

**\*\*PLEASE NOTE\*\***

In person drop-off shall be through APPOINTMENT ONLY by calling 908-474-8444.  
Appointment hours are Monday through Friday between the hours of 10:00 AM-4:00 PM.  
**You must adhere to all Covid-19 guidelines.** All submissions must be handed directly to an employee of the Purchasing Department and/or have delivery confirmation. We are NOT RESPONSIBLE for deliveries.

# CITY OF LINDEN

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## REQUEST FOR QUALIFICATIONS FOR REDESIGN, DEVELOPMENT, IMPLEMENTATION AND HOSTING OF THE OFFICAL WEBSITE FOR THE CITY OF LINDEN

CITY OF LINDEN

Contract Term

January 1, 2021 through December 31, 2021

### SUBMISSION DEADLINE

11:00 A.M.  
NOVEMBER 5, 2020  
PLANNING BOARD ROOM#215

ADDRESS ALL PROPOSALS TO:

PURCHASING DEPARTMENT  
CITY HALL, 301 NORTH WOOD AVENUE  
LINDEN, NEW JERSEY 07036

ATTN: ANN MARIE WHELAN, PURCHASING AGENT

## **GENERAL INFORMATION & SUMMARY**

### **ORGANIZATION REQUESTING PROPOSAL**

CITY OF LINDEN  
301 NORTH WOOD AVENUE  
LINDEN, NJ 07036

### **CONTACT PERSON**

ANN MARIE WHELAN  
PURCHASING AGENT  
PURCHASING DEPARTMENT – 3<sup>RD</sup> FLOOR  
(908) 474-8444

### **PURPOSE OF REQUEST**

The City of Linden is requesting proposals from qualified individuals and firms to provide Website Design. Proposals 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, 2021 through December 31, 2021

### **CONTRACT FORM**

The successful proposer shall be required to execute the City's form contract, which includes the indemnification, insurance, termination and licensing provisions. A complete copy of a draft City form contract is available upon request.

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

## **DETAILED REQUIREMENTS OF THE REQUEST FOR QUALIFICATIONS FOR COMPUTER SERVICES**

**1. CITY OF LINDEN FACTS AND FIGURES** – The City of Linden is a municipal governmental entity. The City was incorporated in 1925 and operates under N.J.S.A 40:61A-1 et seq. The legislative authority and responsibilities of the City of Linden is vested in the elected eleven-member Council. The Governing Body sets policy, adopts the operating and capital budgets for the City, enacts ordinances and sets the direction of how the City of Linden will provide government services. The Mayor is the City’s chief executive officer and carries out the policies adopted by the Council.

The City’s population is in excess of 40,499 and it consists of approximately 11 square miles of area. The City employs approximately 606 people in about 25 departments and agencies. It owns City Hall, administrative buildings, and parks and recreation facilities. The City’s operating budget is over \$110,451,334.69. It provides significant and diverse services to its residents, including those in the senior, disabled, veterans and other communities.

The website is used by residents, business owners and visitors for a variety of needs. An easy to use website with high functionality is needed for our community to be able to provide a variety of information to a multitude of different users.

**2. NATURE/ SCOPE OF SERVICES** – The City of Linden is requesting proposals for Website Design.

### **Project Overview**

The City of Linden, New Jersey is issuing this Request for Qualifications (“RFQ”) to qualified firms to provide website design services to completely overhaul the municipality website (collectively, “the Respondents.”).

This entire RFQ will be posted on the city’s current website at [www.linden-nj.org](http://www.linden-nj.org).

The current website was designed several years ago and is currently very limited in its functionality, and the navigation needs to be updated and simplified. The current city website is located at <http://www.linden-nj.org>.

### **Respondent Questions & References**

1. Provide a brief bio listing qualifications of each employee that would contribute to developing the website for the city if selected.

- Please note experience with similar projects.
2. Clearly define responsibilities of the city during the web site design process.
  3. Describe the expected interaction between your organization and the city throughout the development and transition process.
  4. Describe the support your organization will provide during design and transition to the new website.
    - Please be specific with respect to type (training, help only, etc.), contact method (phone, email), and available hours for support.
  5. Provide all necessary contact information for your organization.
  6. Provide any additional information about your organization that you feel is relevant to the decision process.
  7. Please provide reference information of at least 3 current or former clients and their current web address.

### **Insurance and Indemnification Requirements**

1. Vendor shall at all times during the term of the agreement carry, maintain, and keep in full force and effect, a policy or policies of Comprehensive General Liability Insurance, with minimum limits of One Million Dollars (\$1,000,000) for each occurrence, combined single limit, against any personal injury, death, loss or damage resulting from the wrongful or negligent acts by Vendor.
2. Vendor shall at all times during the term of the agreement carry, maintain, and keep in full force and effect, a policy or policies of Professional Liability Insurance, with minimum limits of One Million Dollars (\$1,000,000) for each occurrence.
3. The vendor selected during this process may be required to sign a non-disclosure agreement with the Town if it becomes necessary to access Town resources through remote technology or if gaining access to proprietary information. This includes any access allowed to user accounts and passwords.

### **Guidelines & General Information**

1. Vendor proposals may be withdrawn at any time prior to the Proposal Due Date. No proposal may be withdrawn after the Proposal Due Date.

2. Respondents are advised to become familiar with all conditions, instructions, and specifications of this RFQ. By submitting a proposal, Respondent represents and warrants that it has; a. thoroughly examined and become familiar with work required under this RFQ, b. that Respondent has conducted such additional investigation as it deems necessary and convenient, c. that Respondent is capable of providing the equipment, goods and services necessary to furnish, install and support the website for town-wide use in a manner that meets the City of Linden's objectives and specifications as outlined in this RFQ, and d. that Respondent has reviewed and inspected all materials submitted in response to this RFQ. Once the award has been made, a failure to have read the conditions, instructions, and specifications herein shall not be cause to alter the contract or for Vendor to request additional compensation.
3. The Vendor selected for the contract will be responsible for complying with all conditions of this RFQ and any subsequent formal agreements. All responses provided should be as detailed as possible to provide the proposal evaluators with enough information to make a fair assessment of the Vendor's services. Please do not include videos.
4. Each Respondent shall state the delivery date for the work outlined in the PROPOSAL SCOPE in terms of business days during the Vendor's initial timeline meeting, including design and implementation of each phase.
5. Every supplier of materials and services and all contractors doing business with the City of Linden shall be an "Equal Opportunity Employer" as defined by Section 2000 (e) of Chapter 21, Title 42 of the United States Code and Federal Executive Order #11246, as amended by Executive Order No. 11375, and as such shall not discriminate against any person by race, creed, color, religion, age, sex, or physical or mental disabilities with respect to hiring, application for employment, tenure, terms or conditions of employment.

## **Development and Technical Requirements**

### Website Objectives

There are a number of primary objectives to be accomplished by the development of a new website, both focused externally on website visitors and internally on website administrators. Aside from specific functionality, the website should meet the following overarching goals:

- a) Provide accurate, current, comprehensive information to the City of Linden's audiences, in a visually appealing, user-friendly way.
- b) Make it easier for all audiences to interact with the City of Linden.
- c) Move transactions online, for citizens, visitors and businesses to provide convenience for users and convenience and efficiency for the City of Linden.
- d) Provide around-the-clock access to the City of Linden information and transactions.
- e) Provide multifaceted means of interaction with the integration of social media tools.

- f) Reduce City of Linden staff time to handle routine inquiries.
- g) Market and promote the City of Linden.
- h) Offer a variety of communication methods to keep audiences up-to-date, such as e-mail notifications, SMS text messages, and other similar features.
- i) Promote the use of on-site media through photo, audio and video posting methods that encourage user viewing and, when appropriate, feedback and interaction.
- j) Simplify website administration, allowing users of all skill levels the opportunity and means to update assigned sections of the website.
- k) Build upon proven and accepted website development standards, on a content management system such as Wordpress® or similar, while maintaining the flexibility to easily grow and add new functionality for audiences and administrators over time and with minimal cost.
- l) The ability for integration of ESRI/ GIS mapping, e-commerce, connect GIS, on-line bill pay, and other functions that allow for efficient uses of the website and to maintain PCI compliance.
- m) Provide additional marketing for specified departments within the town by providing an attractive “landing page” that relies on more visuals and graphics to push their product than the traditional informational pages.
- n) Provide a minimum of three designs to the City of Linden website committee.
- o) Audience and Site Structure

The website may contain information pertaining to a variety of different audiences; the navigational architecture of the site should therefore take those audiences into consideration, making structure, organization and ease-of-navigation among the top priorities in a website content migration and development process.

**Audiences served by the City of Linden’s website include:**

- Community councils
- Community commissions
- Internal and external municipal committees
- Community residents
- Local and regional businesses
- Potential visitors and tourists
- Local business clientele
- Community or area employees
- Area Chambers of Commerce
- Area Conference and Visitors Bureaus
- Vendors doing business or seeking business with the community
- Area Schools
- Residents or visitors seeking employment
- Local or regional press / media
- Community activists and organizations
- Students

The city expects that the vendor and city will work together to plan and organize information on the site, which most likely will include planning sessions, regular meetings, and continued communication throughout the duration of the website design process.

The city would like to develop a user-based navigation system for the City of Linden’s website users, but should also include other types of navigation to point users to “landing” pages, and particular departments quickly. Please see the examples section below for other municipal websites with the described navigation.

**Home Page: The index page will contain a navigation bar directing users to a limited number of broad categories such as:**

- About the city
- Government
- Resident Services
- Business Services
- Online Services
- Employment

**Examples**

- City of Elizabeth, NJ – ([www.elizabethnj.org](http://www.elizabethnj.org))
- City of Paterson, NJ – ([www.patersonnj.gov](http://www.patersonnj.gov))
- Township of Middletown, NJ – ([www.middletownnj.org](http://www.middletownnj.org))
- City of Englewood, NJ – (<http://cityofenglewood.org>)
- City of Red Bank – ([www.redbanknj.org](http://www.redbanknj.org))
- City of Montclair – ([www.montclairnjsa.org](http://www.montclairnjsa.org))

**Experience and Development Criteria**

Preference will be given to vendors with experience developing municipal government websites, with special attention given to respondent’s breadth of experience, number of references, years of experience and expertise of staff. Additional development criteria include:

- i)** The website will be developed through the cooperation of the City of Linden’s website committee and the vendor and facilitated under the supervision of a dedicated project management professional in the direct employ of the vendor.
- ii)** The city requests that the vendor develop an additional series of “landing” pages for particular departments with a greater marketing need. A preliminary design for these pages has already been completed. These designs will be handed over to the vendor for adjustments and some finishing polish to make it consistent with the rest of the site design.
- iii)** Vendor will supply a team of development professionals to supplement the development process lead by the project’s manager. This team should include staff members skilled in municipal website navigation and architecture, municipal website design and support and training of the content management system.

**iv)** Vendor shall have a proven development process and flexible timeline structure that favors the availability and time commitment of the City of Linden. Vendors should be prepared to share details of their development timelines and processes in proposals submitted to the City of Linden.

**v)** The content management software supported by respondent must be a proven platform for website development and municipal website architecture. Development that is requested and approved by City of Linden through this RFP and contract process should be performed by the vendor utilizing agile software development methodologies that encourage collaboration between the developer and City of Linden.

**vi)** For ease of communication and project development, preference will be given to vendors utilizing their own development staff rather than subcontracting pieces of the project development to additional vendors. Subcontractors or vendor-utilized third-party developers who assist in part or in whole in the development of the website or continuing services shall be fully disclosed in any development proposal.

### **Design Guidelines and Qualifications**

The visitor-facing design of the website should be welcoming, attractive and created by a member or members of the vendor's professional design staff. The final version of the design should be a collaborative effort between the City of Linden and the vendor, incorporating elements that effectively represent the brand and image desired by the City of Linden through a consultative development. Specific design guidelines and qualifications include:

**i)** As a part of standard website project development, the vendor shall develop an original design for City of Linden, with consideration of their preliminary wireframes and, over a period of time during the development of the website, consult with key members of the city's website committee to make revisions and alterations to the vendor's original design submission.

**ii)** Website design must be visually appealing, incorporating the City of Linden's seal where appropriate.

**iii)** Vendor should be able to provide design elements utilizing royalty-free stock photography in the event that representative photography of the City of Linden is unavailable.

**iv)** Design elements should include photographs that are easily updated.

**v)** Website design must remain consistent throughout all pages to maximize usability, except where differentiating between departments and / or sections, such as landing pages for certain departments with a greater marketing need, of the website as requested by the City of Linden.

**vi)** Vendor must have the capability to provide original designs for sub-sites associated with the primary site within the framework of the primary project development period.



**vii)** Design should be compatible with the City of Linden’s marketing and branding program.

**viii)** The final version of the website should be easily identified as the Official Site of the City of Linden.

**ix)** No advertisements, or pay-per-placement graphics, icons, or elements, will be allowed on the website.

**x)** Ownership of the website design and all content should be transferred to the City of Linden upon completion of the project, including full, unlimited access to website code.

### **Website Content Management Guidelines, System Features and Applications**

The vendor’s content management system should be a web-based application that provides the core of the entire development process, being both the platform for development and the tool by which system administrators and contributors can update their new website. The content management system may feature plug-in applications or modules that enhance the functionality of the website, though core features of the CMS should center around ease-of-use, flexibility and, for ongoing stability, an established information architecture and hosting environment.

The system must allow non-technical content contributors the following abilities:

- A way to add, edit and move content directly on an assigned webpage without the need to utilize or be trained on a back-end administrative system.
- Quick and easy access to add and update calendar listings, with editing methods available through a direct, front-end interface or a robust back-end interface.
- Content publishers should be able to add and update menu items if assigned the appropriate permission level.
- The CMS should automatically create and update a sitemap and on-page breadcrumbs when content is added, edited or removed from the site.
- Content publishers should have the ability to assign multiple content records to a single link, allowing for rotating content.
- The CMS must have a rich text editor for content additions and updates that, while allowing flexibility for higher-end content contributors, is simple and straightforward, giving basic content contributors a basic set of fewer options to alter established site styles.
- Users who wish to add simple links – either internal or external – should be provided with an option to do so through an automatic hyperlinking option.

- Content added to the site, whether as a part of page content or additions to plug-in applications or modular elements, shall feature delayed posting and automatic expiration abilities.
- Notification of expiration of site content shall be received by content owners through notifications available via an in-CMS action center, a dashboard administrative display and e-mail notifications.
- All published content on the website shall be automatically archived and retrievable at any time without having to refer to backup tapes.
- Around-the-clock access to support materials including, but not limited to: online training manuals, support FAQs, customer support forums, instructional videos, informational newsletters, informational and support- driven webinars (live and archived), request forms, online education courses and support-related updates through common social networking mediums
- Trained content creators of the content management system shall have access to live support via e-mail or phone during vendor's normal business hours. Respondent shall provide details on support availability in RFP response.

**The system shall also include the following features for use by advanced administrative users:**

- Administrators shall have the ability to add, edit, update and move menu items, affecting overall site structure and organization.
- Reports detailing broken links on the website, including the referring page location so that links can be corrected
- A report detailing all changes and activity taking place on the website through content contributors and administrators; the report shall be filterable by start and end dates, times, by content time and by action taken. All history shall be exportable.
- Feature area control on website pages, including the ability to add featured areas and assign content to those areas
- A method by which administrators can create friendly URLs
- Administration of on-site banners and graphics, with the ability to add new banners and on-site graphical elements and assign those elements to specified areas of the site
- The ability to manage administrative access to the site through a non- separable user permission system that defines in-system rights and workflows for both general content and modular applications that are included as a part of the CMS.

- The permission system shall be divisible into both user administration and group administration, allowing permission levels to be attributed to groups to which users can be added.
- Designated administrators shall have round-the-clock access to live support via phone for emergencies.
- If necessary, one or more Secure Sockets Layer (SSL) certificates to encrypt data contained in site transmissions
- A password-protected area of the website, available only to those users approved to access secure content

### **3. STANDARD REQUIREMENTS OF TECHNICAL PROPOSAL –**

#### **Minimum Requirements for Submitting a Proposal**

Vendor must have been in the business of providing website design and web content management solutions for at least five (5) years.

It is preferred that the vendor have some experience with developing and hosting a website for a governmental entity or non-profit.

Proposers should submit a technical proposal which contains the following:

- A.** The name of the proposer, the principal place of business and, if different, the place where the services will be provided.
- B.** The education, qualifications, experience, and training of all persons who would be assigned to provide services along with their names and titles.
- C.** 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.
- D.** An Affirmative Action Statement (copy of form attached).
- E.** A completed Non-Collusion Affidavit (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.

#### 4. **COST PROPOSAL** –

Proposal shall include the following:

- Cost for development.
- A la cart pricing for website functionality and development above specifications proposed in the RFQ response.
- All associated costs for maintenance, website hosting (unlimited storage and bandwidth), and any other fees. Include frequency of fees.

#### **Inquiries**

All inquiries and comments concerning this RFQ must be directed to Ann Marie Whelan, Purchasing Agent, and sent via e-mail to [awhelan@linden-nj.org](mailto:awhelan@linden-nj.org). Responses to questions or comments provided by any other person, employee, or city office concerning the RFQ will not be valid and will not bind the city.

#### 5. **PROPOSAL EVALUATION** –

#### **Criteria**

One finalist will be determined based on meeting the eligibility, developmental and technical requirements listed below:

- Qualifications and experience of vendor and staff
- Completeness and inclusion of requested information
- Past performance of vendor, including number of clients and references
- Similar projects completed by vendors
- Ability to meet deadlines requested by the City of Linden
- Proposed cost of project
- The ability of the vendor to provide unique functionality
- The ability of the vendor to provide quick and reliable responsiveness to questions or issues
- The ability and opportunity of the vendor to provide other computer related services

The chosen vendor will be notified once a decision is reached. The city has no obligation to proceed with a contractual relationship with any respondent based solely on RFQ responses.

The City will select the most advantageous proposals based on all of the evaluation factors set forth at the end of this RFQ. The City will make the award(s) that is in the best interest of the City.

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

- A. Not select any of the proposals.
- B. Select only portions of a particular proposer's proposal for further consideration (However, proposers may specify portions of the proposal that they consider "bundled".)
- 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. Every proposal should be valid through this time period.

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

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

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

8. **GENERAL TERMS AND CONDITIONS** –

- A. The City reserves the right to reject any or all proposals, if necessary, or to waive any informalities in the proposals, and, unless otherwise specified by the proposer, to accept any item, items or services in the proposals should it be deemed in the best interest of the City to do so.
- B. 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 proposal must be signed by the person authorized to do so.
- E. The contract shall be in effect through December 31, 2021 unless otherwise stated.
- F. Proposals may be hand delivered or mailed consistent with the provisions of the legal notice to proposers. In the case of mailed proposals, the City assumes no responsibility for proposals received after the designated date and time and will return late proposals unopened. Proposals will not be accepted by facsimile or e-mail.
- G. In accordance with Affirmative Action Law, P.L. 1975, c.127 (N.J.A.C. 17:27) with implementation of July 10, 1978, successful proposers must agree to submit individual employer certifications and numbers or complete Affirmative Action employee information report (form AA-302). Also, during the performance of this contract, the contractor agrees as follows: (a) The contractor or subcontractor where applicable, will not discriminate against any employee because of age, race, creed, color, national origin, ancestry, marital status or affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex or handicap. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and section for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause: (b) the contractor or subcontractor, where applicable, will in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants

will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex or handicap; (c) the contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or worker's representative of the contractor's commitments under this act and shall post copies of the notice; (d) the contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the treasurer pursuant to the P.L. 1975, c.127, as amended and supplemented from time to time.

- H. By submission of the proposal, the proposer certifies that the service to be furnished will not infringe upon any valid patent, trademark or copyright and the successful

proposer shall, at its expense, defend any and all actions or suits charging such infringement, and will save the City harmless in any case of any such infringement.

- I.** No proposer shall influence, or attempt to influence, or cause to be influenced, any county 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.
- J.** 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.
- K.** Should any difference arise between the contracting parties as to the meaning or intent of these instructions or specifications, the City Law Department's decision shall be final and conclusive.
- L.** The City of Linden shall not be responsible for any expenditure of monies or other expenses incurred by the proposer in making its proposal.
- M.** 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 proposal.

**END OF GENERAL INSTRUCTIONS**

**BASIS OF AWARD**  
*(To be completed by City evaluation committee)*

**EVALUATION FACTORS**

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



**REQUEST FOR QUALIFICATIONS CHECKLIST**

THIS CHECKLIST MUST BE COMPLETED AND SUBMITTED WITH YOUR PROPOSAL:

**Please initial below, indicating that your proposal includes the itemized document.  
A PROPOSAL SUBMITTED WITHOUT THE FOLLOWING DOCUMENTS IS CAUSE FOR  
REFUSAL.**

INITIAL BELOW

- A. An original and six (6) signed copies of your complete proposal. \_\_\_\_\_
- B. Non-Collusion Affidavit properly notarized. \_\_\_\_\_
- C. Authorized signatures on all forms. \_\_\_\_\_
- D. Business Registration Certificate(s). \_\_\_\_\_
- E. Affirmative Action Statement. \_\_\_\_\_

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

**THE UNDERSIGNED HEREBY ACKNOWLEDGES  
THE ABOVE LISTED REQUIREMENTS.**

NAME OF PROPOSER:

Person, Firm or Corporation

BY:

(NAME)

(TITLE)

**STOCKHOLDER DISCLOSURE CERTIFICATION**

\_\_\_\_\_ 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.

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

\_\_\_\_\_ Partnership          \_\_\_\_\_ Corporation          \_\_\_\_\_ Sole Proprietorship

**PLEASE CHECK APPROPRIATE BOXES ABOVE AND SIGN BELOW**

**Stockholders:**

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

**Home Address:** \_\_\_\_\_

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

**Home Address:** \_\_\_\_\_

**THIS STATEMENT MUST BE INCLUDED WITH BID SUBMISSION.**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name & Title)

Subscribed and sworn before me this \_\_\_\_\_ Day of \_\_\_\_\_, 200

(Notary Public)

My commission expires:

**"Corporate bidders not incorporated in the state of New Jersey may submit with their proposal or shall submit prior to award. A certificate from the office of the Secretary of State of New Jersey certifying that the said corporation is authorized to transact business in the State of New Jersey."**

**EXHIBIT A**  
**N.J.S.A. 10:5-31 and N.J.A.C. 17:27**  
**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE Goods, Professional  
Services and General Service Contracts (Mandatory Affirmative Action Language)**

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

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

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

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

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

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

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

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

## Exhibit A (Continued)

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

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

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

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

**NON-COLLUSION AFFIDAVIT**

STATE OF NEW JERSEY  
COUNTY OF UNION

ss:

I AM

OF THE FIRM OF

UPON MY OATH, I DEPOSE AND SAY:

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

SUBSCRIBED AND SWORN TO

BEFORE ME THIS DAY

OF \_\_\_\_\_ 20\_\_\_\_\_.

(TYPE OR PRINT NAME OF  
AFFIANT UNDER SIGNATURE)

NOTARY PUBLIC OF  
MY COMMISSION EXPIRES: \_\_\_\_\_, 20\_\_\_\_\_.

**STATEMENT OF OWNERSHIP DISCLOSURE**

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

**This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.**

**Name of Organization:** \_\_\_\_\_

**Organization Address:** \_\_\_\_\_

**Part I Check the box that represents the type of business organization:**

- Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- For-Profit Corporation (any type)                       Limited Liability Company (LLC)
- Partnership                       Limited Partnership                       Limited Liability Partnership (LLP)
- Other (be specific): \_\_\_\_\_

**Part II**

- The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be.  
**(COMPLETE THE LIST BELOW IN THIS SECTION)**

**OR**

- No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address

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**Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II**

**If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.****

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

**Please list** the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above.** The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

**Part IV Certification**

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the *<name of contracting unit>* is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with *<type of contracting unit>* to notify the



<*type of contracting unit*> in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the <*type of contracting unit*> to declare any contract(s) resulting from this certification void and unenforceable.

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