Purchasing Department
SUZANNE TAYLOR, QPA
Director of Purchasing

TOWNSHIP OF PARSIPPANY-TROY HILLS

1001 PARSIPPANY BLVD.
PARSIPPANY, NJ 07054

Tel: 973-263-4377

TOWNSHIP OF PARSIPPANY-TROY HILLS
MORRIS COUNTY, NEW JERSEY

PUBLIC NOTICE FOR THE SOLICITATION OF REQUEST FOR QUALIFICATIONS FOR PROFESSIONAL SERVICE CONTRACTS

NOTICE IS HEREBY GIVEN that sealed request for qualifications submissions will be received by the Township of Parsippany-Troy Hills Director of Purchasing for the services set forth below in accordance with the "fair and open process" pursuant to N.J.S.A. 19:44A-20.5, et seq.:

	RFQ#	PROFESSIONAL SERVICE
➢	RFQ2027-19	Township Attorney

Submission package may be examined or obtained at the Township Purchasing Office, Township of Parsippany-Troy Hills, 1001 Parsippany Boulevard (phone 973-263-4377), Monday through Friday during business hours, 8:30 a.m. to 4:30 p.m. or downloadable on the Township's website www.parsippany.net.

Request for qualifications ("RFQ") responses shall be submitted to Suzanne Taylor, Director of Purchasing, Township of Parsippany-Troy Hills, 1001 Parsippany Boulevard, Parsippany, New Jersey 07054, on or before **FRIDAY, DECEMBER 4, 2026,** at 10:00 am prevailing time, at which time said responses will be publicly opened and read in the Municipal Chambers.

Responses must be enclosed in a sealed envelope. The service provider must indicate the following on the outside of the envelope: (1) the name and address of the service provider; (2) the RFQ# and Title of Professional Service; and (3) "**Sealed RFQ Response**". Responses may be delivered by hand, overnight courier or mail. The envelope containing the response must be received by the Township of Parsippany-Troy Hills by the date and time set forth above. No late responses will be accepted.

If awarded a contract, your company/firm shall be required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1.1 et. seq.

Contracts will be awarded based on the most advantageous responses. The Township of Parsippany-Troy Hills reserves the right to reject any or all responses.

Suzanne Taylor
Director of Purchasing

TOWNSHIP OF PARSIPPANY-TROY HILLS
County of Morris
State of New Jersey

REQUEST FOR QUALIFICATIONS (RFQ)

FAIR & OPEN PUBLIC SOLICITATION PROCESS

PROFESSIONAL SERVICE: TOWNSHIP ATTORNEY

Submission Date:
FRIDAY, DECEMBER 4, 2026
10:00 A.M. prevailing time

TOWNSHIP OF PARSIPPANY-TROY HILLS
MORRIS COUNTY, NEW JERSEY

PUBLIC NOTICE FOR THE SOLICITATION OF REQUEST FOR QUALIFICATIONS FOR PROFESSIONAL SERVICE CONTRACTS

NOTICE IS HEREBY GIVEN that sealed request for qualifications submissions will be received by the Township of Parsippany-Troy Hills Director of Purchasing for the services set forth below in accordance with the "fair and open process" pursuant to N.J.S.A. 19:44A-20.5, et seq.:

	RFQ#	**PROFESSIONAL SERVICE**
➢	RFQ2027-19	Township Attorney

Submission package may be examined or obtained at the Township Purchasing Office, Township of Parsippany-Troy Hills, 1001 Parsippany Boulevard (phone 973-263-4377), Monday through Friday during business hours, 8:30 a.m. to 4:30 p.m. or downloadable on the Township's website www.parsippany.net.

Request for qualifications ("RFQ") responses shall be submitted to Suzanne Taylor, Director of Purchasing, Township of Parsippany-Troy Hills, 1001 Parsippany Boulevard, Parsippany, New Jersey 07054, on or before **FRIDAY, DECEMBER 4, 2026,** at 10:00 am prevailing time, at which time said responses will be publicly opened and read in the Municipal Chambers.

Responses must be enclosed in a sealed envelope. The service provider must indicate the following on the outside of the envelope: (1) the name and address of the service provider; (2) the RFQ# and Title of Professional Service; and (3) "**Sealed RFQ Response**". Responses may be delivered by hand, overnight courier or mail. The envelope containing the response must be received by the Township of Parsippany-Troy Hills by the date and time set forth above. No late responses will be accepted.

If awarded a contract, your company/firm shall be required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1.1 et. seq.

Contracts will be awarded based on the most advantageous responses. The Township of Parsippany-Troy Hills reserves the right to reject any or all responses.

Suzanne Taylor
Director of Purchasing

INVITATION TO SUBMIT QUALIFICATIONS

Proposals are being solicited through a fair and open process in accordance with *N.J.S.A.* 19:44A-20.1, *et seq.*

Copies of Request for Qualifications (RFQ) will be available at the Township Purchasing Office, located at 1001 Parsippany Boulevard, Parsippany, New Jersey.

These qualifications are being sought pursuant to the Local Public Contract Laws.

Sealed RFQ responses must be received by the Purchasing Agent no later than 10:00 a.m. on Friday, December 4, 2026. Proposals (one original and one copy) shall be submitted in a sealed envelope to:

Suzanne Taylor, Director of Purchasing
Township of Parsippany-Troy Hills
1001 Parsippany Boulevard
Parsippany, New Jersey 07054

Respondents are expected to examine the RFQ with care and observe all its requirements. All questions about the meaning or intent of this RFQ shall be submitted in writing no less than 5 days prior to the due date of the proposal. All interpretations and clarifications considered necessary by the Township's representative in response to such comments and questions shall be responded to no less than 5 days prior to the due date of the proposal and will be posted online at www.parsippany.net.

The Township assumes no responsibility and liability for costs incurred by the Respondents prior to the issuance of an agreement. The liability of the Township shall be limited to the terms and conditions of the contract. Respondents will assume responsibility for all costs not stated in their proposals. All unit rates either stated in the proposal or used as a basis for its pricing are required to be all-inclusive. Additional charges, unless incurred for additional work performed by request of the Township, are not to be billed and will not be paid.

Any contract entered into between the Respondent and the Township must be in accordance with and subject to compliance by both parties with the New Jersey Local Public Contracts Law. The Respondent must agree to comply with the nondiscrimination provisions and all other laws and regulations applicable to the performance of services there under. The Respondent shall sign and acknowledge such forms and certificates as may be required by this section.

No corporation or partnership shall be awarded any contract for the performance of any work or the furnishing of any goods, unless, with receipt of the proposal of said corporation or partnership, there is submitted a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own ten (10) percent or greater interest therein. The Respondent shall complete and submit the form of statement that is included in this RFQ.

The Township shall retain all of its rights and interest in any and all documents and property both hard copy and digital furnished by the Township to the Respondent for the purpose of assisting the Respondent in the performance of this contract. All such items shall be returned immediately to the Township at the expiration or termination of the contract or completion of any related services, pursuant thereto, whichever comes first. None of the documents and/or property shall, without the written consent of the Township, be disclosed to others or used by the Respondent or permitted by the Respondent to be used by their parties at any time except in the performance of the resulting contract.

Ownership of all data, materials and documentation originated and prepared for the Township pursuant to this contract shall belong exclusively to the Township. All data, reports, computerized information, programs and materials related to this project shall be delivered to and become the property of the Township upon completion of the project. The Respondent shall not have the right to use, sell, or disclose the total of the interim or final work products, or make available to third parties, without the prior written consent of the Township. All information supplied to the Township may be required to be supplied on CD-ROM media compatible with the Township's computer operating system, windows based, Microsoft Office Suite.

Termination: If, through any cause, the Respondent shall fail to fulfill in a timely and proper manner obligations under the contract or if the Respondent violates any requirements of the contract, the Township shall have the right to terminate the contract by giving written notice to the Respondent of such termination at least thirty (30) days prior to the proposed effective date of the termination, unless the contract contains more favorable terms to the Township. Such termination shall relieve the Township of any obligation for the balances to the Respondent of any sum or sums as set forth in the contract.

The right to reject any or all proposals and to waive immaterial formalities is reserved by the Township.

SCOPE OF SERVICES & EVALUATION CRITERIA

The Township of Parsippany-Troy Hills ("Township") is soliciting qualifications to provide for the following Professional Services:

RFQ2027-19: Township Attorney

Scope of Services:

The Township seeks Request for Qualifications from law firms licensed to practice law in the State of New Jersey that wish to provide general counsel services to the Township as directed by the Township Mayor and Council or other appropriate official within the Township for a contract period beginning on January 1, 2027 and continuing through December 31, 2027.

Respondents must have significant experience representing New Jersey Municipalities and/or Public Entities as Municipal Attorney, General Counsel and/or Corporate Counsel. The successful firm will provide the Township with legal guidance and representation relating to, but not necessarily limited to the following: performing legal research and providing advisory opinions as needed; reviewing, analyzing and advising the Township on any application before it; reviewing and/or drafting resolutions and ordinances; attending all meetings of the Mayor and Council and any other Board or Committee, as directed; performing all requirements of the position of Township Attorney; notifying the Township of changes in the law or regulations, as well as Court decisions that may impact the Township and its Officials; and, any other matters directed by appropriate Township Officials.

The Township Attorney shall also have experience with and be able to provide legal services including but not limited to performing legal research and providing advisory opinions as needed; researching and drafting ordinances, resolutions and collective bargaining agreements; reviewing and/or drafting contracts and other legal documents; attending meetings of the Mayor and Council; and, any other matters as directed by the Township.

The Township Attorney shall supervise and oversee all legal matters, whether or not same are assigned to any designated Special Counsel.

In summary, the successful firm will provide the Township with legal guidance relating to, but not necessarily limited to:

1. Legal research and/or advisory opinions as needed;
2. Review, analyze and advise the Township on any application before it;
3. Review, draft and approve as to form and sufficiency all legal documents, contracts, deeds, ordinances and resolutions made, executed or adopted by or on behalf of the Township;
4. Attend all meetings of the Township Council and any other board or committee as directed;
5. Notify the Township of changes in law or regulations, as well as Court decisions, that impact the Township and its officials;
6. Any other matters as directed by the appropriate Township official(s);

Compensation will be as follows:

- **$195.00 per hour**
- Redevelopment work subject to negotiation of financial agreements with developers
- Copy Cost: Direct Reimbursement
- Postage: Direct Reimbursement
- Travel Expenses: Prevailing IRS rate/mile plus Tolls and Parking
- Court Fees: Direct Reimbursement
- Filing Fees: Direct Reimbursement
- Transcript Cost: Direct Reimbursement
- Any other reasonable and necessary expenses incurred in the course of performing the contract: Direct Reimbursement

Qualifications responses will be evaluated by the Township of Parsippany-Troy Hills on the basis of the most advantageous and other factors considered. The evaluation will consider:

1. Experience and reputation in the field.
2. Knowledge of the Township of Parsippany-Troy Hills and of legal matters concerning the Township, and of the subject matter to be addressed under the area of expertise.

3. Familiarity with courts and administrative tribunals before which Township matters may be brought.
4. Two (2) samples of the attorney's work product prepared within the past 24 months.
5. Other factors to be demonstrated to be in the best interest of the Township of Parsippany-Troy Hills.

Each criteria will be scored from 0 – 10, 0 being the lowest, 10 being the highest for each factor. Each criteria have equal weight on scoring.

Scoring of submissions will be made by an evaluation committee, except that if any submission is made by a law firm with which the Township Attorney is associated, the Township Attorney will not participate in any way with the review of that submission.

SCHEDULE OF EVENTS

EVENT	DATE
RFQ Issue Date	11/10/26
RFQ Response Due Date	12/04/26

SECTION 1: PROJECT OVERVIEW AND INSTRUCTIONS

1.0 PROJECT OVERVIEW

The Township seeks Qualifications to provide professional services listed herein.

1.1 CONTRACT TERM

The contract term begins on January 1, 2027 and continues through December 31, 2027.

1.2 SINGLE POINT OF CONTACT

From the date this Request for Qualifications (RFQ) is issued until a proposer is selected and the selection is announced by the procurement officer, **proposers may not communicate with any Township staff, council member or other officials regarding this procurement, except at the direction of Suzanne Taylor** the procurement officer in charge of the solicitation. Any unauthorized contact may disqualify the proposer from further consideration. Contact information for the single point of contact is as follows:

Procurement Officer: Suzanne Taylor
Township of Parsippany-Troy Hills
1001 Parsippany Boulevard
Parsippany, New Jersey 07054
Phone: 973-263-4377
E-mail: STaylor@parsippany.net

1.3 REQUIRED REVIEW

1.3.1 Review RFQ. Proposers should carefully review all instructions, mandatory requirements, specifications, standard terms and conditions set out in this RFQ and promptly notify the procurement officer identified above in writing, fax or via e-mail of any ambiguity, inconsistency, unduly restrictive specifications, or error which they discover upon examination of this RFQ. This should include any terms or requirements within the RFQ that either preclude the proposer from responding to the RFQ or add unnecessary cost.

This notification must be accompanied by an explanation and suggested modification and be received by the deadline for receipt e-mailed inquiries set forth below. The Township will make any final determination of changes to the RFQ.

1.3.2 Form of Questions. Proposers with questions or requiring clarification or interpretation of any section within this RFQ must address these questions in writing, via e-mail, to the procurement officer referenced above on or before 11/30/26. Each question must provide clear reference to the section, page, and item in question. Questions received after the deadline may not be considered.

1.3.3 Township Response. The Township will provide written answers to proposers' questions. Any other form of interpretation, correction, or change to this RFQ will not be binding. Proposers must sign and return any addendum with their RFQ response. Questions and responses will be posted online at www.parsippany.net.

1.4 PRE-PROPOSAL CONFERENCE

No pre-proposal conference is scheduled.

1.5 GENERAL REQUIREMENTS

1.5.1 Acceptance of Standard Terms and Conditions/Contract. By submitting a response to this RFQ, proposer agrees to acceptance of the standard terms and conditions as set out in this RFQ. Much of the language included in the standard terms and conditions reflects requirements of New Jersey law. Requests for additions or exceptions to the standard terms and conditions including any necessary licenses, or any added provisions must be submitted to the procurement officer referenced above by the date for receipt of written/e-mailed questions and must be accompanied by an explanation of why the exception is being sought and what specific effect it will have on the proposer's ability to respond to the RFQ or perform the contract. Any material exceptions requested and granted to the standard terms and conditions language will be addressed in any formal written addendum issued for this RFQ and will apply to all proposers submitting a response to this RFQ. The Township will make any final determination of changes to the standard terms and conditions.

1.5.2 Resulting Contract. This RFQ and any addenda, the proposer's RFQ response, including any amendments and any clarification question responses, shall be included in any resulting contract. The Township's contract contains the contract terms and

conditions which will form the basis of any contract between the Township and the selected proposer. In the event of a dispute as to the duties and responsibilities of the parties under this contract, the contract, along with any attachments prepared by the Township, will govern in the same order of precedence as listed in the contract.

1.5.3 Mandatory Requirements. To be eligible for consideration, a proposer ***must*** meet the intent of all mandatory requirements. The Township will determine whether a proposer's RFQ response complies with the intent of the requirements. RFQ responses that do not meet the full intent of all requirements listed in this RFQ may be subject to point reductions during the evaluation process or may be deemed non-responsive.

1.5.4 Understanding of Specifications and Requirements. By submitting a response to this RFQ, proposer agrees to an understanding of and compliance with the specifications and requirements described in this RFQ.

1.5.5 Proposer's Signature. The proposals must be signed in ink by an individual authorized to legally bind the business submitting the proposal. The proposer's signature on a proposal in response to this RFQ guarantees that the offer has been established without collusion and without effort to preclude the Township from obtaining the best possible supply or service. Proof of authority of the person signing the RFQ response must be furnished upon request.

1.5.6 Offer in Effect for 60 Days. A proposal may not be modified, withdrawn or canceled by the proposer for a 60-day period following the deadline for proposal submission as defined in the Schedule of Events and proposer so agrees in submitting the proposal.

1.6 SUBMITTING A PROPOSAL

1.6.1 Organization of Proposal. Proposers shall organize their proposal into sections that follow the format of this RFQ. A point-by-point response to all numbered sections, subsections, and appendices is required. If no explanation or clarification is required in the proposer's response to a specific subsection, the proposer shall indicate so in the point-by-point response or utilize a blanket response for the entire section with the following statement:

"(Proposer's Name)" understands and will comply.

1.6.2 Failure to Comply with Instructions. Proposers failing to comply with these instructions may be subject to point deductions.

1.6.3 Copies Required and Deadline for Receipt of Proposals. Proposers must submit one (1) original proposal, one (1) copy to the Township. Proposals must be sealed and labeled on the outside of the package. The service provider must clearly indicate the following on the outside of the envelope: (1) the name and address of the service provider; (2) the RFQ# and Title of the Professional Service for which the response is submitted and (3) "**Sealed RFQ Response**". ***Proposals must be received by Suzanne Taylor, Purchasing Agent, prior to 10:00 AM, local time, December 4, 2026.***

Forward proposals to:	**Township of Parsippany-Troy Hills**
	Suzanne Taylor, Director of Purchasing
Via U S Postal Service:	**1001 Parsippany Boulevard**
	Parsippany, NJ 07054
Via Courier Service:	**Same address as above**

1.6.4 Late Proposals. ***Regardless of cause, late proposals will not be accepted and will automatically be disqualified from further consideration.*** It shall be the proposer's sole risk to assure delivery at the designated office by the designated time. Late proposals will not be opened and will be returned to the proposer at the expense of the proposer or destroyed if requested.

1.7 COST OF PREPARING A PROPOSAL

1.7.1 Township Not Responsible for Preparation Costs. The costs for developing and delivering responses to this RFQ and any subsequent presentations of the proposal as requested by the Township are entirely the responsibility of the proposer. The Township is not liable for any expense incurred by the proposer in the preparation and presentation of their proposal or any other costs incurred by the proposer prior to execution of a contract.

1.7.2 All Timely Submitted Materials Become Township Property. All materials submitted in response to this RFQ become the property of the Township and are to be appended to any formal documentation, which would further define or expand any contractual relationship between the Township and proposer resulting from this RFQ process.

SECTION 2: RFQ STANDARD INFORMATION

2.0 AUTHORITY

This RFQ is issued under the authority of the Township of Parsippany-Troy Hills. The RFQ process is a procurement option allowing the award to be based on stated evaluation criteria. No other evaluation criteria, other than as outlined in the RFQ, will be used.

2.1 PROPOSER COMPETITION

The Township encourages free and open competition among proposers. Whenever possible, the Township will design specifications, proposal requests, and conditions to accomplish this objective, consistent with the necessity to satisfy the Township's need to procure technically sound, cost-effective services and supplies.

2.2 RECEIPT OF PROPOSALS AND PUBLIC INSPECTION

2.2.1 Public Information. All information received in response to this RFQ, including copyrighted material, is deemed public information and will be made available for public viewing after the time for receipt of proposals has passed with the following four exceptions: (1) bona fide trade secrets meeting the requirements of the Uniform Trade Secrets Act, Title 30, chapter 14, part 4, MCA, that have been properly marked, separated, and documented; (2) matters involving individual safety as determined by the Township; (3) any company financial information requested by the Township to determine vendor responsibility, unless prior written consent has been given by the proposer and (4) other constitutional protections, or not subject to disclosure according to OPRA guidelines.

2.2.2 Procurement Officer Review of Proposals. Upon opening the proposals received in response to this RFQ, the procurement officer in charge of the solicitation will review the proposals and separate out any information that meets the referenced exceptions in Section 2.2.1 above, providing the following conditions have been met:

- Confidential information is clearly marked and separated from the rest of the proposal.
- The proposal does not contain confidential material in the cost or price section.
- An affidavit from a proposer's legal counsel attesting to and explaining the validity of any trade secret claim asserted by the proposer.

Information separated out under this process will be available for review only by the procurement officer, the evaluation committee members, and limited other designees. Proposers must be prepared to pay all legal costs and fees associated with defending a claim for confidentiality in the event of a "right to know" (open records) request from another party.

2.3 CLASSIFICATION AND EVALUATION OF PROPOSALS

2.3.1 Initial Classification of Proposals as Responsive or Non responsive. All proposals will initially be classified as either "responsive" or "non responsive". Proposals may be found nonresponsive any time during the evaluation process if any of the required information is not provided; or the proposal is not within the plans and specifications described and required in the RFQ. If a proposal is found to be nonresponsive, it may be subject to point deductions.

2.3.2 Determination of Responsibility. The Township will determine whether a proposer has met the standards of responsibility. Such a determination may be made at any time during the evaluation process if information surfaces that would result in a determination of non-responsibility.

2.3.3 Evaluation of Proposals. The Township will evaluate the proposals and recommend whether to award the contract to the firm determined to best meet the needs of the Township or, if necessary, to seek discussion in order to determine the firm to be selected. All responsive proposals will be evaluated based on stated evaluation criteria. The Township may consider such factors as accepted industry standards and a comparative evaluation of all other qualified RFQ responses in terms of differing quality and contractual factors. These will be used to determine the most advantageous offering to the Township.

2.3.4 Completeness of Proposals. Selection and award will be based on the proposer's proposal and other items outlined in this RFQ. Submitted responses may not include references to information located elsewhere, such as Internet websites or libraries, unless specifically requested. Information or materials presented by proposers outside the formal response or subsequent discussion may not be considered.

2.3.5 Opportunity for Discussion and/or Oral Presentation/Product Demonstration. After receipt of all proposals and prior to the determination of the award, the Township may initiate discussions with one or more proposers should clarification be necessary. In either case, proposers should be prepared to send qualified personnel to the Township of Parsippany-Troy Hills to discuss technical and contractual aspects of the proposal. Oral presentations/demonstrations, if requested, shall be at the proposer's expense.

2.3.6 Contract Award. Contract award, if any, will be made to the proposer or proposers who the Township determines can best provide the services required and provides all required documents. A formal contract incorporating this RFQ, including Attachments A and B and the selected proposal, will be executed by all parties.

2.4 TOWNSHIP'S RIGHTS RESERVED

While the Township has every intention to award a contract as a result of this RFQ, issuance of the RFQ in no way constitutes a commitment by the Township to award and execute a contract. Upon a determination that such action would be in its best interest, the Township, in its sole discretion, reserves the right to cancel or terminate this RFQ; reject any or all proposals received in response to this RFQ; waive any undesirable, inconsequential, or inconsistent provisions of this RFQ which would not have significant impact on any proposal; not award if it is in the best interest of the Township not to proceed with contract execution; or if awarded, terminate any contract if the Township determines adequate funds are not available.

SECTION 3: PROPOSER QUALIFICATIONS

3.0 REFERENCES

Proposer may provide references that are using services of the type proposed in this RFQ. The references may include county government, municipalities or universities where the proposer, preferably within the last three years, has successfully completed three contracts of this type. At a minimum, the proposer may provide the entities name, the location where the services were provided, contact person(s), contact's position, customer's telephone number, a complete description of the service type, dates the services were provided, and cost of services. These references may be contacted to verify proposer's ability to perform the contract. The Township reserves the right to use any information or additional references deemed necessary to establish the ability of the proposer to perform the conditions of the contract.

3.1 RESUMES/COMPANY PROFILE and EXPERIENCE

Proposer shall specify how long the individual/company submitting the proposal has been in the business of providing services similar to those requested in this RFQ and under what company name. A resume or summary of qualifications, work experience, education, skills, etc., which emphasizes previous experience in this area should be provided for all key personnel who will be involved with any aspects of the contract.

SECTION 4: PAYMENT TERMS

Although total contract costs will not be the determining factor, budget or allocations of funds will be considered.

4.0 Payments for services for contracts awarded will be paid upon the submission of itemized invoices detailing the work done and the time expended. Block billing will not be permitted. Payment will only be made following the formal approval on the claims list by the Township of Parsippany-Troy Hills at its subsequent regular meeting.

SECTION 5: EVALUATION CRITERIA

5.0 EVALUATION CRITERIA AND EVALUATION PROCEDURE

The evaluation committee will review all proposals to determine if they satisfy the RFQ requirements and evaluate the proposals in accordance with the above described criteria and score each submission to determine which proposals to recommend to the governing body for award or to seek discussions before awarding a contract. The respondent or respondents determined to best meet the Township needs will then be recommended to the governing body for award of contract, based on all relevant factors.

5.1 EVALUATION CRITERIA

The evaluation committee will review and evaluate the offers as specified in the "Scope of Services and Evaluation Criteria" section. The respondent determined to best meet the Township needs will then be recommended to the governing body for award of contract, based on price and other factors.

SECTION 6: ADDITIONAL REQUIREMENTS

6.1 AMERICANS WITH DISABILITIES ACT OF 1990

This subsection ☒ is, ☐ is not incorporated into the contract.

The contractor and the Township of Parsippany-Troy Hills (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. § 12101, 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 contract. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this contract, nor shall 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 contract or otherwise at law.

6.2 RETENTION OF RECORDS

This subsection ☒ is, ☐ is not incorporated into the contract.

Pursuant to N.J.A.C. 17:44-2.2 (see also N.J.S.A. 52:15C-14(d)), the contractor shall maintain all documentation related to products, transactions or services under the contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

6.3 PAY TO PLAY

This subsection ☒ is, ☐ is not incorporated into the Contract.

Business entities are advised of their responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-20.13 (P.L. 2005, c.271, § 3) if they received 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.

6.4 PROOF OF BUSINESS REGISTRATION CERTIFICATE (BRC)

This subsection ☒ is, ☐ is not incorporated into the Contract.

Pursuant to N.J.S.A. 52:32-44, the Township of Parsippany-Troy Hills ("Contracting Agency") is prohibited from entering into a contract with an entity unless the bidder/proposer/contractor, and each subcontractor that is required by law to be named in a bid/proposal/contract has a valid Business Registration Certificate on file with the Division of Revenue and Enterprise Services within the Department of the Treasury.

Prior to contract award or authorization, the contractor shall provide the Contracting Agency with its proof of business registration and that of any named subcontractor(s).

Subcontractors named in a bid or other proposal shall provide proof of business registration to the bidder, who in turn, shall provide it to the Contracting Agency prior to the time a contract, purchase order, or other contracting document is awarded or authorized.

During the course of contract performance:

(1) the contractor shall not enter into a contract with a subcontractor unless the subcontractor first provides the contractor with a valid proof of business registration.
(2) the contractor shall maintain and submit to the Contracting Agency a list of subcontractors and their addresses that may be updated from time to time.
(3) the contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into the State. Any questions in this regard can be directed to the Division of Taxation at (609)292-6400. Form NJ-REG can be filed online at http://www.state.nj.us/treasury/revenue/busregcert.shtml.

Before final payment is made under the contract, the contractor shall submit to the Contracting Agency a complete and accurate list of all subcontractors used and their addresses.

Pursuant to N.J.S.A. 54:49-4.1, a business organization that fails to provide a copy of a business registration as required, or that provides false business registration information, shall be liable for a penalty of $25 for each day of violation, not to exceed $50,000, for each proof of business registration not properly provided under a contract with a contracting agency.

Emergency Purchases or Contracts

For purchases of an emergent nature, the contractor shall provide its Business Registration Certificate within two weeks from the date of purchase or execution of the contract or prior to payment for goods or services, whichever is earlier.

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	Address

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	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 ***Township of Parsippany-Troy Hills*** 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 ***Township of Parsippany-Troy Hills*** to notify the ***Township of Parsippany-Troy Hills*** 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 ***Township of Parsippany-Troy Hills*** to declare any contract(s) resulting from this certification void and unenforceable.

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

AFFIDAVIT OF NON-COLLUSION

STATE OF NEW JERSEY)
) ss.:
COUNTY OF)

I, _____ residing at _____ in the City/Town/Township/Borough of _____, and State of _____ , of full age, being duly sworn according to law upon my oath depose and say:

1. I am the _____of the firm of _____, the bidder making the bid for the Township of Parsippany-Troy Hills ("Township") project, services and/or material bid, and I executed the Bid Proposal Form with full authority to do so; and I state that the 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/or material bid, and that all statements contained in the bid and in this Affidavit are true and correct, and made with full knowledge that the Township relies upon the truth of the statements contained in the Bid Documents completed and submitted by the bidder, and in the statements contained in this Affidavit, in awarding the contract for the said project, services and/or material bid.

2. 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 _____.

_____
(Signature of Affiant)

Subscribed and sworn to before me
this _____ day of _____, 20__.

_____
(Printed Name)

_____
NOTARY PUBLIC

_____
(Title)

EEO/AFFIRMATIVE ACTION COMPLIANCE NOTICE
N.J.S.A. 10:5-31 AND N.J.A.C. 17:27
GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

All goods, professional service and general service contracts are required to submit evidence of appropriate affirmative action compliance to the Township of Parsippany-Troy Hills and Division of Public Contracts Equal Employment Opportunity Compliance. During a review, Division representatives will review the Township files to determine whether the affirmative action evidence has been submitted by the vendor/contractor. Specifically, each vendor/contractor shall submit to the Township of Parsippany-Troy Hills, prior to the execution of the contract, **one** of the following documents:

Goods and General Service Vendors

1. Letter of Federal Approval indicating that the vendor is under an existing Federally approved or sanctioned affirmative action program. A copy of the approval letter is to be provided by the vendor to the Township of Parsippany-Troy Hills and the Division. This approval letter is valid for one year from the date of issuance.

Do you have a federally approved or sanctioned EEO/AA program? Yes □ No □
If yes, please submit a copy of such approval.

-OR-

2. A Certificate of Employee Information Report (hereafter "Certificate"), issued in accordance with N.J.A.C 17:27-4 or 4.3 The vendor must provide a copy of the Certificate to the Township of Parsippany-Troy Hills as evidence of its compliance with the regulations. The Certificate represents the review and approval of the vendor's Employee Information Report, Form AA-302 by the Division. The period of validity of the Certificate is indicated on its face. Certificate must be renewed prior to their expiration date in order to remain valid.

Do you have a State Certificate of Employee Information Report Approval? Yes □ No □
If yes, please submit a copy of such certificate.

-OR-

3. The successful vendor shall complete an Initial Employee Report, Form AA-302 and submit it to the Division with $150.00 Fee and forward a copy of the Form to the Township of Parsippany-Troy Hills. Upon submission and review by the Division, this report shall constitute evidence of compliance with the regulations. Prior to execution of the contract, the EEO/AA evidence must be submitted.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) on the Division website http://www.state.nj.us/treasury/contract_compliance/.

The successful vendor(s) must submit the AA302 Report to the Division of Public Contracts Equal Employment Opportunity Compliance, with a copy to the Public Agency.

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 and agrees to furnish the required forms of evidence.

COMPANY:_____ SIGNATURE:_____

PRINT NAME:_____ TITLE:_____

DATE:_____

EXHIBIT A

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

GOODS, GENERAL SERVICES, AND PROFESSIONAL SERVICES 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 ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, 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 equal employment opportunity 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 will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer advising the labor union of the contractor's commitments under this chapter 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 meet targeted county employment goals established in accordance with 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, and labor unions, that it does not discriminate on the basis of age, race, 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 targeted 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, race, 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 or services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval;

Certificate of Employee Information Report; or

Employee Information Report Form AA-302 (electronically provided by the Division and distributed to the public agency through the Division's website at: http://www.state.nj.us/treasury/contract_compliance/.

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program 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 Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1. et seq.

Township of Parsippany-Troy Hills
Division of Purchasing
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Solicitation Number:_____ **Respondent/Bidder:**_____

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that the person or entity, or one of the person or entity's parents, subsidiaries, or affiliates, is identified on the Department of the Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found of the Division's website at https://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf. Bidders must review this list prior to completing the below certification. **Failure to complete the certification will render a bidder's proposal non-responsive.** If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

PLEASE CHECK THE APPROPRIATE BOX:

☐ **I certify, pursuant to Public Law 2012, C. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed** on the N.J. Department of Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. **I will skip Part 2 and sign and complete the Certification below.**

OR

☐ **I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below.** Failure to provide such will result in proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN.
You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one if its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

EACH BOX WILL PROMPT YOU TO PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, PLEASE PHOTOCOPY THIS FORM.

Name_____ Relationship to Bidder/Offeror_____

Description of Activities _____

_____

Duration of Engagement_____ Anticipated Cessation Date _____

Bidder/Offeror Contact Name_____ Contact Phone Number _____

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the Township of Parsippany-Troy Hills is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the Township to notify the Township in writing of any changes to the answers of information contained herein. I acknowledge 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 recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the Township of Parsippany-Troy Hills and that the Township at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name(Print):_____ Signature:_____

Title:_____ Date:_____

CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARS

Pursuant to N.J.S.A. 52:32-60.1, et seq. (L. 2022, c. 3) any person or entity (hereinafter "Vendor[i]") that seeks to enter into or renew a contract with a State agency for the provision of goods or services, or the purchase of bonds or other obligations, must complete the certification below indicating whether or not the Vendor is identified on the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, available here: https://sanctionssearch.ofac.treas.gov/. If the Department of the Treasury finds that a Vendor has made a certification in violation of the law, it shall take any action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, certify that I have read the definition of "Vendor" below, and have reviewed the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, and having done so certify:

(Check the Appropriate Box)

☐ A. That the Vendor is not identified on the OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus.

OR

☐ B. That I am unable to certify as to "A" above, because the Vendor is identified on the OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus.

OR

☐ C. That I am unable to certify as to "A" above, because the Vendor is identified on the OFAC Specially Designated Nationals and Blocked Persons list. However, the Vendor is engaged in activity related to Russia and/or Belarus consistent with federal law, regulation, license or exemption. A detailed description of how the Vendor's activity related to Russia and/or Belarus is consistent with federal law is set forth below.

_____

_____

_____

_____

_____

_____

(Attach Additional Sheets If Necessary.)

Signature of Vendor's Authorized Representative	Date
Print Name and Title of Vendor's Authorized Representative	Vendor's FEIN
Vendor's Name	Vendor's Phone Number
Vendor's Address (Street Address)	Vendor's Fax Number
Vendor's Address (City/State/Zip Code)	Vendor's Email Address

[i] Vendor means: (1) A natural person, corporation, company, limited partnership, limited liability partnership, limited liability company, business association, sole proprietorship, joint venture, partnership, society, trust, or any other nongovernmental entity, organization, or group; (2) Any governmental entity or instrumentality of a government, including a multilateral development institution, as defined in Section 1701(c)(3) of the International Financial Institutions Act, 22 U.S.C. 262r(c)(3); or (3) Any parent, successor, subunit, direct or indirect subsidiary, or any entity under common ownership or control with, any entity described in paragraph (1) or (2).