buildings, landscaping, masonry, fencing. This will include examples of acceptable treatments and strategies for preserving Key, Contributing and Non-Contributing resources with a selection of before and after photos. The Cape May City Guidelines shall be used as a model.

http://www.capemaycity.com/documents/historicpreservation/hpc_guidelines.pdf

Glossary – Architectural and preservation terms with photos and/or illustrations including terms for types and parts of roofs, windows, siding, gutters, porches, entries, trim and ornamental features, etc..

Building and Safety Code Considerations – Information on codes and how it effects restoration, maintenance, rehabilitation and renovation of historic properties.

Acknowledgements, Resources, References and Links – Maps, HPO logo, funding acknowledgments as shown in **Attachment A**, participants in the project, Borough contacts, and CoA document links.

The successful bidder must create the Washington Park Historic District Guidelines in all formats on or before **September 23, 2020**.

Deliverables:

- a. 2 copies of the initial Guidelines Draft shall be an unbound black and white printed version.
- b. 30 copies of the final Guidelines which must be 8.5X11 inches, a minimum of 100 (50 Double Sided) pages using 12 point single spaced text and will include a minimum of 200 photographs and/or illustrations.
- c. The Guidelines final as .pdf with index.
- d. Guidelines final version in Microsoft Office format.

Schedule

A minimum of 3 and up to 6 meeting with the Historic Commission will be required, including one public meeting.

July 15, 2020 – Award of bid.

July 21, 2020 – Meeting with North Plainfield Historic Commission and Consultant to plan the project and to give consultant compiled information, photos, illustrations and any other background materials.

August 14, 2020 – Meeting with Historic Commission and consultant to review work status.

September 8, 2020 – Meeting with Historic Commission and Consultant to review draft and receive comments from the public.

September 23, 2020 – Receive final product, in all formats required.

III. Qualifications/Bidding/Award

- a. Qualified bidders will meet the following criteria:
 1. Bidders must provide proof of expertise and experience producing a set of design guidelines involving historic architecture.
 2. Bidder meets the National Park Services Professional Qualification Standards.
 3. Bidder demonstrates an ability to produce comprehensive design guidelines in a timely manner.
- b. All prospective bidders must provide the following information:
 1. The name of the bidder, and if the applicant is a corporation or other business entity licensed by the State of New Jersey, the application shall include the names of all owners or principals owning five percent (5%) or more of voting and/or equity interest of the successful bidder and shall also designate a representative of such entity authorized to receive notices or other communications from the Borough.
 2. The principal place of business of the applicant and all other addresses as listed in local telephone directories,
 3. Satisfactory evidence of liability insurance coverage satisfying the requirements of paragraph V of these bid specifications.
 4. New Jersey Business Registration and W9.
 5. Any other information as required by the Borough and/or set forth in these Specifications.
- c. Each prospective bidder shall submit to the Borough a completed "Bidder Information Form" attached hereto in **Exhibit B** along with the bid. The submission of the bid and the bidder's signature on the Bidder Information Form indicates the bidder's acceptance of each and every term and condition contained herein and in the Agreement attached hereto as **Exhibit C**.
- d. The Contract shall be offered to the bidder who exemplifies through this bidding process the ability to best accomplish all of the services required. The Borough reserves the right to reject any and all bids. All bids are subject to award by the Borough through the adoption of a confirmatory resolution of the Borough Council. It is anticipated that the Borough Council will consider authorizing such contract at its regular meeting scheduled for July 13, 2020 . Any prospective bidder owing the Borough monies as a result of a previous contract or otherwise at the time bids are accepted shall NOT be deemed to be a "responsible bidder," and no bid will be accepted from that prospective bidder.
- e. The Agreement awarded to the successful bidder shall be governed by the terms and conditions set forth in the Agreement. Additionally, all terms and conditions set forth in this Bid Information Packet shall apply.
- f. The successful bidder shall execute the Agreement in the form attached hereto within ten (10) days of the Borough Council resolution accepting the successful bidder's bid.

IV. **General Requirements**

- a. Prior to commencement of operations pursuant to any contract awarded hereunder, the successful bidder shall demonstrate compliance with all requirements imposed by these specifications, and the Grant Agreement (defined in **Exhibit C**), and shall obtain all necessary licenses, certificates or other approvals required by any federal, state or local governmental authority, including, without limitation, the SHPO, in order to provide the services set forth herein.
- b. The successful bidder will be required to observe and comply with all present and future laws, ordinances, orders, rules, regulations and requirements of all federal, state and local governments, courts, departments, commissions, boards and any other body exercising functions similar to those of any of the foregoing, which may be applicable to successful bidders including, without limitation, the Americans with Disabilities Act of 1990, P.L. 101-336, 104 Stat. 327, as same may be amended, appearing generally at 42 U.S.C. §12101, et seq., and all regulations and guidelines promulgated pursuant thereto (the "ADA"), the total of which may be referred to collectively herein as the "Applicable Laws", except as provided herein.
- c. The successful bidder shall, concurrently with the delivery of an executed Agreement, execute and deliver to the Borough Clerk a power of attorney in a form prescribed or approved by the Borough Attorney wherein and whereby the Owner shall appoint the Borough Clerk as his or her true and lawful attorney-in-fact for the purpose of acknowledging the service of any process from a court of competent jurisdiction, pursuant to the rules governing the procedure of such court, to be served against the owner by virtue of any business transacted or activity conducted in the Borough pursuant to the agreement.

V. **Insurances Required**

- a. The successful bidder shall be required to provide satisfactory proof of combined single limit insurance coverage in the amount of Two MILLION (\$2,000,000.00) DOLLARS. Any contract issued pursuant hereto shall remain effective only so long as the insurance policy shall remain in force to the full and collectible amounts as required by this paragraph. Failure to maintain insurance as provided herein shall constitute grounds for immediate cancellation of the Agreement, without notice or hearing.

BID PROPOSAL FORM

(Contract Title and Bid Number, if applicable)

(Description of goods/services being bid)

The undersigned proposes to furnish and deliver the above goods/services pursuant to the bid specification and made part hereof:

Amount in words

\$_____
Amount in numbers

Company Name

Federal I.D. # or Social Security #

Address

Signature of Authorized Agent

Type or Print Name

Title:_____

Telephone Number

Date

Fax Number

E-mail address

STOCKHOLDER DISCLOSURE CERTIFICATION
This Statement Shall Be Included with Bid Submission

Name of Business _____

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

OR

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

Check the box that represents the type of business organization:

Partnership

Corporation

Sole Proprietorship

Limited Partnership

Limited Liability Corporation

Limited Liability Partnership

Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: _____ % Owned _____ Name: _____ % Owned _____

Home Address: _____

Name: _____ % Owned _____ Name: _____ % Owned _____

Home Address: _____

Name: _____ % Owned _____ Name: _____ % Owned _____

Home Address: _____

Name: _____ % Owned _____ Name: _____ % Owned _____

Home Address: _____

Subscribed and sworn before me this _____ day

of _____, 20_____.

(Notary Public)

My Commission expires:

(Affiant)

(Print name & title of affiant)
(Corporate Seal)

NON-COLLUSION AFFIDAVIT

State of New Jersey

County of: _____

ss: _____

I, _____ residing in _____
(name of affiant) (name of municipality)

in the County of _____ and State of _____

of full age, being duly sworn according to law on my oath depose and say that: I am

_____ of the firm of _____
(title or position) (name of firm)

_____, the bidder making this Proposal for the bid entitled

_____, and that I executed the said proposal with
(title of bid proposal)

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

_____ relies upon the truth of the statements contained in said Proposal
(name of contracting unit)

and in the statements contained in this affidavit in awarding the contract for the said project.

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

Subscribed and sworn to before me
this _____ day of _____, 2020

Signature

Notary public of

(Type or print name of affiant under signature)

My Commission expires: _____

(Seal)

CONSENT OF SURETY

A performance bond will be required from the successful consultant on this project, and consequently, all bidders shall submit, with their bid, a consent of surety in substantially the following form:

To: _____
(Owner)

Re: _____
(Consultant)

(Project Description)

This is to certify that the _____
(Surety Company)

will provide to _____ a performance bond in
(Owner)

the full amount of awarded contract in the event that said consultant is awarded a contract for the above project.

(Consultant)

(Authorized Agent of Surety Company)

Date: _____

**CONSENT OF SURETY MUST BE SIGNED BY AN AUTHORIZED AGENT
OR REPRESENTATIVE OF A SURETY COMPANY AND NOT BY THE
INDIVIDUAL OR COMPANY REPRESENTATIVE SUBMITTING THE BID.**

Disclosure Statement

By Submission of the proposal, the vendor certifies that no employee or elected official of the Borough Of North Plainfield is employed by or has any ownership interest in the firm submitting the proposal.

Signature

Print Name

Date

**GRANT AGREEMENT
BETWEEN
BOROUGH OF NORTH PLAINFIELD
(Name of Grantee)**

**AND
THE STATE OF NEW JERSEY BY AND FOR
THE DEPARTMENT OF ENVIRONMENTAL PROTECTION**

GRANT IDENTIFIER: HE19-015

SUBCONTRACTOR LIST

SUBCONTRACTOR'S NAME:
SUBCONTRACTOR'S ADDRESS:
SUBCONTRACTOR'S PHONE #:
TYPE(S) OF SERVICE(S) TO BE PROVIDED:
ESTIMATED VALUE OF SUBCONTRACT:
PERCENTAGE OF TOTAL GRANT AWARD:

If required by Section V, of Part 1 of this Agreement - General Terms and Conditions and Attachment A, Section IX, Paragraph C, the Grantee shall submit a Business Registration Certificate allowing subcontractor to do business in New Jersey. This Certificate has previously been provided is attached to this agreement.

SUBCONTRACTOR'S NAME:
SUBCONTRACTOR'S ADDRESS:
SUBCONTRACTOR'S PHONE #:
TYPE(S) OF SERVICE(S) TO BE PROVIDED:
ESTIMATED VALUE OF SUBCONTRACT:
PERCENTAGE OF TOTAL GRANT AWARD:

If required by Section V, of Part 1 of this Agreement - General Terms and Conditions and Attachment A, Section IX, Paragraph C, the Grantee shall submit a Business Registration Certificate allowing subcontractor to do business in New Jersey. This Certificate has previously been provided is attached to this agreement.

SUBCONTRACTOR'S NAME:
SUBCONTRACTOR'S ADDRESS:
SUBCONTRACTOR'S PHONE #:
TYPE(S) OF SERVICE(S) TO BE PROVIDED:
ESTIMATED VALUE OF SUBCONTRACT:
PERCENTAGE OF TOTAL GRANT AWARD:

If required by Section V, of Part 1 of this Agreement - General Terms and Conditions and Attachment A, Section IX, Paragraph C, the Grantee shall submit a Business Registration Certificate allowing subcontractor to do business in New Jersey. This Certificate has previously been provided is attached to this agreement.

SUBCONTRACTOR'S NAME:
SUBCONTRACTOR'S ADDRESS:
SUBCONTRACTOR'S PHONE #:
TYPE(S) OF SERVICE(S) TO BE PROVIDED:
ESTIMATED VALUE OF SUBCONTRACT:
PERCENTAGE OF TOTAL GRANT AWARD:

If required by Section V, of Part 1 of this Agreement - General Terms and Conditions and Attachment A, Section IX, Paragraph C, the Grantee shall submit a Business Registration Certificate allowing subcontractor to do business in New Jersey. This Certificate has previously been provided is attached to this agreement.

Borough Of North Plainfield

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

<u>Addendum Number</u>	<u>Dated</u>	<u>Acknowledge Receipt</u> (initial)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

No addenda were received:

Acknowledged for: _____
(Name of Bidder)

By: _____
(Signature of Authorized Representative)

Name: _____
(Print or Type)

Title: _____

Date: _____

Borough of North Plainfield
AFFIRMATIVE ACTION COMPLIANCE NOTICE
N.J.S.A. 10:5-31 and N.J.A.C. 17:27

GOODS AND SERVICES CONTRACTS
(INCLUDING PROFESSIONAL SERVICES)

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

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

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

OR

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

OR

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

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

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

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

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

COMPANY: _____

SIGNATURE: _____

PRINT NAME: _____

TITLE: _____

DATE: _____

Borough of North Plainfield

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.**

AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The Contractor and the Borough of North Plainfield (hereafter "Owner") do hereby agree the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S121 01 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 there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. 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 owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, 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 owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner 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 owner 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 owner or any of its agents, servants, and employees, the *owner shall* expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

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

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

CONTACT PERSON

PLEASE SUPPLY THE NAME, TELEPHONE NUMBER AND FAX NUMBER OF AN EMPLOYEE THAT WE MAY USE AS A CONTACT PERSON REGARDING THE PROPOSAL IF IT IS AWARDED TO YOUR COMPANY.

NAME: _____

PHONE NUMBER: _____

FAX NUMBER: _____

EMAIL: _____

Disclosure of Contributions to ELEC

Starting in January 2007, all business entities are advised of their responsibility to file an annual disclosure statement of political contributions with the New Jersey **Election Law Enforcement Commission** (ELEC) pursuant to N.J.S.A. 19:44A-20.27 if they receive contracts in excess of \$50,000 from public entities in a calendar year. Business entities are responsible for determining if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

Borough Of North Plainfield

BID DOCUMENT CHECKLIST*

Required by owner	Submission Requirement	Initial each required entry and if required submit the item
<input checked="" type="checkbox"/>	Bid Proposal Form	
<input checked="" type="checkbox"/>	Stockholder Disclosure Certification	
<input checked="" type="checkbox"/>	Non-Collusion Affidavit	
<input type="checkbox"/>	References	
<input checked="" type="checkbox"/>	Disclosure Statement	
<input checked="" type="checkbox"/>	Subcontractor Certification	
<input checked="" type="checkbox"/>	Bid Guarantee (with Power of Attorney for full amount of <i>Bid</i> Bond)	
<input checked="" type="checkbox"/>	Receipt of Addenda	
<input checked="" type="checkbox"/>	Consent of Surety (with Power of Attorney for full amount of Bid Price)	
<input checked="" type="checkbox"/>	Mandatory Affirmative Action Language	
<input checked="" type="checkbox"/>	Contact Person Form	
<input checked="" type="checkbox"/>	Americans with Disabilities Act of 1990 Language	
<input checked="" type="checkbox"/>	Proof of Business Registration	

EXHIBIT C

AGREEMENT FOR SERVICES

THIS AGREEMENT is entered into on the _____ day of _____, 2020, by and between BOROUGH OF NORTH PLAINFIELD, a municipality with offices located at 263 Somerset Street, North Plainfield, NJ 07060 (hereinafter referred to as the "Borough") and, _____ located at _____

_____ (hereinafter referred to as "Contractor").

The Borough and Contractor may collectively be referred to as the "Parties".

WITNESSETH:

WHEREAS, the Borough requires services for the completion of the project entitled Washington Park Historic District Design Guidelines to be conducted in accordance with New Jersey State Historic Preservation Office and the Secretary of The Interior's Standards and Guidelines For The Treatment of Historic Properties .

WHEREAS, the Borough desires to approve the selection of Contractor to perform these services and to enter into an agreement for services with Contractor in accordance with the terms and conditions set forth herein (the "Agreement"); and

WHEREAS, the Borough has been presented with a Certified Local Government grant in the amount of \$23,100.00 (with \$0.00 match required) by the New Jersey State Historic Preservation Office ("SHPO") in order to complete Washington Park Historic District Design Guidelines, and the Borough has executed a Grant Agreement in connection with said grant (the "Grant") which is attached hereto as EXHIBIT C and by this reference made a part hereof; and

WHEREAS, Contractor agrees to perform all services in compliance and accordance with the Grant; and

WHEREAS, this Agreement is awarded under the competitive contract process pursuant to the Local Public Contracts Law, N.J.S.A. 40A:11-1, et seq., and given in accordance with N.J.S.A 40A: 11-4.1 and N.J.A.C. 5:34-4.1.

Now, THEREFORE, with the foregoing recital paragraphs incorporated herein by this reference and in consideration of the mutual covenants and promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties hereto, intending to be legally bound hereby covenant and agree as follows:

1. **The Project and Scope of Services Description.** Contractor will provide the following services as set forth herein and subject to the terms and conditions of the Grant:

- a. The Washington Park Historic District Design Guidelines will include:

Introduction – Information about the North Plainfield Historic Commission and its mission, duties and goals, explanation of the intent of the Guidelines, an overview of The Secretary of the Interior’s Standards For The Treatment of Historic Properties, information on the New Jersey and National Registers and the importance of preserving historic resources.

Procedures for Securing a Certificate of Appropriateness (“CofA”) – Details on actions requiring or not requiring a CofA from start to finish, Minor and Major types of applications, and criteria for CofA review.

Brief History of North Plainfield and The WPHD – Information on the development of WPHD and the surrounding areas, including notable residences and businesses.

North Plainfield and WPHD Architecture – Comprehensive information on architectural styles in and around the WPHD with building designations, photos and illustrations.

Guidelines For Treatments – Information including visual examples on repairs, restorations, rehabilitations, maintenance and additions and new construction of: architectural details, paving, sidewalks, roofs, siding, windows and doors, lighting, signs, porches and trim, awnings, signs, accessory buildings, landscaping, masonry, fencing. This will include examples of acceptable treatments and strategies for preserving Key, Contributing and Non-Contributing resources with a selection of before and after photos. The Cape May City Guidelines shall be used as a model.

http://www.capemaycity.com/documents/historicpreservation/hpc_guidelines.pdf

Glossary – Architectural and preservation terms with photos and/or illustrations including terms for types and parts of roofs, windows, siding, gutters, porches, entries, trim and ornamental features.

Building and Safety Code Considerations – Information on codes and how it effects restoration, maintenance, rehabilitation and renovation of historic properties.

Acknowledgements, Resources, References and Links – Maps, HPO logo, funding acknowledgments as shown in **Attachment A**, participants in the project, Borough contacts, and CoA document links.

The successful bidder must create the Washington Park Historic District Guidelines in all formats on or before **September 23, 2020.**

- b. The following final products will be delivered:
 1. Two (2) copies of the initial Guidelines Draft shall be an unbound black and white printed version.
 2. Thirty (30) copies of the final Guidelines which must be 8.5X11 inches, a minimum of 100 (50 Double Sided) pages using 12 point single spaced text and will include a minimum of 200 photographs and/or illustrations.
 3. The Guidelines final as .pdf with index.
 4. The Guidelines final in Microsoft Office format.

All photos, illustrations, maps, reference materials or any product created during the production of the Design Guidelines will remain the Property of the Borough of North Plainfield.

c. A minimum of 3 and up to 6 meeting with the Historic Commission will be required, including one public meeting.

July 15, 2020 – Award of bid.

July 21, 2020 – Meeting with North Plainfield Historic Commission and Consultant to plan the project and to give consultant compiled information, photos, illustrations and any other background materials.

August 14, 2020 – Meeting with Historic Commission and consultant to review work status.

September 8, 2020 – Meeting with Historic Commission and Consultant to review draft and receive comments from the public.

September 23, 2020 – Receive final product, in all formats required.

d. Scheduled timeline: September 23, 2020 – Project deliverables due.

e. Any additional requirements necessary to comply with the Grant and SHPO guidelines.

2. Fees.

The fee to be paid to Contractor for the services to be rendered hereunder and the method of payment thereof shall also be as set forth in the Grant, subject, however, to the following:

a. That 50% of payment of the fee shall be made upon completion of the first Guidelines draft;

b. That 50% of payment of the fee shall be made upon completion of the project being and acceptance by the NJ HPO.

- 3. Compliance with Grant Agreement Terms and Conditions.** Contractor shall comply with all of the terms and conditions of the Grant attached hereto as **EXHIBIT B**. Non-compliance with any of the terms and conditions of the Grant shall constitute a breach of this Agreement. Should the Borough lose any amount of funding as a direct or indirect result of Contractor's non-compliance with any of the terms and conditions of the Grant, Contractor hereby warrants to indemnify the Borough against any such loss of funding.

4. **Standard of Care.** In the performance of its professional services, Contractor will use that degree of care and skill ordinarily exercised under similar conditions in similar localities and no other warranties, express or implied, are made or intended in any of Contractor's proposals, contracts or reports. Contractor shall be entitled to rely upon the accuracy of data and information provided by the Borough or others without independent review or evaluation. Contractor shall perform its services in connection with applicable laws, rules, regulations and standards that are in effect as of the date of this Agreement.

5. **Limitation of Liability: Insurance**

a. Contractor agrees to defend and hold harmless the Borough, its officers, agents and employees against all claims, demands, payments, suits, actions, recovery and judgments of every kind and description arising out of the performance of this Agreement brought or recovered against it by reason of any negligent, reckless or willful action or omission of , its agents or employees.

The Borough hereby agrees to hold harmless Contractor, its officers, agents and employees against all third party claims, demands, payments, suits, actions, recovery and judgments for personal injury and property damages recovered against Contractor which is caused any negligent, reckless or willful action or omission of the Borough, its agents or employees.

b. Contractor shall maintain comprehensive general liability insurance, with limit coverage to afford protection in an amount not less than \$2,000,000.00 combined single limit for injury or death to any one or more persons protecting the Borough as an additional insured against any and all claims for personal injury, death or property damage occurring in or upon the Borough's property or any part thereof; and worker's compensation insurance as required by New Jersey law.

c. All such insurance shall be written by a good and solvent insurance company or companies of recognized standing, admitted to do business in the State of New Jersey, and reasonably acceptable to the Borough. All policies procured by Contractor shall be issued in the names and for the benefit of the Borough and Contractor, as their respective interests may appear.

Contractor shall provide to the Borough, upon request, copies of certificates of insurance evidencing the coverage required hereunder.

Contractor shall cause to be included in all such insurance policies a provision to the effect that the same will be non-cancelable except upon not less than thirty (30) days prior written notice to the Borough, and that there will be no right of subrogation against the Borough.

6. Affirmative Action Rules. During the performance of this Agreement, Contractor agrees to abide by all applicable Department of the Treasury Affirmative Action Rules set forth at 17:27-3.1 et seq. as follows:

- a.** 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 or sex. 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 or sex. Such action shall include, but not be limited to, the following: (i) employment, upgrading, demotion, or transfer; (ii) recruitment or recruitment advertising; (iii) layoff or termination; (iv) rates of pay or other forms of compensation; and (v) selection for training, including apprenticeship. 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 non-discrimination clause.
- b.** Contractor or subcontractor, where applicable, will in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status or sex.
- c.** 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 Contractor 's commitments under applicable law, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- d.** Contractor or subcontractor, where applicable, agrees to comply with the regulations promulgated by the Treasurer of the State of New Jersey ("Treasurer") pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.
- e.** Contractor or subcontractor, where applicable, agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time, or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time.
- f.** Contractor or subcontractor, where applicable, agrees to inform in writing appropriate recruitment agencies in the area, including 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 or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.
- g.** Contractor or subcontractor, where applicable, agrees to revise any of its testing procedures, it 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.
- h.** Contractor or subcontractor, where applicable, 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 or sex, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable federal law and applicable federal court decisions.

- i. Contractor or subcontractor, where applicable, shall furnish such reports or other documents to the Affirmative Action Office as may be requested from time to time in order to carry out the purposes of the regulations of the Treasurer promulgated under P.L. 1975, c.127, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conduction of a compliance investigation pursuant to Subchapter 10 of N.J.A.C. 17:27.

7. **Termination of Agreement.** This Agreement may be terminated by either the Borough or Contractor upon thirty (30) days' written notice in the event of a change in the Project, or an unforeseen circumstance, or upon substantial failure of the other party to perform in accordance with the terms of this Agreement. If terminated by the Borough without cause, Contractor shall be paid all sums due and owing as of the date of termination. If terminated by the Borough with cause, there shall be no further payment to Contractor.
8. **Assignment.** Services provided under this Agreement are for the exclusive use of Borough. Neither the Borough nor Contractor shall assign its interest in this Agreement without the written consent of the other.
9. **Severability.** Should any provision herein be found or deemed to be invalid, this Agreement shall be construed as not containing such provision, and all other provisions which are otherwise lawful shall remain in full force and effect, and to this end the provisions of this agreement are declared to be severable.
10. **Other Agreements.** There are no understandings or agreements between the Parties except as herein expressly stated.

11. **Counterparts / Facsimile.** This Agreement may be executed in one or more counterparts, including counterparts transmitted by facsimile, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
12. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey, excluding choice of law rules thereof.
- Any and all actions to enforce or to interpret this Agreement shall be brought in the Superior Court of New Jersey, Somerset County.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the date first above written.

Attest:

The Borough of North Plainfield

Richard Phoenix Borough Clerk
ID No. 2159135
Notary Public of New Jersey

Michael Giordano Jr., Mayor

Contractor Name

Signature

Notary

Attachment A

North Plainfield Website: <http://northplainfield.org/index.php>

North Plainfield Historic Commission (NPHPC) Chair: Katherine Miller, 917 576-0665, kanimal@earthlink.net

NPHPC Secretary: Stephanie Sherwood, 908 769-2904, ssherwood@npmail.org

North Plainfield Historic Residence Zones Ordinance:
<https://docs.northplainfield.org/ordinances/Ord.%20No.%2019-09%20-%20Historic%20District%20Amendments.pdf>

Link to WPHD Survey of Historic Resources:
<https://docs.northplainfield.org/18-0928%20BRPA%20North%20Plainfield%20Survey.pdf>

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This project received federal financial assistance for the identification and protection of historic properties. Under Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, the U.S. Department of the Interior prohibits discrimination on the basis of race, color, national origin or handicap in its federally assisted programs. If you believe that you have been discriminated against in any program, activity or facility, as described above, or if you desire further information, please write to:

The Office of Equal Opportunity
National Park Service
1849 C Street NE
Washington, DC 20240

See Map on next page

Historic Properties in the Washington Park Historic District, North Plainfield, NJ

Legend

- North Plainfield Borough
 - Other Municipalities
 - Washington Park Historic District
 - Other Historic Districts
- Historic Property Designations
- National Register Listed
 - Locally Designated

