

***SUBMIT PROPOSAL FOR
Extraordinary Unspecifiable Service***

Dover Town in Morris County, New Jersey is soliciting proposals from experienced financial consultants to assist in collecting municipal budget information, identify potential financial benefits, establish a cost allocation methodology, and recommend a sustainable pricing structure for the consolidation of municipal courts among up to five (5) Morris County municipalities. The consultant is further expected to publish both a detailed and summarized report for all participating municipalities to review in both a paper and paperless format with on-demand print capabilities.

The current municipal court structure being studied for feasibility calls for using Dover's municipal court as the central site to provide municipal court services to participating municipalities. The five (5) municipalities are seeking to find new ways to improve efficiency, while maintaining or improving the quality of service and reducing the cost of providing municipal court services for all. The municipalities have formed a working group consisting of Mayors and Municipal Administrators/Managers who will be expected to act as spokespeople for and liaison to their community.

The Dover Town's Municipal Administrator has filed a "2008 Sharing Available Resources Efficiently" grant application with the State of NJ, seeking Department of Community Affairs (DCA) *SHARE* reimbursable grant funds for this effort.

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

Consultants will be selected by Dover Town based upon an evaluation of the most advantageous proposal, price, and other factors. Proposals will be evaluated on the basis of the following criteria:

1. Prior experience in working with municipal budget information, identifying potential financial benefits associated with shared services, establishing cost allocation methodologies, and recommending sustainable pricing structures.
2. Consultant's professional qualifications, availability, and experience working on similar projects.
3. Cost/fee proposal, including quality control and assurance.
4. Understanding of project scope of work required.
5. Consultant's ability to organize and manage a project of this nature.

Sealed RFP responses must be received by the Dover Town's Purchasing Agent no later than 2:00 p.m. on [Monday, April 21, 2008](#). For additional information, call (973) 366-2200, extension [127](#).

Proposals (one unbound original, three bound copies) shall be submitted, in a sealed envelope, marked "Municipal Court Financial Consultant" to:

[Bibi Stewart Garvin](#), Purchasing Agent
Dover Town
37 N. Sussex Street
Dover, NJ 07801

The right to reject any or all proposals and to waive immaterial formalities is reserved by Dover Town's Governing Body and Purchasing Agent.

Respondents are expected to examine this RFP with care and observe all its requirements. All questions about the meaning or intent of this RFP, all interpretations and clarifications considered necessary by the Owner's representative in response to such comments and

questions will be issued by addenda delivered to all parties recorded as having received the RFP package. Only comments and questions responded to by formal written addenda will be binding. Oral interpretations, statements or clarifications are without legal effect.

Termination: If, through any cause, the contractor shall fail to fulfill in a timely and proper manner obligations under the contract or if the contractor violates any requirements of the contract, the Owner shall have the right to terminate the contract by giving written notice to the contractor 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 Dover Town. Such termination shall relieve the Owner of any obligation for the balances to the contractor of any sum or sums as set forth in the contract.

Wherever the estimated quantities of work to be done are shown in any section of this RFP, including the Proposal Cost Form, they are given for use in comparing proposals. The Owner especially reserves the right (except as herein otherwise specifically limited) to increase or diminish the quantities as may be deemed reasonably necessary or desirable by the Owner to complete the work detailed by the contract. Such increase or diminution shall in no way violate this contract, nor shall any such increase or diminution give cause for claims or liability for damages.

The Owner assumes no responsibility and liability for costs incurred by the Respondents prior to the issuance of an agreement. The liability of the Owner shall be limited to the terms and conditions of the contract. Respondents shall 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 Owner, are not to be billed and will not be paid.

Any contract entered into between the contractor and the Owner must be in accordance with and subject to compliance by both parties with the New Jersey Local Public Contracts Law. The contractor 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 REP.

The owner shall retain all of its rights and interest in any and all documents and property both hard copy and digital furnished by the Owner to the contractor for the purpose of assisting the contractor in the performance of this contract. All such items shall be returned immediately to the Owner 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 Owner, be disclosed to others or used by the contractor or permitted by the contractor 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 Owner pursuant to this contract shall belong exclusively to the Owner. All data, reports, computerized information, programs and materials related to this project shall be delivered to and become the property of the Owner upon completion of the project. The contractor 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 Owner. All information supplied to the owner may be required to be supplied on CD-ROM media compatible with the Owner's computer operating system, windows based, Microsoft Office Suite 2000.

Bidder Qualifications

Respondents shall provide a statement setting forth brief details of the firm's principal activities, the number of personnel in the firm and the firm's location. Provide a list of at least three (3) clients in New Jersey for whom services in size and scope have been provided. Include the following in your response:

- Name of government agency or public/private company.
- Contact person's name, position and current telephone number.
- Dates, scope of services provided, total cost of services.
- Status and comments of current services.

Respondent shall provide the identity and credentials of the principals and other key personnel working on this project, and their areas of expertise.

Evaluation Process

An evaluation committee will review all proposals to determine if they satisfy the Proposal requirements, or determine if a proposal should be rejected and evaluate the proposals based upon the Evaluation Criteria. The highest-ranking respondent will then be recommended to the governing body for award of contract, based on price and other factors.

Evaluation Criteria

The criteria considered in the evaluation of each proposal are listed below. The arrangement of the criteria is not meant to imply order of importance in the selection process. All criteria will be used to select a vendor most advantageous to Dover Town and the other participating municipalities.

- Prior experience in working with municipal budget information, identifying potential financial benefits associated with shared services, establishing cost allocation methodologies, and recommending sustainable pricing structures.

Expertise of the firm shall be demonstrated by past contract successes providing government, private, or non-profit agencies with similar services. The respondent shall be evaluated on knowledge, experience, prior collaboration, and successful completion of projects/services similar to that requested in this RFP. In addition to relevant project experience, respondents shall provide personnel qualifications in their proposal.

- Consultant's professional qualifications, availability, and experience working on similar projects.

Proposal shall document industry and/or program experience in performing similar work. Provide a record of reliability of timely delivery and on-budget implementation. Demonstrate availability and experience of key personnel working on the project.

- Cost / fee proposal, including quality control and assurance.

Price and its component charges, fees, and so forth shall be adequately explained and documented. Proposal shall include quality control and assurance programs. Proposal shall identify sufficient stability and resources to meet obligations.

- Understanding of project scope of work required.

Proposal shall demonstrate a clear understanding of scope of work and objectives. Proposal shall be complete and responsive to specific proposal requirements. Demonstrate a good technical approach and work program.

- Consultant's ability to organize and manage a project of this nature.

Document proposed project management methodology and past performance of same. Detail the use of any innovative technology and techniques.

RFP Disclosure and Award Contingency

The Dover Town Municipal Administrator has filed a "2008 Sharing Available Resources Efficiently" grant application with the State of NJ, seeking Department of Community Affairs (DCA) *SHARE* grant funds for this entire effort. The solicitation of responses to this RFP is to facilitate filing the grant application by establishing the cost of consultant services and, therefore, the amount of grant funding necessary. Final contract award under this RFP is dependent on obtaining grant funding.

Any consultant responding to this RFP acknowledges an understanding that proceeding with the project is contingent upon receiving the requested Department of Community Affairs (DCA) *SHARE* grant funds and that that there will be no final consultant selection or contract award pending a decision on the grant application.

SCOPE OF SERVICES

Consolidated Municipal Court Services Feasibility Analysis Leading to Recommendations for Possible Municipal Court Shared Services Among up to Five (5) Municipalities.

I. Background

Five (5) participating Morris County municipalities – Dover Town, Mine Hill Township, Mount Arlington Borough, Rockaway Borough, and Wharton Borough – are exploring the feasibility of consolidation of their municipal courts. Dover handles a significant case load in its court system, but due to operational efficiencies, still has excess capacity available that may be used by others. The current municipal court structure being studied for feasibility calls for using Dover’s municipal court as the central site to provide municipal court services to all participating municipalities.

The current modes of operation within the evaluated municipalities include:

- Independent municipal courts for Dover Town, Mount Arlington Borough, and Rockaway Borough. These three communities would like to explore the financial benefits of shared services.
- A recently consolidated municipal court serving Mine Hill Township and Wharton Borough jointly. These two communities are interested in achieving potentially greater savings through further consolidation.

II. Purpose

The five (5) participating municipalities are seeking to find new ways to improve overall efficiency, while maintaining or improving the quality of service and reducing the cost of providing municipal court services for all. Dover Town in Morris County, New Jersey is acting as the lead agency in order to solicit proposals from experienced financial consultants to assist in collecting municipal budget information, identify potential financial benefits associated with shared services, establish a cost allocation methodology, and recommend a sustainable pricing structure for the consolidation of municipal courts.

- The consultant will work for and will receive specific instructions from Dover’s Municipal Administrator as the lead representative of the joint municipal working group.
- When requested by the Dover Municipal Administrator, the consultant may be asked to make some direct municipal contact or on-site visitations, or to assist in subsequent information gathering in order to respond to additional municipal questions raised by the working group or the municipalities.
- The consultant may also be asked to attend, with other working group members, meetings with elected officials or municipal business administrators as may become necessary.

Once the municipal budget information gathering process is concluded, the consultant will prepare, in electronic form, a detailed report of each municipality’s expenditures associated with municipal court services.

Recommendations will be made by the consultant, in collaboration with the Dover Municipal Administrator and other working group members, and should include:

- Identified financial benefits associated with consolidation of municipal court functions, human resources, and facilities, with potential impact to participating municipality budgets identified to the extent possible.
- A proposed cost allocation methodology for sharing costs of the consolidated municipal court among the participating municipalities.

- A recommended sustainable pricing structure that provides positive financial impact for all.
- Any anticipated issues associated with implementation and transition.

We anticipate that all data collection and analysis, as well as the identified recommendations listed above will be completed within a (15 day) period once this contract is awarded.

III. Requested Services

Expected consultant services shall be broken down into two (2) separate and distinct phases as identified below:

Phase I – Municipal Budget Information Collection and Analysis

Phase I requires the collection and validation of municipal budget data related to each community's municipal court functions, human and other resources, and facilities, as well as the identification of potential financial benefits associated with municipal court shared services by municipality and overall. Once all responses are received from all municipalities, the consultant will prepare a final detailed report by municipality, and later create a summarized report covering all five (5) municipalities. The municipal working group of Mayors and Municipal Administrators/Managers will be expected to assist in expediting this process.

When requested by Dover's Municipal Administrator, the consultant may be asked to make some direct municipal contact or on-site visitations, or to assist in subsequent information gathering in order to respond to additional municipal questions raised by the task force or the municipalities.

The consultant may also be asked to attend, with working group members, meetings with elected officials or municipal business administrators as may become necessary.

Phase II – Cost Allocation Methodology and Pricing Structure

Phase II will see the consultant establishing a cost allocation methodology and recommending a sustainable pricing structure for municipalities participating in the consolidation of municipal courts in collaboration with the Dover Municipal Administrator coordinator and other working group members. Any anticipated issues associated with implementation and transition will be identified as well.

The consultant will provide materials for working team members to review, discuss, accept or ask for additional information or clarifications. After recommendations have been discussed and reviewed thoroughly, a final version of the Municipal Court cost allocation and pricing structure recommendations will be prepared and passed to the participating municipalities for their review and approvals.

The consultant may also be asked to attend, with working group members, meetings with elected officials or municipal business administrators as may become necessary.

IV. Consulting Submissions, Understandings, Agreements, Fees and Billings

Proposals shall be submitted with a lump sum cost for all aspects of Phases I and II, including estimated hours and completion time within the required (15 day) time span that is allotted. Proposals shall also provide a detailed list of any and all other incidental expenses to be charged to Morris County for these services.

Dover Town will only contract with a prime consultant. The prime consultant in all instances shall assume responsibility to assist the Municipal Court Consolidation working group to successfully complete the Phases as described.

Since the timeline for this project is (15 days), the consultant will submit a bill for services rendered upon successful completion and acceptance of the deliverables. Successful completion and acceptance of all deliverables, as well as the determination that the consultant has fulfilled all assignments will be made by Dover's Municipal Administrator.

All submitted consultant billings shall not exceed the originally submitted maximum lump sum cost for the project, nor will the consultant bill for any other undisclosed expenses unless mutually agreed upon, in writing, by both parties.

Consultants agree that any submitted response will remain in effect and be valid for a period of not less than thirty (30) days from the proposal due date.

Contract terms will remain in effect for sixty (60) days from date of award of contract.

V. Proposal Cost Form

DOVER TOWN CONSULTANT
MUNICIPAL COURT CONSOLIDATION PROPOSAL COST FORM

	MAX. # of Hours	Other Expenses	Maximum Charge
Phase I			
Phase II			
Total			

Registering A Business with the New Jersey Department of the Treasury

Business organizations or individuals doing business in New Jersey are required to register with the Department of the Treasury, Division of Revenue. Registration is free and is a one-time action – there are no fees to register. However, you should update your contact and tax eligibility information as needed. Registration is required to conduct most business with any state, county, municipal, local board of education, charter school, county college, authority, or state college or university. The contracting agency may be required to have a copy of the “proof of registration certificate” submitted as part of a public bid or prior to issuing a purchase order.

To register: Businesses must complete **Form NJ-REG** and submit it to the Division of Revenue. The form can be filed form online or by mailing a paper form to the Division. Online filing is strongly encouraged.

- Register online at www.nj.gov/treasury/revenue/taxreg.htm. Click the “online” link and then select “Register for Tax and Employer Purposes.”
- Download the paper form and instructions at www.nj.gov/treasury/revenue/revprnt.htm.
- Call the Division at 609-292-1730 to have a form mailed to you.
- Write the Division at: Client Registration Bureau, PO Box 252, Trenton, NJ 08646-0252.

Note: If you operate a corporation, limited partnership, limited liability company or limited liability partnership, before registering, you must obtain legal authority to operate in the State of New Jersey. Generally, this is accomplished by filing an original business certificate with the Division of Revenue, such as a Certificate of Incorporation or Formation. For more information on this subject, visit www.nj.gov/treasury/revenue/filecerts.htm, or call 609-292-9292.

Registering as an individual: There is a simplified registration process for individuals doing business with any New Jersey government agency. The form can be downloaded from the web at www.nj.gov/treasury/revenue/pdfforms/rega.pdf. To obtain a copy by mail, call 609-292-1730, or write to the Division at the Client Registration Bureau, PO Box 252, Trenton, NJ 08646-0252.

Questions? Call 609-292-1730 or submit e-mail: www.nj.gov/treasury/revenue/revcontact.html.

How do I receive the proof of registration certificate?

- New registrants. When completing Form NJ-REG, make sure you answer “Yes” to the contractor/sub-contractor question (Online: Item 17; Paper Form: Item 18). The Division of Revenue will mail the certificate to the mailing address you supply on your registration form.
- Previously Registered Businesses. Call 609-292-1730 and select option 3. The Division of Revenue’s service agents will take your order and mail you a certificate. Please allow 7 to 10 working days to receive your certificate. Alternately, you may visit the Division’s Client Registration Bureau in person and request a certificate. The address is 847 Roebbling Avenue, Trenton, NJ 08611. Service desk hours are 8:30am to 4pm, weekdays, excluding holidays.

What information does the proof of registration contain? The certificate displays the following information: Business Name, Trade Name (If Applicable), Tax Payer ID (Usually the Employer Identification Number), Business Address, Contractor Certification Number (State Issued), Certification Issuance Date, Effective Date (Business Start Date Entered on Form NJ-REG).

CORPORATE DISCLOSURE STATEMENT

The undersigned is an - Individual - Partnership - Corporation
(please indicate with circle)

under the laws of the State of _____

having principal offices at _____

RESPECTFULLY SUBMITTED BY _____
(Name of Corporation, Partnership or Individual)

WITNESS: ADDRESS _____

TELEPHONE: _____

S/ _____

SIGNATURE: _____

POSITION: _____

POSITION: _____

SSAN (If Individual): _____

FED ID# (If Incorporated): _____

DATE: _____

DATE: _____

NOTE: If Contractor is a **CORPORATION**, this proposal must be executed by its president, attested to by its secretary or assistant secretary, with the corporate seal affixed thereto. This proposal may be executed and attested to by other than the aforesaid corporate officers if they have been duly authorized to so act in behalf of the Contractor, pursuant to a resolution of the Corporate Board of Directors, or other authorization equivalent thereto. In that event, a certified copy of said resolution or authorization shall be attached to this proposal.

If Bidder is a **PARTNERSHIP**, then this proposal must be signed by at least one partner.

If Bidder is an **INDIVIDUAL**, please indicate Social Security Number in space provided above.

OWNERSHIP STATEMENT

(This Certificate must accompany the Bid)

List the names and addresses of all stockholders who own ten (10%) percent or more of its stock. If none, so state.

If one or more such stockholders or partner is itself a corporation or partnership, the stockholders holding 10% or more of that corporation's stock, or the individual partners owning 10% of that corporation's stock, or the individual partners owning 10% or greater interest in that partnership, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every non-corporate stockholder, and individual partner, exceeding the 10% ownership criteria established in this act, has been listed, in full compliance with Chapter 33 of the New Jersey Public Laws of 1977.

- I certify that the list below contains the names and addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.
- I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Legal Name of Bidder: _____

Name _____

Address _____

Percentage of Ownership _____ %.

Name _____

Address _____

Percentage of Ownership _____ %.

Name _____

Address _____

Percentage of Ownership _____ %.

Name _____

Address _____

Percentage of Ownership _____ %.

(Note: Attach additional pages if necessary)

NON-COLLUSION AFFIDAVIT

(This Affidavit must accompany the Bid)

STATE OF _____,

COUNTY OF _____.

_____ (name) being first duly sworn, deposes and says that she/he is

_____ (give title) of _____ (Bidder), that such Bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any bidder or person to put in a sham bid, or that such other person shall refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement of collusion, communication or conference with any person to fix the bid price of the bidder or any other bidder for the written contract, or to fix any overhead profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the Owner, or any other person interested in the proposed Contract; and that all statements contained in said Bid are true; and further, that the Bidder has not, prior to the official opening of the Bid, directly or indirectly, submitted this Bid, or the contents thereof, or divulged information or data relative thereto, to any association or to any member or agent thereof, or to any person who is not an employee of the Bidder, except the Surety which furnished Bid Security and consent of Surety for purposes of the making of this Bid, all in accordance with N.J.S.A. 52:34-15.

(Signature of Affiant)

Sworn and subscribed to before me this _____ day of _____, 2005.

(Signature of Notary Public)

My Commission expires: _____.

GENERAL REQUIREMENTS

FORM OF CONTRACT

The form of contract which shall be signed by the successful bidder shall be that as furnished by the County Counsel, a copy of which is on file with the Morris County Purchasing Department and may be inspected by any bidder upon request.

CORPORATION OWNERS OR STOCKHOLDERS

In accordance with Chapter 33 of the Public Laws of 1977, the vendor shall submit a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own ten percent or more of its stock of any class, or of all individual partners in the partnership who own a ten percent or greater interest therein.

QUALIFICATION OF THE BIDDER

The Bidder must be an established concern in the business of providing the product bid and must satisfactorily prove to the County Purchasing Agent, upon request, that he has adequate facilities to perform all requirements in event of award.

BRAND NAMES

Brand names and/or descriptions used in this bid proposal are to acquaint bidders with the type of commodity desired and will be used as a standard by which alternate or competitive materials offered will be judged. Competitive items must be equal to the standard described and be of the same reputation for quality and workmanship. Variations between the materials described and materials offered are to be fully explained by the bidder in an accompanying letter. In the absence of any changes by the bidder, it will be presumed and required that materials, as described in these specifications, be delivered.

RIGHT TO KNOW LABELING

All containers, including shipping cartons, shall bear a label indicating the chemical name(s) and Chemical Abstracts Service number(s) of all hazardous substances in the container, and all other substances which are among the five (5) most prominent substances in the container, or their trade secret registry number. (N.J.A.C. 8:59-5).

"Container" means a receptacle used to hold a liquid, solid or gaseous substance such as bottles, bags, barrels, boxes, cans, cylinders, drums and shipping cartons.

DELIVERY

Insert pricing for furnishing all material, and/or labor described or required. Prices shall be net, including any charges for packing, crating, containers, etc., and all transportation charges fully prepaid by the contractor F.O.B. destination and placement at locations specified by the County of Morris. No additional charges will be allowed for any transportation costs resulting from partial shipments made at the vendor's convenience when a single shipment is ordered. All prices shall be less Federal Excise & State Sales Tax.

INDEMNIFICATION & HOLD HARMLESS

The Contractor shall protect, defend, indemnify and hold harmless the County of Morris, the Board of Chosen Freeholders, their employees, agents and servants from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities arising out of or resulting from the performance of the work or the completed operations provides that any such claims, damage, loss or expenses is attributed to bodily injury, sickness, disease, or death, or to injury to or destruction of the tangible property including the loss of the use resulting therefrom; and is caused in whole or in part by any negligent or willful act or omission of the Contractor and Sub-Contractor(s), anyone directly or indirectly employed by any of them or anyone for whose acts of them may be liable.

In any and all claims against the County of Morris or the Engineer, or any of their agents or employees, by an employee of the Contractor, or any Sub-Contractor, or anyone directly or indirectly employed by any of them or anyone whose acts any of them may be liable, the indemnification obligation of the Contractor shall not be limited in any way by the amount or type of damages, compensations or benefits payable by or for any Contractor or any Sub-Contractor under Worker's Compensation Acts, Disability Benefits Acts or other Employee Benefits Acts.

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

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

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

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

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

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

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2 or a binding determination of the applicable 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 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 or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302

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