

**TOWNSHIP OF FAIRFIELD
COUNTY OF ESSEX**

REQUEST FOR PROPOSALS

Preparation of Plans and Specifications

Club Rd, Lebeda Dr West and Glenroy Rd East Resurfacing

WILLIAM GALESE, MAYOR

TOWNSHIP COUNCIL MEMBERS

**MICHAEL MCGLYNN
JOSEPH CIFELLI
JOHN LAFORGIA
PETER CAMPISI**

JAMES GASPARINI, TOWNSHIP ADMINISTRATOR

PROPOSALS RECEIVED BY: 10 AM, April 16, 2026

TO:

**TOWNSHIP OF FAIRFIELD
Engineering Department
230 FAIRFIELD ROAD
FAIRFIELD, NEW JERSEY 07004
or
*Engineering@fairfieldnj.org***

**PUBLIC NOTICE
TOWNSHIP OF FAIRFIELD
ESSEX COUNTY, NEW JERSEY**

REQUEST FOR PROPOSALS

NOTICE IS HEREBY GIVEN that, pursuant to a fair and open process in accordance with N.J.S.A. 19:44A-20.5 and N.J.A.C. 17:27-1.1 et seq., proposals are being solicited by the Township of Fairfield (the “Township”) for the following professional services:

**Preparation of Plans and Specifications
Club Rd, Lebeda Dr West and Glenroy Rd East Resurfacing**

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. The Township of Fairfield is an EEO/AA employer.

All proposals must be received on or before 10:00a.m. on April 16, 2026

General Background:

The Township of Fairfield received a \$392,489.00 NJDOT Municipal Aid Grant for the milling and resurfacing of the entire length of Club Rd, Lebeda Dr West and Glenroy Rd East. Miscellaneous items of construction may include curb repair, asphalt driveway restoration, landscape restoration and drainage improvements.

The Township is seeking proposals from qualified engineering firms for the preparation of cost estimates, plans and bid specifications. The Township expects to advertise the construction in **July of 2026.**

Scope of Services:

1. Consultant shall prepare all necessary surveying of existing conditions necessary to prepare engineering plans in conformance with NJDOT Municipal Aid requirements.
2. Consultant will prepare complete roadway construction plans and bid specifications in accordance with all current NJDOT requirements. At a minimum the plans must include the following:
 1. Key sheet showing project limits and location
 2. Typical sections
 3. Construction plan sheets showing pavements widths, ROW lines and indicating all proposed work clearly.
 4. Curb ramps with type as per NJDOT Standard Details
 5. Existing and proposed drainage
 6. Maintenance and protection of traffic plan conforming to the MUTCD.
 7. Striping plan – if required by NJDOT
 8. Details
3. Prepare an engineer’s cost estimate and design certification in accordance with NJDOT requirements.

If you have any questions about the scope of services, please contact me at 973-882-2700 ext. 2504.

Deliverable

Due Date

Project kickoff	Within 2 weeks of award
Field data collection complete	Within 45 days of award
Draft plans and specifications for review	Within 60 days of award
Final plans, specifications, estimate approved by NJDOT	Within 90 days of award

Proposal Requirements

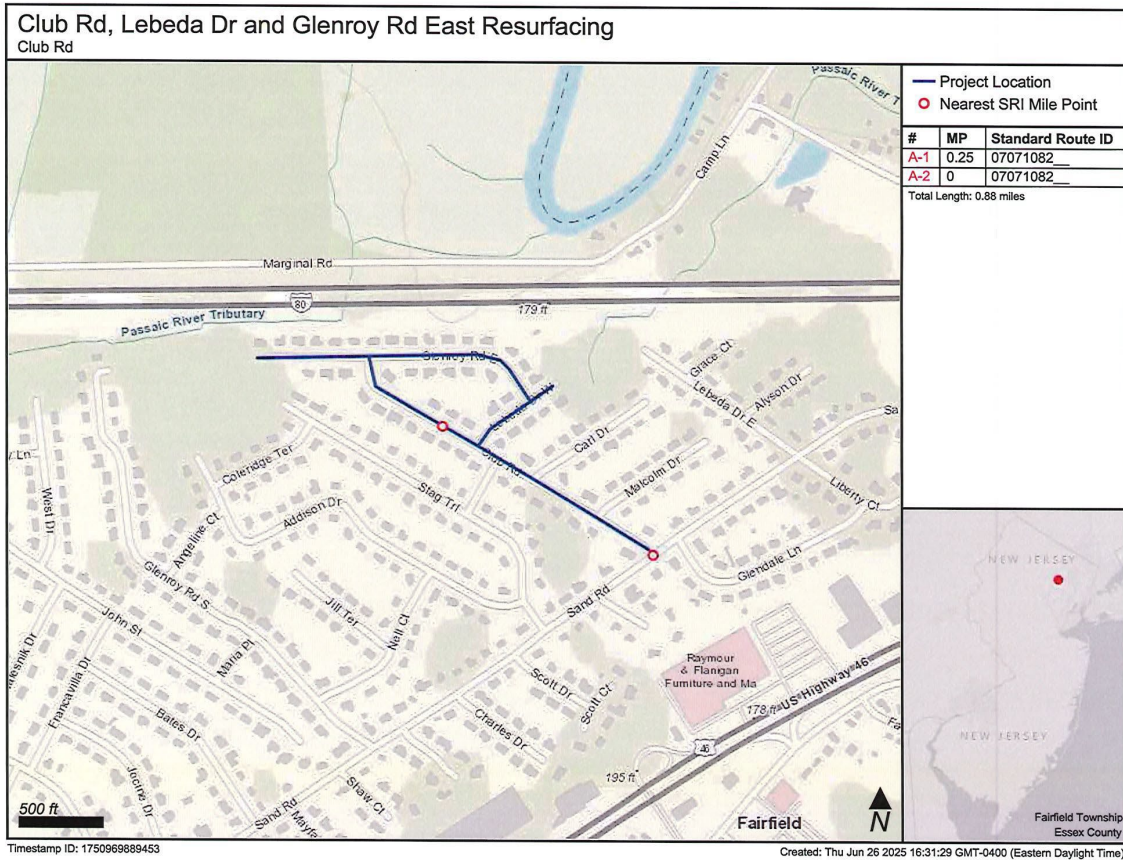
Proposals should include:

- Firm qualifications, license/certification, and contact information
- Schedule & milestones
- Cost proposal (broken down by task)
- References from similar work

Evaluation Criteria

Proposals will be evaluated on:

- Technical approach and compliance understanding
- Ability to meet NJDOT deadlines
- Cost reasonableness
- References and past performance



DISCLAIMERS

The terms set forth in this RFP do not constitute a contract between the Township and any Proposer. Notwithstanding the foregoing, the terms of this RFP shall be appended to the Township's standard form contract for professional service and will become part thereof.

All successful Proposer(s) shall be required to execute the Township's standard form contract for professional services that will govern the rights, duties and obligations between the Township and the successful Proposer. A copy of the Township's standard form contract for professional services is attached to this RFP. By submitting a proposal in response to this RFP, the Proposer represents that it complies with and accepts the requirements contained in the Township's standard form contract for professional services. If a Proposer seeks or requires any modifications to the Township's standard form contract for professional services, it shall note any and all requested modifications in its proposal.

All documents/information submitted in response to this RFP may be provided to the general public to the extent required by the New Jersey Open Public Records Act, N.J.S.A. 47:1A-1 et seq. and/or the common law right of access.

The Township will not be responsible for any costs associated with the preparation or presentation of any proposals.

The RFP seeks proposals for the services listed in the public notice, which encompass the statutory definitions for professional services, extraordinary unspecifiable services, and/or insurance coverage and consultant services pursuant to N.J.S.A. 40A:11-5. These services may be legally negotiated and awarded without public advertising for bids. Accordingly, the Township reserves all rights based upon the discretion that it is afforded in awarding contracts for such services.

The Township reserves the right to award contracts for a specific position to one or more entities.

The Township reserves the right to reject any and all proposals, with or without cause, and to waive any irregularities or informalities in the proposals.

The Township reserves the right to make such investigations as it deems necessary as to the qualifications of any and all vendors submitting proposals.

In the event that all proposals are rejected, the Township reserves the right to re-solicit proposals.

TOWNSHIP OF FAIRFIELD, NEW JERSEY

**PROFESSIONAL SERVICES CONTRACT
SUBMISSION FORM**

Note: In responding to these questions you may attach additional sheets as necessary. Please be sure to CLEARLY reference all additional sheets or relevant attachments under the appropriate question or area. Material not clearly referenced will not be considered.

Please provide the name and address of Submitting Firm, Individual or Entity:

Please indicate the professional service title for which you are submitting:

1. Is your firm willing and able to perform the scope of services set forth in the “Preparation of Plans and Specifications of Club Rd, Lebeda Dr West and Glenroy Rd East Resurfacing ” for the above professional service title?

2. If the answer to question 1 is “No”, then please explain any exceptions, clarifications or limitations to the scope of services that your firm is willing and able to provide?

3. Please provide the names and roles of the individuals who will perform the services, descriptions of their education and experience, degrees, licenses and certifications relevant to those services, including specific experience with the Township of Fairfield, if any.

4. Please discuss your firm’s record of success in providing the same or similar services to those being requested.

5. Please provide references who can be contacted to substantiate the above noted experience or record of success for the same or similar service.

6. Please provide a list of your firm’s current municipal or public clients as well as past municipal clients.

7. Please describe your firm’s ability to provide the services in a timely fashion (including staffing, familiarity and location of key staff, availability and/or ownership of key resources). If appropriate, a description of technical process and equipment available to the organization and used in performing the task(s) within the scope of work may be provided.

8. Please disclose any conflicts of interest you have or reasonably anticipate having with respect to your firm’s past, current or pending representation of clients or entities who are engaged in litigation or disputes with the Township of Fairfield its associated

entities or who are appearing before or making application to its Boards or Agencies. If none, state “none.”

9. Please provide a breakdown of costs for service (cost details), including the hourly rates of each of the individuals who will be performing services and a schedule of costs for reimbursable expenses and/or a budgeted amount for reimbursable expenses.

CHECKLIST

The following **MANDATORY** items, as indicated below, shall be provided with the receipt of sealed submissions:

- 1. Submission Form. All additional sheets and attachments must be clearly referenced in the Submission Form. _____
- 2. Signed and dated copy of this Checklist _____
- 3. Non-Collusion Affidavit - **must be signed and Notarized** _____
- 4. Disclosure of Ownership Form - **must be signed** _____
- 5. Professional Service Entity Information Form _____
- 6. Copy of *Business Registration Certificate* as issued by the State of New Jersey Department of Treasury, Division of Revenue _____
- 7. Acknowledged Copy of Mandatory Equal Employment Opportunity Language _____
- 8. Americans with Disabilities Act Affidavit _____
- 9. Iran Disclosure _____
- 10. Affirmative Action Certification _____
- 11. Addendum Form _____

I certify that I am an authorized representative of the firm or business named below and offer on behalf of the firm to provide the professional services set forth herein in accordance with this submission form and the terms of the solicitation and submission materials noted above. I further certify that the information contained in and attached to this submission is true to the best of my knowledge and belief, with the understanding that it will be relied upon as such by the Township of Fairfield to which it is being submitted.

Firm: _____ Date: _____

Firm Name (Print or Type):

BY:

Authorized Representative _____

Signature

Authorized Representative _____

Print Name & Title

Telephone #: _____ Fax #: _____

E-Mail _____

***MISSING ITEMS 1 THROUGH 11 ABOVE MAY SUBJECT YOUR PROPOSAL TO REJECTION**

NON-COLLUSION AFFIDAVIT

State of New Jersey

County of _____ ss:

I, _____ residing in _____
(name of affiant) (name of municipality)
in the County of _____ and State of _____ of
full age, being duly sworn according to law on my oath depose and say that:

I am _____ of the firm of _____
(title or position) (name of firm)
the bidder making this Proposal for the bid entitled _____,
(title of bid proposal)

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

in said Proposal and in the statements contained in this affidavit in awarding the contract for the said project. I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by _____.

Signature

(print name of affiant under signature)

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

Notary public of New Jersey

My Commission expires: _____

(Seal)

STATEMENT OF OWNERSHIP
(OWNERSHIP DISCLOSURE CERTIFICATION)
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 Included with
All Bid and Proposal Submissions**

Name of Business: _____

Address of Business: _____

Name of person completing this form: _____

N.J.S.A. 52:25-24.2:

"No corporation, partnership, or limited liability company shall be awarded any contract nor shall any agreement be entered into for the performance of any work or the furnishing of any materials or supplies, unless prior to the receipt, of the bid or proposal, or accompanying the bid or proposal of said corporation, said partnership, or said limited liability company there is submitted a statement setting forth 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.

If one or more such stockholder or partner or member is itself a corporation or partnership or limited liability company, the stockholders holding 10 percent or more of that corporation's stock, or the individual partners owning 10 percent or greater interest in that partnership, or the members owning 10 percent or greater interest in that limited liability company, as the case may be, shall also be listed. 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 in this act, has been listed.

To comply with this section, a bidder with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10 percent or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10 percent or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10 percent or greater beneficial interest."

The Attorney General has advised that the provisions of N.J.S.A. 52:25-24.2, which refer to corporations and partnerships apply to limited partnerships, limited liability partnerships, and Subchapter S corporations.

This Ownership Disclosure Certification form shall be completed, signed and notarized.

Failure of the bidder/proposer to submit the required information is cause for automatic rejection of the bid or proposal

Part I

Check the box that represents the type of business organization:

- Sole Proprietorship (skip Parts II and III, sign and notarize at the end)
- Non-Profit Corporation (skip Parts II and III, sign and notarize at the end)
- Partnership Limited Partnership Limited Liability Partnership
- Limited Liability Company
- For-profit Corporation (including Subchapters C and S or Professional Corporation)
- Other (be specific): _____

Part II

- I certify that 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.

OR

- certify that 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 that no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be.

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

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

Name: _____

Address: _____

Name: _____

Address: _____

..

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

Part III - Any Direct or Indirect Parent Entity Which is Publicly Traded:

"To comply with this section, a bidder with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10 percent or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10 percent or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10 percent or greater beneficial interest."

Pages attached with name and address of each publicly traded entity as well as the name and address of each person that holds a 10 percent or greater beneficial interest.

OR

Submit here the links to the Websites (URLs) containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent.

AND

Submit here the relevant page numbers of the filings containing the information on each person holding a 10 percent or greater beneficial interest.

Subscribed and sworn before me _____ day of _____
this _____
(Affiant)

(Notary Public)

My Commission expires:

(Print name of affiant and title if applicable)
(Corporate Seal if a corporation)

PROFESSIONAL SERVICE ENTITY INFORMATION FORM

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

Name: _____

Address: _____

Telephone No.: _____

Fax No.: _____ E-Mail: _____

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

Trading As: _____ Telephone No.: _____

.....

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

Name of Partners: _____

Firm Name: _____

Address: _____

Telephone No.: _____ Federal I.D. No.: _____

Fax No.: _____ E-Mail: _____

Social Security No.: _____

Signature of authorized agent: _____

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

State under whose laws incorporated:

Location of principal office:

Telephone No.: _____ Federal I.D. No.: _____

Fax No.: _____ E-Mail: _____

Signature: By: _____ Title: _____

Address: _____

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

“GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS”

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

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

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

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

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

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

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

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302

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

Name of Firm, Individual or Entity

Address of Firm: _____

Date Attest: _____

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

The contractor and the Township of Fairfield , (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. S121 01* et seq.), which prohibits discrimination on the basis of disability by public entities in a11 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, 6r damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a -violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

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

Initial _____

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

GOODS AND SERVICES CONTRACTS
(INCLUDING PROFESSIONAL SERVICES)

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

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

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

OR

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

OR

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

The successful vendor may obtain the Affirmative Action Employee Information Report (M302) from the contracting unit during normal business hours.

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

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

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor-fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C.11:21

COMPANY: _____

SIGNATURE: _____

PRINT NAME: _____ TITLE: _____

DATE: _____

FAIRFIELD TOWNSHIP

**NOTICE, REVISION OR ADDENDA
RECEIPT ACKNOWLEDGEMENT FORM
(Pursuant to Public Law 1999, Chapter 39)**

The undersigned bidder hereby acknowledges receipt of the following Addenda:

<u>Notice, Revision or Addendum No. Dated</u>	<u>Title or Description</u>	<u>Acknowledgement Receipt (Initials)</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

_____ **No addenda were received**

Acknowledged for: _____
(Name of Bidder)

By: _____
(Signature of Authorized Representative)

Name: _____
Print or Type

Title: _____

Date: _____

ADVISORY

Notice of Pending Disclosure Requirement

“Pay to Play”

P.L. 2005, Chapter 271, Section 3 Reporting

(N.J.S.A. 19,44A-20.27)

Any business entity that has received \$50,000 or more in contracts from government entities in a calendar year will be required to file an annual disclosure report with ELEC.

The first annual disclosure report will be due in 2026

The report will include certain contributions and contract information for calendar year 2025

At a minimum, a list of all business entities that file an annual disclosure report will be listed on ELEC’s website at www.elec.state.nj.us

If you have any questions please contact ELEC at:

1-888-313 ELEC (toll free in NJ) or

609-292-8700

An analyst from ELEC’s Special Programs Section will assist you.

CONTRACT

This Contract (“Agreement” or “Contract”) is hereby made this ____ day of _____ 2026 between the **TOWNSHIP OF FAIRFIELD**, a municipal corporation of the State of New Jersey, with its principal offices located at 230 Fairfield Road, Fairfield , New Jersey 07004 (the “Township”); and _____, with its principal offices located at _____ (“Firm”) (collectively, the “Parties”).

WITNESSETH:

WHEREAS, the Township of Fairfield (“Township”) is a municipal corporation of the State of New Jersey, in the County of Essex, State of New Jersey; and

WHEREAS, the Township approved entry into a contract with the Firm for the provision of certain services, as set forth in the approving resolution attached hereto as Exhibit A and incorporated by reference; and

WHEREAS, in order to address the respective responsibilities of the Township and Firm under the foregoing engagement, the Parties enter into this Contract.

NOW, THEREFORE, with the foregoing recitals incorporated herein by reference and in consideration of the mutual covenants contained herein, the parties hereto, intending to be legally bound, hereby agree as follows:

I. CONTRACT TERMS.

- A. The Firm shall perform all professional services requested by the Township pursuant to the terms and conditions represented in the Township’s Request for Proposals (“RFP”), and the Firm’s submission in response to same, all of which are attached hereto as Exhibit B, incorporated by reference, and are hereafter defined as the “Scope of Work.”
- B. The Firm shall be compensated for all services performed under this Agreement at the rates listed in the Scope of Work, unless a rate is listed below, in which case that rate shall govern.

Rates (if applicable):

- C. The Firm may additionally bill for all reasonable expenses, which are those associated with and necessary for the performance of the services being provided, and which shall be enumerated with appropriate back-up documenting the same.
- D. The Contract shall be for a one-year term that is effective upon execution by the Parties, with retroactive effective to January 1, 2026, and shall remain effective through December 31, 2026.

- E. In case of any conflict between the express terms of this Contract and the terms of any document(s) attached as an exhibit to this Contract and incorporated by reference, including but not limited to the Scope of Work, the express terms of this Contract shall govern.

II. FIRM REPRESENTATIONS.

- A. By entering into this Contract, Firm makes the following representations of compliance with applicable provisions of New Jersey law as set forth in this Article. Any noncompliance with this Article or any other applicable provisions of State law shall constitute a breach of the Contract by Firm. The Township retains the right to terminate the Contract on a for-cause basis for any breach of the provisions of this Article.
- B. Reserved.
- C. To the extent applicable under law, Firm agrees to comply with the affirmative action requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et seq. and has completed the form attached as Exhibit C and incorporated by reference.
- D. To the extent applicable under law, Firm agrees to comply with New Jersey's equal employment opportunity provisions, as set forth at N.J.S.A. 10:5-31 et seq. and has completed the form attached as Exhibit D and incorporated by reference.
- E. To the extent applicable under law, Firm agrees to comply with New Jersey's requirements for disclosure of investment activities in Iran, as set forth in P.L. 2012, c. 25, and has completed the form attached as Exhibit E and incorporated by reference.
- F. Reserved.
- G. Reserved.
- H. Reserved.
- I. Firm agrees to comply with the stockholder disclosure requirements of N.J.S.A. 52:25-24.2 and has completed the disclosure form attached as Exhibit H and incorporated by reference.
- J. Firm certifies that it complies with the business registration requirements of N.J.S.A. 52:32-44, and in furtherance of same has provided the Township with a copy of its business registration certificate.

III. PERFORMANCE AND PAYMENT BONDS.

- A. Reserved.

IV. INSURANCE

- A. The Firm shall provide and maintain its own professional liability coverage covering its employees and agents at its own cost in a minimum amount of \$1,000,000 per occurrence.
- B. Firm is required to provide the levels of insurance coverage set forth above within five (5) days of entry into this Contract or prior to the performance of work under the Contract, whichever occurs first, and then throughout the term of the Contract, through a policy underwritten by an insurance company that has an A.M. Best Rating of at least AX.
- C. Firm shall provide the Township with a certificate of insurance that names the Township of Fairfield and its respective agents, servants, employees, and officers as additional insureds on all policies required under this Article, except the Worker's Compensation policy if applicable. The certificate of insurance shall further provide that the Township shall receive at least thirty (30) days' notice prior to the expiration of any policy listed on same.
- D. The Firm shall provide the Township with a copy of an ACORD Certificate of Liability Insurance reflecting insurance coverages in accordance with the requirements of this Article within five (5) days of entry into this Contract or prior to the performance of work under the Contract, whichever occurs first.

V. INDEMNIFICATION.

- A. Firm hereby agrees to indemnify and hold harmless the Township and its agents, servants, employees, and officers, (collectively, the "Township", for purposes of this Section only), from and against all losses, damages, claims, suits, actions, penalties, obligations, liabilities and expenses, which may be caused by Firm's activities (including errors and omissions) pursuant to the Contract, whether such activities or performance thereof is by Firm or anyone directly or indirectly employed or under contract with Firm, and whether or not such damage or claim shall accrue or be discovered before or after termination of the Contract. This indemnification shall not include claims that are finally determined to result from the sole negligence of the Township, or in instances where such indemnification violates public policy. Firm's indemnity obligation shall include the provision of a defense for the Township at all stages of the claim or judicial process.
- B. Notwithstanding the foregoing, the Township shall indemnify the Firm for costs of defense of any action at law related to any duty or responsibility imposed upon the Firm by any government, statute, law, regulation or ordinance, instituted by

anyone except the Township against the Firm directly related to or by reason of its rendering of services under this Agreement unless and until a court of competent jurisdiction finds that the Firm acted outside of the scope of their duties under this Agreement, negligently, or contrary to law, in which event the Township shall be reimbursed for its cost of defense, except that said reimbursement may be waived or apportioned in case of a settlement, as agreed by the Township.

VI. PAYMENTS.

- A. Reserved.
- B. In order to obtain payment for services performed, the Firm shall submit a pay request and sign a purchase order in accordance with the Township's requirements.
- C. Firm agrees to the payment terms contained in the Township of Fairfield Code and as set forth in the Township's contract rider, attached hereto as Exhibit I and incorporated by reference.
- D. Reserved.

VII. TERMINATION.

- A. If, through any cause, Firm shall fail to fulfill in a timely and proper manner obligations under the Contract, or if Firm shall violate any of the requirements of the Contract, the Township shall thereupon have the right to terminate the Contract by giving written notice to Firm of such termination and specifying the effective date of termination. Such termination shall relieve the Township of any obligation for balances to Firm of any sum or sums set forth in the Contract.
- B. Firm shall not be relieved of any liability to the Township for damages sustained by the Township by virtue of any breach of the Contract by Firm, and the Township may withhold any payments to Firm for the purpose of compensation until such time as the exact amount of the damages due to the Township from Firm is determined.
- C. Reserved.

VIII. MISCELLANEOUS.

- A. Approval: Entry into this Contract has been properly approved by resolution of the Township Mayor and Council. The undersigned is duly authorized to execute this Agreement on behalf of the Township of Fairfield.
- B. Amendment/Waivers: This Agreement may be amended only by writing duly

authorized by the Parties.

- C. Entire Agreement: This Agreement is the entire agreement between the Parties, and no alterations, changes, or additions hereto shall be made except in writing and approved by the Parties. Severability: If any term or condition of this Agreement, or any application of this Agreement shall be determined to be contrary to the laws of the State of New Jersey or the United States, such terms or conditions or application shall not be deemed to be valid, except to the extent permitted by law, but all other terms and conditions and applications shall continue in full force and effect.
- D. Choice of Law: Any dispute under this Agreement shall be governed by the laws of the State of New Jersey.
- E. Venue and Jurisdiction: Any dispute under this Agreement shall be decided in the Superior Court of New Jersey, Essex County. Firm represents that is subject to personal jurisdiction within the State of New Jersey and agrees to accept service of process at its above-captioned address.
- F. Counterparts: This Agreement may be executed in counterparts, each of which shall constitute an original of this Agreement but all of which, together, shall constitute one and the same instrument. Signature pages may be detached from the counterparts and attached to a single copy of this Agreement to physically form one document.
- G. Immunity: The Parties, with respect to their respective activities and obligations pursuant to this Agreement, shall retain all privileges and immunities accorded to them under applicable law, including but not limited to the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 et seq.
- H. No Assignment: The rights and the obligations of this Contract shall not be assigned by either party without the written consent and approval of the other.

IN WITNESS WHEREOF, the Parties have hereunto set their hands the day and year first written above:

WITNESS:

TOWNSHIP OF FAIRFIELD

WITNESS:

STANDARD BID DOCUMENT REFERENCE

Name of Form	COMBINED CERTIFICATION: PROHIBITED ACTIVITIES IN RUSSIA AND BELARUS & INVESTMENT ACTIVITIES IN IRAN					
Statutory Reference	P.L. 2022, c. 3 N.J.S.A. 52:32-55 et seq. N.J.S.A. 40A:11-2.1 N.J.S.A. 18A:18A-49.4					
Applicability		Y/N		Mandatory	Optional	N/A
	LPCL	Y	Goods and Services	X		
	PSCL	Y	Construction			X
Instructions Reference						
Description	<p>P.L. 2022, c. 3 prohibits the award, renewal, amendment, or extension of State and local public contracts for goods or services with persons or entities engaging in prohibited activities in Russia or Belarus. P.L. 2012, c.25 prohibits the award or renewal of State and local public contracts for goods and services with persons or entities engaged in certain investment activities in the energy or finance sectors of Iran.</p> <p>Before a goods and services contract can be entered into, vendors and contractors must certify that neither they nor any parent entity, subsidiary, or affiliate is listed on the New Jersey Department of the Treasury’s list of entities determined to be engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3 ("Russia-Belarus list") or in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 list").</p>					

Prohibited Russia-Belarus Activities & Iran Investment Activities

Person or Entity

Part 1: Certification

COMPLETE PART 1 BY CHECKING ONE OF THE THREE BOXES BELOW

Pursuant to law, any person or entity that is a successful bidder or proposer, or otherwise proposes to enter into or renew a contract, for goods or services must complete the certification below prior to contract award to attest, under penalty of perjury, that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list or Chapter 25 list as a person or entity engaging in prohibited activities in Russia, Belarus or Iran. Before a contract for goods or services can be amended or extended, a person or entity must certify that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list. Both lists are found on Treasury's website at the following web addresses:

<https://www.nj.gov/treasury/administration/pdf/RussiaBelarusEntityList.pdf>
www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf

As applicable to the type of contract, the above-referenced lists must be reviewed prior to completing the below certification.

A person or entity unable to make the certification must provide a detailed, accurate, and precise description of the activities of the person or entity, or of a parent entity, subsidiary, or affiliate, engaging in prohibited activities in Russia or Belarus and/or investment activities in Iran. The person or entity must cease engaging in any prohibited activities and provide an updated certification before the contract can be entered into.

If a vendor or contractor is found to be in violation of law, action may be taken as appropriate and as may be 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.

CONTRACT AWARDS AND RENEWALS



I certify, pursuant to law, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate appears on the N.J. Department of Treasury's lists of entities engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3 or in investment 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. (Skip Part 2 and sign and complete the Certification below.)

CONTRACT AMENDMENTS AND EXTENSIONS



I certify, pursuant to law, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate is listed on the N.J. Department of the Treasury's lists of entities determined to be engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3. 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. (Skip Part 2 and sign and complete the Certification below.)

IF UNABLE TO CERTIFY



I am unable to certify as above because the person or entity and/or a parent entity, subsidiary, or affiliate is listed on the Department's Russia-Belarus list and/or Chapter 25 Iran list. I will provide a detailed, accurate, and precise description of the activities as directed in Part 2 below, and sign and complete the Certification below. Failure to provide such will prevent the award of the contract to the person or entity, and appropriate penalties, fines, and/or sanctions will be assessed as provided by law.

Part 2: Additional Information

PLEASE PROVIDE FURTHER INFORMATION RELATED TO PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS AND/OR INVESTMENT ACTIVITIES IN IRAN.

You must provide a detailed, accurate, and precise description of the activities of the person or entity, or of a parent entity, subsidiary, or affiliate, engaging in prohibited activities in Russia or Belarus and/or investment activities in Iran in the space below and, if needed, on additional sheets provided by you.

Part 3: Certification of True and Complete Information

I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments there, 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 Contracting Unit is relying on the information contained herein and hereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the Contracting Unit to notify the Contracting Unit 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. 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 Contracting Unit and that the Contracting Unit at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print)		Title	
Signature		Date	