

REQUEST FOR PROPOSAL 2024
Zoning Board of Adjustment Attorney
Borough of Roseland Zoning Board of Adjustment

Invitation

The Borough of Roseland Zoning Board of Adjustment (some time referred to the “Board”, “The Borough” or “The Zoning Board of Adjustments:”) is seeking request for proposals from attorneys and/or law firms that wish to provide legal counsel services to the Borough of Roseland Zoning Board of Adjustment.

All awards are and shall be subject to the availability of funds for the professional services in the 2024 Temporary and/or Final Budgets.

Interested and qualified Professionals are invited to submit proposals which will be accepted until **December 15, 2023 by 4:30 pm**. Proposals should be addressed to:

Please submit one (1) original and three (3) copies of the proposal and deliver to:

James Campbell
Borough of Roseland
300 Eagle Rock Avenue
Public Works Building
Roseland, NJ 07068

Sealed qualification proposals received by the Land Use Administrator of The Borough of Roseland, 300 Eagle Rock Avenue, Roseland, NJ 07068 will be opened and read and entered into public record at 4:30pm, December 15, 2023

Qualification documents and instructions to applicants may be obtained at the office of the Board of Adjustment, Department of, 300 Eagle Rock Avenue, Roseland, NJ 07068 during regular business hours (8:30 AM-4:30 PM – Monday through Friday)

Applicants shall comply with the requirements of L.1975, c.127 as amended (N.J.S.A. 10:5-31 et seq.) and N.J.A.C. 17:27-1.1 et seq.

This Request for Proposal is being solicited through a fair and open process in accordance with N.J.S.A. 19:44A-20.5 et seq.

RFP Schedule

Activity	Date
RFP Distribution	11-15-2023
RFP Responses Due	12-15-2023
Proposal Review	Thereafter by Board
Award Contract	01-08-2024
Effective Date	01-08-2024

Background of Borough of Roseland

As per the 2000 United State Census, the borough has a total area of 3,539 square miles. The Borough of Roseland is located in Essex County. As of the 2010 Census the borough's population is 5,819, 2,142 households, and 1,525 families residing in the borough. The population density is 1,463.6 people per square mile. There are 2,187 housing units at an average density of 604.2 per square mile.

Scope of Services

Services include, but are not limited to:

1. **Duties and Responsibilities.** The Zoning Board of Adjustment Attorney shall perform such duties as are prescribed by general law and local ordinance. In addition, subject to the approval of the Zoning Board of Adjustments, the Zoning Board of Adjustment Attorney shall:
 - a. Provide legal counsel services related to zoning board application review, zoning board procedures and other projects generally handled by the zoning board
 - b. Required to attend all meetings of the Zoning Board of Adjustments
 - c. Coordinate all efforts with the appropriate official of the administration to effectuate the intent and objectives of the Municipal Land Use Law (N.J.S.A. 40:55D-1 et seq.),
 - d. Provide general advice as directed by the Zoning Board of Adjustments.

Contract Length

This proposal is for awarding a contract to cover a period beginning January 08, 2024 and ending December 31, 2024.

Selection Process

The contract award will be made after selection of one (1) respondent's proposal from among all respondents with implementation of services to follow. However, this RFP does not indicate a commitment by the Borough of Roseland Zoning Board of Adjustment to award a contract to any successful respondent. An award of contract is estimated to occur within approximately sixty (60) calendar days after receipts of proposals. The Borough of Roseland Zoning Board of Adjustment intends to evaluate the proposed services based upon the data presented in response to the RFP. The proposals will be reviewed based on qualifications, specific experience, references, familiarity with services and pricing, and then rated according to which company best meets the Board's requirements.

KEY CONSIDERATINS AND EVALUATION CRITERIA

The RFP responses will be evaluated based upon the following:

- Qualifications of the individuals who will perform the tasks and the degree of their respective participation
- Technical Criteria-clear understanding of scope of work, familiarity with the subject matter as it relates to the Borough of Roseland
- Management Criteria-Ability to perform the task in a timely fashion, document Municipal experience, available to attend meetings of governing body
- Cost competitiveness

PROFESSIONAL INFORMATION AND QUALIFICATIONS

Each interested candidate shall submit documentation highlighting qualifications and experience they have that will assist the Board in evaluation and selection process.

Documentation shall include, but not limited to:

1. Name of firm or individual
2. Address of principal place of business and all other offices and corresponding telephone and email address.
3. Name of Counsel that will be assigned to work with the Borough of Roseland Zoning Board of Adjustment.
4. Description of candidate's education, experience, qualifications, number of years with firm and description of experience with projects similar to those described above.

5. Examples of your record success (or significant achievements) serving public entities.
6. Copies of all professional licenses that are required to perform the services listed in the RFP.
7. Name and addresses of at least five (5) references consisting of municipal clients for which the applicant has provided services in the past five (5) years

TECHNICAL CRITERIA

Respondents shall list all services to be rendered with their explanation in detail on how they will provide the services. Respondents shall also provide evidence of how services of similar type were provided to other Zoning Board of Adjustment's in New Jersey. Respondents are to provide evidence of any innovation and/successful approach in providing services

MANAGEMENT CRITERIA

Respondent shall submit a full description of the individual/firms to include

1. Name, address, phone, fax, website, e-mail address and other information of the professional firm or individual.
2. An organization chart or listing noting the names of all principals and partners.
3. Resumes of key staff members
4. Other information concerning individuals of the professional firm that would assist the Borough of Roseland Zoning Board

FEE INFORMATION

Respondents are to submit a fee proposal schedule that compliments the service that is being requested. Respondent shall indicate if services will be performed on an hourly rate bases or lump sum fee. Respondents are to note that reimbursable expenses are described in Exhibit B. Any proposed differences to the reimbursable expenses shall be noted in the cost proposal.

MANDATORY MINIMUM REQUIREMENTS

In order for an individual's firm's proposal to be considered by the Zoning Board of Adjustment, interested parties submitting proposals in response to this solicitation must meet the following:

1. The individual and/or firm has provided legal services to a municipal entity or government entity in the State of New Jersey for a period of at least five (5) years prior to the submission of this proposal
2. That the attorney or law firm has sufficient staff to satisfy the scope of services described above;
3. That the attorney who is submitting the response to this proposal, is licensed and in good standing with the Bar Association of the State of New Jersey;
4. The attorney who is submitting the response to this proposal carries professional liability insurance in an amount of at least \$1,000,000.00 with a carrier that has AAA rating by Best Insurance Digest;
5. The attorney or firm submitting the response to this proposal has not represented with the past three years and does not represent any adverse parties and claims whether administrative, civil, criminal, or otherwise, against the Borough of Roseland or the Zoning Board of Adjustment

CONTRACT

The firm selected shall be required to enter into a Professional Service Agreement for this project with the Borough of Roseland Zoning Board of Adjustment. A sample contract is included for review (Schedule B).

Before the Board of Adjustment executes a contract, the selected firm shall furnish the Borough of Roseland certificates evidencing insurance as required by the Borough of Roseland. The Borough of Roseland and the Borough of Roseland Board of Adjustment shall be named as additional insured.

OTHER PROPOSAL INFORMATION

RESERVATION OF RIGHTS – The Borough of Roseland and the Borough of Roseland Zoning Board of Adjustment reserves the right to:

- A. Not select any of the proposals;
- B. Select only portions of a particular respondent’s proposal for further consideration (however, respondents may specify portions of a proposal that they consider “bundles”);
- C. Supplement, amend or otherwise modify the RFP through issuance of Addenda to all prospective respondents who have received a copy of this RFP;
- D. Change or alter the schedule for any events called for in this RFP upon the issuance of Addenda to all prospective respondents who have received a copy of this RFP;
- E. Negotiate a reduction or modification to a respondent’s cost proposal or any other aspect of a Qualification Statement;
- F. Conduct investigations of any or all of the respondents, as the Borough deems necessary or convenient, to clarify the information provided as part of the Qualification Statement and to request additional information to support the information included in any Qualification Statement; and
- G. To suspend or terminate the procurement process described in this RFP at any time (in its sole and absolute discretion). If terminated, the Borough may determine to commence a new procurement process or exercise any other rights provided under applicable law without any obligation to the respondents.

The Borough of Roseland Zoning Board of Adjustment shall be under no obligation to complete all or any portion of the procurement process described in this RFP.

The Borough of Roseland Zoning Board of Adjustment shall not be obligated to explain the results of the evaluation process to any person or entity, including, without limitation, any respondent.

The Borough of Roseland Zoning Board of Adjustment may require respondents to demonstrate any services described in their proposal prior to award.

LIMITATIONS – This RFP is not an offer, order or contract and should not be regarded as such, nor shall any obligation of liability be imposed on the Borough of Roseland Zoning Board of Adjustment by issuance of the RFP. The Borough of Roseland Zoning Board of Adjustment reserves the right at the Borough of Roseland Zoning Board of Adjustment sole discretion to refuse any submission.

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

ADDITIONAL INFORMATION- Questions regarding this solicitation shall be submitted in writing to:

James Campbell
Land Use Administrator
jcampbell@roselandnj.org

RIGHT TO CANCEL

The Borough of Roseland Zoning Board of Adjustment reserves the right to cancel, for any reason, in part or in its entirety, this RFP, including but not limited to: selection schedule, submittal date, and submittal requirements.

VARIATIONS IN SCOPE OF WORK

The Borough of Roseland Zoning Board of Adjustment may materially change the scope of work. Such changes may include additions, deletions, or other revisions within the general scope of RFP requirements. No material changes or adjustments shall be made without a written amendment to this RFP, signed by the Borough Clerk. The Borough of Roseland Zoning Board of Adjustment reserves the right to waive the written requirement for a variation in scope of work if, in the opinion of the Borough, such variation does not materially change the item or its performance within parameters acceptable to the Borough of Roseland Zoning Board of Adjustment.

LATE SUBMISSIONS- Any proposal received after the date and time specified shall not be accepted or considered.

GENERAL TERMS AND CONDITIONS

RIGHT TO REJECT

The Borough reserves the right to reject any or all proposals and to waive any minor informality in any proposal should it be deemed in the best interest of the Borough to do so.

ORIGINAL/AUTHORIZED SIGNATURES- Each proposal and all required forms must be signed in ink by person authorized to do so and/or notarized as indicated.

DELIVERY OF PROPOSAL- Proposals must be hand delivered or mailed consistent with the provisions of the legal notice to vendors. In the case of mailed proposals, the Borough assumes no responsibility for Proposals received after the designated date and time and will return late proposals.

REQUIRED AFFIRMATIVE ACTION EVIDENCE

Each Professional 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:

1. A photocopy of a valid letter that the Professional is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from date of the letter); or
2. A photocopy of a Certificate of Employer Information Report approval, issued in accordance with N.J.A.C. 17:27-4.
3. A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the Professional in accordance with N.J.A.C. 17:27-4

BUSINESS REGISTRATION CERTIFICATE

N.J.S.A. 52-32-44 required that each applicant (Professional and sub Professional) provide proof of business registration in response to a request for proposals at the time a Request for Qualifications is submitted. Failure to submit a proper certificate is considered a fatal defect and shall render the proposal unresponsive and cannot be cured by the Governing Body. Proof of registration shall be a copy of the applicant's Business Registration Certificate (BRC). A BRC is obtained from the New Jersey Division of Revenue. Information on obtaining a BRC is available on the internet at www.nj.gov/njbs or by phone at (609) 292-1730. N.J.S.A. 52:32-44 imposes the following requirements on Professionals and all sub Professionals that **knowingly** provide goods or perform services for a Professional fulfilling this contract:

- 1) The Professional shall provide written notice to its sub Professionals and suppliers to submit proof of business registration to the Professional;

- 2) Prior to receipt of final payment from a contracting agency, a Professional must submit to the contracting agency an accurate list of all sub Professionals or attest that none were used;
- 3) During the term of this contract, the Professional and its affiliates shall collect and remit, and shall notify all sub-Professionals and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, 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 this State.

A Professional, sub Professional or supplier or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements are available by calling (609)292-9292.

INDEMNIFICATION

The Professional agrees to indemnify and save the Borough of Roseland Zoning Board of Adjustment, the Borough, its officers, agents and employees, hereinafter referred to as indemnities, from all suits, including attorney's fees and costs of litigation, actions, loss damage, expense, cost of claims, of any character or on account of any act, claim or amount arising or recovered under Workers Compensation law, or arising out of failure of the Professional or those acting under Professional to conform to any statutes, ordinances, regulations, law or court decree. It is the intent of the parties to this contract that the indemnities shall in all instances, except for loss or damage resulting from the sole negligence of the indemnities, be indemnified against all liability, loss or damage of any nature whatsoever.

INSURANCE REQUIREMENTS

Prior to commencing work under contract, the successful firm shall furnish the Borough with a certificate of insurance as evidence that it has procured the insurance coverage required herein. A carrier approved by the Borough must provide the coverage. Firms must give the Borough a sixty (60) day notice of cancellation, non-renewal or change in insurance coverage. The successful firm(s) shall provide and maintain the following minimum limits of coverage during the period of performance required under the contract resulting from this Request for Qualifications.

The Vendor providing a service to Borough of Roseland shall maintain the following kinds of insurance with the limits not less than the amounts indicated. All insurers must have an AM Best's rating of at least A- Class VII. The specifications outlined are standard industry Insurance Services Office (ISO) forms that are used by most insurers. In the event a carrier utilizes a

proprietary policy form, the agent or broker must provide a statement that the policy provides a scope of coverage at least as broad as the requested ISO form.

The vendor will provide a Certificate of Insurance evidencing the following coverage

PROFESSIONAL LIABILITY

Minimum of \$1,000,000.00 errors and omissions per occurrence to be amended based upon the specific work and values involved.

AUTOMOBILE LIABILITY

Minimum of \$1,000,000.00 per occurrence. This coverage is required if the operation of any vehicle is required in the performance of the services detailed herein (including but not limited to the use of a vehicle to make any on-site visits).

Worker's Compensation & Employers Liability (If the user is an Employer):

Worker's Compensation as required by statute.

Employers Liability with limits of: \$1,000,000 Each Accident
\$1,000,000 Disease – Policy Limit
\$1,000,000 - Each Employee

All sole proprietors, partners of a partnership, members of a limited liability company must elect worker's compensation and employer's coverage

Commercial General Liability

Occurrence Form - Insurance Services Offices – (ISO) Form CG0001 (Ed. 4/2013; 12/07; 12/04; 10/01)

Limits: \$1,000,000 Each Occurrence
\$1,000,000 Personal & Advertising Injury Limit
\$2,000,000 General Aggregate
\$2,000,000 Products-Completed Operations Aggregate

The following endorsements are to be attached and made a part of the Certificate of Insurance:

- Additional Insured – Designated Person or Organization (CG 20 26 04 13)
Borough of Roseland its elected officials, officers, directors and employees.
Or,
Additional Insured-Owners, Lessees or Contractors (CG2010 Ed 04 13,) Borough of Roseland its elected officials, officers, directors and employees.
- Waiver of Transfer of Rights of Recovery Against Others To Us (CG2404 Ed 05/09) – Applies to: Borough of Roseland its elected officials, officers, directors and employees
- Earlier Notice of Cancellation of Cancellation Provided by Us (CG0224) – Number of Days' Notice: 30 Days except 10 days for non-payment of premium.
Endorsement specifically applying to: Borough of Roseland (insert address).

TERMS OF CONTRACT

January 08, 2024 through December 31, 2024

List hourly rates by title and all other incidental charges separately.

SUBMISSION REQUIREMENTS

CHECK LIST OF REQUIRED DOCUMENTS

Failure to provide the following items, as checked SHALL result in your bid being disqualified. These are MANDATORY requirements of this bid package:

		Initials
Checklist of Required Documents, signed below	<u> X </u>	_____
Hard Copy of Resumes setting forth qualifications	<u> X </u>	_____
Hard copy of Applicant and Designated Individual Resumes	<u> X </u>	_____
Pay to Play Advisory (Disclosure Requirements)	<u> X </u>	_____
Acknowledgement of Addenda (as applicable)	<u> X </u>	_____
Affirmative Action Certification	<u> X </u>	_____
Mandatory Equal Opportunity Employment Language	<u> X </u>	_____
Americans with Disabilities Act	<u> X </u>	_____
Disclosure of Investment Activities in Iran	<u> X </u>	_____
Ownership Disclosure Statement properly notarized	<u> X </u>	_____
Responsible Bidder Certification properly notarized	<u> X </u>	_____
False Statement Penalties Certification properly notarized	<u> X </u>	_____
Non-Collusion Affidavit properly notarized	<u> X </u>	_____

Failure to provide the following items, as checked, MAY result in your bid being disqualified or a request for clarification issued.

Responsible Bidder Checklist	<u> X </u>	_____
Responsibility Acknowledgement (Post Contract Award)	<u> X </u>	_____

Prior to award of the contract the following items, as checked, shall be required:

Business Registration Certificate	<u> X </u>	_____
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Taxpayer Identification (W-9) X _____

After award of the contract THE following items, as checked, shall be required:

Initials

Signed Contracts X _____

Certificate of Insurance for the length of the contract X _____

EACH REQUIRED ITEM MUST BE INITIALED ON THIS FORM IN THE SPACE PROVIDED. THIS CHECKLIST MUST BE SIGNED AND SUBMITTED WITH THE RFP PACKAGE.

COMPANY / BIDDER'S NAME

AUTHORIZED SIGNATURE

DATE

NAME (PRINT) TITLE

EACH REQUIRED ITEM MUST BE INITIALED ON THIS FORM IN THE SPACE PROVIDED. THIS CHECKLIST MUST BE SIGNED AND SUBMITTED WITH THE RFP PACKAGE.

PAY TO PLAY ADVISORY
Disclosure Requirement
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.

This report will include certain contributions and contract information for calendar year 2021.

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

1-609-292-8700

An analyst from ELEC's Special Programs Selection will assist you.

Initials _____

RESPONSIBLE BIDDER'S CHECKLIST

The following are screening statements which shall be used to determine whether or not a prospective applicant is responsible to enter into a contract with the Borough of Roseland.

Refusal to answer or omission of response to any questions in this checklist shall be considered a fatal flaw and shall result in disqualification of the Bidder.

A **YES** answer to any statement below shall require the bidder to explain that answer to the Borough Counsel prior to award of contract.

- | | | |
|--|------------|-----------|
| | Yes | No |
| 1. In the last five (5) years has your firm, or any key person in your firm, been convicted of a crime involving the awarding of a government contract (local, state or federal) or the bidding or performance of a government contract? | _____ | _____ |
| | Yes | No |
| 2. In the last five (5) years, has your firm, or any key Person in your firm, been "defaulted" or "terminated" by an owner (other than for convenience of the owner) or has your insurance had a claim placed against it? | _____ | _____ |
| | Yes | No |
| 3. At the time of submitting this bid form, is your firm or any key Person in your firm, ineligible to bid on or be awarded any public contract, or perform as a sub Professional on a public contract? | _____ | _____ |
| | Yes | No |
| 4. Has your firm, or any key Person in your firm, ever been found guilty on a criminal action, for making any false claim or material misrepresentation to any public agency or entity? | _____ | _____ |
| | Yes | No |
| 5. In the last ten (10) years, has your firm, or any key Person in your firm, ever been convicted of a crime involving any federal, state or local contracts? | _____ | _____ |
| | Yes | No |
| 6. In the last 10 years have you or your firm been held as a defendant by a government entity for failure to perform services. | _____ | _____ |

RESPONSIBILITY ACKNOWLEDGEMENT
POST CONTRACT AWARD

The undersigned hereby acknowledges that the following documents must be submitted to the Borough within 10 days after receiving a Notice to Award by the Borough Clerk.

Certification of Insurance

- In accordance with Borough requirements of “Insurance”

Signed Contracts

- In accordance with Borough requirements of “Notification of Award”

Initial Project Workforce Report

- In accordance with Borough requirements of “Required Affirmative Action Evidence”

Company/Bidder: _____

By Authorized Representative: _____

Signature: _____

Printed Name and Title: _____

Date: _____

RESPONSIBLE BIDDER CERTIFICATION

A copy of this certification must include with the RFP and must be fully completed, signed by at least one general partner, owner or officer authorized to legally obligate the Applicant and notarized.

The Bidder recognized that the information submitted in the questionnaire herein is for the express purpose of inducing the Borough to award a contract to the Bidder. The Bidder has read and understands the requirements of this Bid, and has read and understands the instructions for completing the Bid. The Bidder acknowledges that he/she is duly authorized to provide the information contained in this Bid and that answering the questions in this bid is entirely within his/her control.

DECLARATION

I _____ am the _____
(print name) (title) of Applicant.

I certify that I have read and understand the questions contained in the attached bid, and that to the best of my knowledge and belief all information contained herein and submitted concurrently or in supplemental documents with this bid is complete, current and true. I further acknowledge that any false, deceptive or fraudulent statements on the bid may result in non-award of contract. I authorize the Borough to contact any entity named herein, or any other internal or outside resource, for the purpose of verifying information provided in the questionnaire or to develop other information deemed relevant by the Borough.

Signature

Sworn and subscribed to before me on
this _____ day of
_____, 20____

Signature of Notary

Notary seal

Print Name

FALSE STATEMENT PENALTIES CERTIFICATION
N.J.S.A. 40A:11-34

Any person who makes or causes to be made, a false, deceptive or fraudulent statement in the statement or answers in response to the questionnaire, or in the course of any hearing hereunder, shall be guilty of a misdemeanor, and upon conviction shall be punishable by a fine of not less than \$100.00 nor more than \$1,000.00 and shall be permanently disqualified from bidding on all public work or contracts of the contracting unit which submitted the questionnaire; or, in the case of an individual or an officer or employee charged with the duty of responding to the questionnaire for a person, firm, co-partnership, association or corporation, by such fine or by imprisonment, not exceeding 6 months, or both.

Print Name

Signature of Preparer or
Officer of the Applicant

Sworn and subscribed to before me on
_____ day of
_____, 20____

Signature of Notary

Notary Seal

Print Name

STATEMENT OF OWNERSHIP DISCLOSURE

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

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

Name of Organization: _____

Organization Address: _____

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

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

Part II

- The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. (**COMPLETE THE LIST BELOW IN THIS SECTION**)
- OR**
- No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. (**SKIP TO PART IV**)

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

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

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

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

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

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

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

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the ***Borough of Roseland*** 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 ***Borough of Roseland*** to notify the ***Borough of Roseland*** 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 ***Borough of Roseland*** to declare any contract(s) resulting from this certification void and unenforceable.

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

AFFIDAVIT OF NON-COLLUSION

The undersigned, being duly sworn according to law, deposes and says:

1. I reside at _____

2. The name of the within applicant is _____

3. I executed the said qualifications proposal on behalf of the applicant with full authority to do so.
4. The applicant has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of fair and open process in connection with the contract.
5. All statements contained in the Qualification Statement Qualification Proposal and in this Affidavit are true and correct and were made with the full knowledge that the Borough of Roseland, County of Essex, its officers and employees, relies upon the truth of the statements therein made in awarding the above-named contract.
6. I further warrant that no person or selling agency has been employed or retained to solicit or service such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bonafide employees of or bonafide established commercial selling agencies maintained by the applicant.

Sworn and subscribed to
before me on this day of

_____ ,

Signature of Applicant

Print Name

Signature of Notary

Print Name

AFFIRMATIVE ACTION CERTIFICATION

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

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

(a) A photocopy of a valid letter that the Professional 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 Professional in accordance with N.J. A.C. 17:27-4.

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

The successful vendor 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 certified 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 qualification proposal shall be rejected as non-responsive if said Professional fails to comply with the requirements of N.J.S.A. 10-5-31 and N.J.A.C. 17:27.

APPLICANT NAME

AUTHORIZED SIGNATURE

PRINT NAME

TITLE

TELEPHONE

EXHIBIT A

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

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

The Professional or sub Professional, 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 Professional will take affirmative action to ensure that such applicants are recruited and employed, and the 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 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 Professional 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 Professional or sub Professional, where applicable, will, in all solicitations or advertisements for employees placed by or on behalf of the Professional, 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 Professional or sub Professional, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Professional's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The Professional or sub Professional, 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 Professional or sub Professional 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 Professional or sub Professional 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 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 Professional or sub Professional 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 Professional or sub Professional 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 Professional 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 Affirmation Action Plan Approval
Certificate of Employment Information Report
Employee Information Report form AA302

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

COMPANY NAME

DATE:

ADDRESS

CITY, STATE, ZIP CODE

TELEPHONE: _____

By: _____
SIGNATURE

PRINT NAME & TITLE

QUALIFICATION PROPOSAL

Date: _____

Company Name: _____

Address: _____

The undersigned declares that he has carefully examined and fully understands the Information for Applicants and other documents herein referred to and agrees to perform all work in accordance with the contract documents.

Applicant's Name

Authorized Signature

Print Name

Title

Telephone

Fax

E-Mail Address

Witness or Attest:

Signature

Print Name
(If Corporation, affix Corporate Seal)

**ACKNOWLEDGEMENT OF RECEIPT OF CHANGES TO
QUALIFICATION PROPOSAL DOCUMENTS FORM**

Pursuant to N.J.S.A. 40A:11-23 IA, the undersigned hereby acknowledges receipt of the following notices, revisions, or addenda to the qualification proposal advertisement, specifications or qualification documents. By indicating date of receipt, applicant acknowledges the submitted qualification proposal takes into account the provisions of the notice, revision or addendum. Note that the local unit's record of notice to applicants shall take precedence and that failure to include provisions of changes in a qualification proposal may be subject for rejection of the proposal.

Check if not addendum issued _____

Addendum Number	How Received (mail, fax, pick-up, etc.)	Date Received

Company/Applicant:

By Authorized Representative:

Signature: _____

Print Name and Title: _____

Date: _____

AMERICAN WITH DISABILITIES ACT
Equal Opportunity For Individuals With Disabilities

The Professional and the Borough of Roseland do hereby agree that the provision of Title II of the Americans With Disabilities Act of 1990 (the "ADA") (42 U.S.C. section 12101 et seq.), which prohibits discrimination on the basis of disability by the public entities in all services, programs and activities provided or made available by public entities and the rules and regulations promulgated pursuant thereto, are made part of contract. In providing any aid, benefit or service on behalf of the Borough pursuant to this contract, the Professional agrees that the performance shall be in strict compliance with the ADA. In the event that the Professional, its agents, servants, employees or sub Professionals violate or are alleged to have violated the ADA during the performance of this contract, the Professional shall defend the Borough in any action or administrative proceeding commenced pursuant to this ADA. The Professional shall indemnify, protect and save harmless the Borough, 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 Professional 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 Borough grievance procedure, the Professional agrees to abide by any decision of the Borough which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the Borough or if the Borough incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the Professional shall satisfy and discharge the same at its own expense.

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

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

It is further agreed and understood that the Borough assumes no obligation to indemnify or save harmless the Professional, its agents servants, employees and sub Professionals for any claim which may arise out of their performance of this agreement.

Furthermore, the Professional expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the Professional's obligations assumed in this agreement, nor shall they be construed to relieve the Professional from any liability, nor preclude the Borough from taking any other actions available to it under any other provisions of this agreement or otherwise by law.

Initials _____

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.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. 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 ").					

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	

.EXHIBIT B
2024 AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN
THE BOROUGH OF ROSELAND _____

THIS AGREEMENT is made this day of, 2024 between _____ (hereinafter referred to as the “Firm”) having an address of _____ and the Borough of Roseland (hereinafter referred to as “Roseland”) having an address of 140 Eagle Rock Avenue, Roseland, New Jersey 07068.

WHEREAS, Roseland contemplates the retention of the Firm to provide professional services to Roseland and/or their employees (individually and collectively referred to herein as the “Roseland Entities”) regarding matters of the nature of legal/Real Estate Attorneying/architectural/real estate/etc. services with respect to Roseland’s Request for Proposal for _____ approved in Resolution _____; and

WHEREAS, the Firm desires to provide such representation.

NOW THEREFORE, in consideration of the mutual covenants herein contained, it is mutually agreed by and between the parties as follows:

1. Term

Except as otherwise provided by the terms of this Agreement, Roseland is retaining the Firm for the period beginning on January 08, 2024 and ending on December 31, 2024 (the “Term”).

2. Services Provided by the Firm

Following the assignment of a matter under Section 2 (A) hereof and performance by the Firm of a conflicts check, as required pursuant to Section 6 hereof, the Firm shall undertake the professional work assigned with respect to the Roseland Entities pursuant to the following procedures and requirements:

A.) Case Assignment

The Firm shall represent the Roseland Entities in specifically assigned matters. The scope of the Firm’s representation and the identity of the Roseland Entities to be represented shall be as established in the Request for Proposal, if applicable, communications from the Borough Administrator, the Borough’s Attorney, Superintendent of Public Works, and/or communications from Roseland’s Attorney, (hereinafter referred to as “General Counsel”) for each assigned matter.

B.) Coordination with Roseland

Regarding legal matters, the Firm acknowledges and agrees that it will coordinate all aspects of any legal matter with Roseland's General Counsel including but not limited to discussing strategy; negotiation; drafting and preparation of documents, contracts, pleadings, briefs and motions; retention of experts and expert reports; and/or litigation. The Firm shall provide General Counsel with copies of all court notices and Orders as the Firm receives them and shall provide General Counsel with reasonable advance notice of all litigation events including but not limited to court appearances and conferences, arbitrations, mediations, discovery deadlines, deposition, motions and trial dates. No expert shall be retained without the prior notice and approval of General Counsel. In the event Roseland maintains a panel list of experts, court reporters or other litigation support professionals, the Firm shall use experts or professionals from said panel list. Substantive documents drafted by the Firm must be provided to General Counsel prior to their service upon other parties, mediators, arbitrators or the Court and shall be provided reasonably in advance of any applicable deadline in order to allow a reasonable period of time for review and comment by General Counsel. Further, the Firm shall undertake no research, motion or substantive action without prior written notice to and approval by General Counsel. Motions prepared and research conducted without prior written approval and hearings/conferences attended without prior notice to General Counsel may not be reimbursed. Further, in matters where Roseland has assigned more than one attorney, the Firm shall look to General Counsel for overall matter coordination. Joint meetings or conferences conducted without reasonable prior notice to General Counsel may not be reimbursed. The Firm shall consult with General Counsel regarding the appropriateness of settlements prior to negotiation and completion of such settlements. The terms of all such settlements, whether at trial or otherwise, must first be approved by the General Counsel who will communicate with the Governing Body with or without the Firm's participation in the judgment of General Counsel.

Regarding all matters, the Firm shall coordinate its efforts with Roseland's Borough Attorney, Special Counsel for COAH matters, and the Roseland Borough Administrator,. The Firm shall keep these individuals advised regarding the progress of the assigned matter and shall not incur any expenses without the prior written approval of the Governing Body.

C.) Reporting Requirements Legal Litigated Matters

In the case of legal, litigated matters, the Firm shall prepare a brief one page quarterly report for each matter it has been assigned (the "QCR") along with a Budget (as described below). Each QCR shall briefly summarize the status of the matter, and where applicable in litigation and tax appeal matters, the estimated exposure of the Roseland Entities for each matter it is currently handling. The QCR shall include the Firm's best estimate of the reserves (both settlement and trial values) it recommends be established for each matter, if applicable.

The Budget shall set forth the estimated legal fees and costs that the Firm expects to be incurred that quarter. The General Counsel's receipt of Budgets that the Firm submits

shall not be construed as Roseland's approval for the Firm to incur costs or submit invoices to the extent set forth therein, it being understood that said budgets are submitted solely for the purpose of the General Counsel's consideration, not its approval.

A current version of each QCR and Budget shall be transmitted to General Counsel no later than the tenth day of the first month following the end of each calendar quarter (i.e., the March QCR (known as the "First Quarter QCR") is due April 10; the June QCR (known as the "Second Quarter QCR") is due December 10, etc.). No QCR shall exceed two (2) pages in length. The aggregate time billed for the preparation of each QCR and Budget shall not exceed 1.0 hour unless first approved in writing by General Counsel. In the event that new or additional facts or circumstances are revealed during the period between issuance of QCRs that may substantially change the Roseland Entities' position or exposure in a matter, the Firm shall immediately inform General counsel.

The Firm acknowledges and agrees that should the Firm fail to provide the General Counsel with the QCRs or Budgets in compliance with the above requirements, Roseland may withhold, discount or deny any payment due on the invoices the Firm bills to Roseland. The discount remedy shall be taken in an amount or at terms at Roseland's sole discretion and shall be in addition to all other remedies available to Roseland as provided by this Agreement or at law.

D.) Communication with Media

The Firm shall not provide documents or discuss or otherwise communicate the status of any matter, or provide any other information regarding any matter assigned under this Agreement to any newspaper, TV, internet or any other media outlet or reporter without the express, prior approval of General Counsel.

4. Reimbursement

Except as otherwise set forth in this Agreement, Roseland agrees to reimburse the Firm for services provided by the Firm hereunder at the rates set forth in Roseland's Governing Body's Resolution appointing the Firm or the rate set forth in the Firm's Request for Proposal, whichever is lower. In no case, shall Roseland pay or shall the Firm be entitled to receive any compensation greater than the amount of money set as a "Not to Exceed" in the original Resolution appointing the Firm, or in any other Resolution increasing the "Not to Exceed" amount.

Roseland also agrees to reimburse the Firm for reasonable preapproved expenses in accordance with the Firm's Request for Proposal and Resolution of Roseland's Governing Body appointing the Firm.

The Firm shall submit invoices for services rendered and disbursements made for payment for each matter no greater than sixty (60) days (the "deadline") following the date such service is provided or cost is incurred. For example, services provided on March 1 must be presented in an invoice to Roseland no later than May 1. The Firm agrees that

Roseland shall, at its sole discretion, be entitled to refuse or reduce payment for invoices received after the deadline. All invoices provided by the Firm shall be submitted individually, in duplicate with a cover letter indicating, in alphabetical order by case name all invoices being submitted for payment. Each individual invoice shall include the time period during the billed fees and costs were incurred and the total fees and costs being billed. Time entries on all invoices shall describe each task involved and the amount of time dedicated to that task. (For example, it shall be insufficient to state "Work on motion"; rather, the entry shall explain what tasks were performed in drafting said motion). The Firm shall not bill for voicemail messages left or received from any person. Roseland reserves the right to deduct Firm charges that it believes exceed what is reasonably required to complete the task in question. Not more than one attorney or paralegal shall bill time to any task unless the General Counsel approves same in advance. Invoices containing billing for third-party vendor charges must have attached detailed copies of each such invoice. Travel will be reimbursed based upon detailed statements describing such travel (i.e., beginning and ending points, miles traveled and rate per mile charged). Mileage charges shall not exceed that rate which is currently approved by the IRS less 0.05 cents per mile (i.e., if the IRS approved rate for business mileage is 0.50/mi, Roseland will reimburse at 0.45/mi.). In the event copy costs are to be billed, the rate shall not exceed 10 cents per page. Roseland will not reimburse for telefax charges incurred by the Firm unless the General Counsel approves in advance the use of and billing for such telefax delivery in advance in writing. Roseland will not pay for scanning and email of documents. Roseland will reimburse overnight and same day delivery charges (i.e., FedEx, Lawyers Service, etc.) at the actual cost Firm incurs.

Notwithstanding the above, in no case shall Roseland be required to pay the Firm an amount of money that in total exceeds the "Not to Exceed" amount set forth by the Governing Body's Resolution accepting the Firm's Request for Proposal or appointing the firm, as modified by any future "Not to Exceed" that the Governing Body resolves.

5. Insurance

The Firm will carry Professional Liability Insurance with limits of not less than \$1MM per Claim/\$1MM aggregate. The Firm shall provide Roseland evidence of this coverage to Roseland's Borough Administration at the time of the execution of this agreement and immediately upon reasonable request.

6. Conflict

The Firm shall perform a conflict check prior to accepting any matter assigned, and shall not undertake the representation of any person or entity whose interests are or which may be adverse to Roseland Entities. The Firm agrees that its representation of any person or entity whose interests is or may be adverse to Roseland Entities constitutes a conflict. The Firm acknowledges and agrees that its representation of any person or entity in a claim which is adverse to the Roseland Entities via direct claim, cross-claim or otherwise, shall be grounds for immediate termination by Roseland pursuant to Section 9 (A) hereof. Further, Roseland shall be entitled to deny payment for any services the Firm bills Roseland

for any or all matters assigned to the Firm, even for matters unrelated to the conflict, from the period beginning upon when such conflict arose. The prohibitions set forth in this Paragraph 6 shall survive the expiration or termination of this Agreement for a period of no less than three years.

7. No Assignment, Reimbursement or Acceptance of Other Member Work.

The obligations of the Firm may not be assigned, subcontracted or otherwise deferred to any person, firm or other entity without the prior written consent of Roseland, as evidenced in writing. Further, the Firm covenants and agrees that it shall not accept compensation, reimbursement or payment in any form or fashion from any person, other than Roseland for the Firm's performance of the services required under this Agreement. Finally, the Firm agrees that other than the matters currently being handled on behalf of any of the Roseland Entities, the Firm will not undertake to represent or provide legal services to any official, agent, representative or employee of Roseland, without prior written notice to and approval by Roseland.

8. Independent Contractor

The Firm shall be an independent contractor and any individual providing any services on behalf of the Firm shall not be considered an employee of Roseland.

9. Termination

Roseland may terminate this Agreement at any time upon Roseland's Governing Body's resolving to terminate the agreement and upon Roseland providing Firm written notice (the "Termination Notice"). In addition to Roseland's right to deny payment of Firm invoices as otherwise set forth in this Agreement, Roseland shall not be liable for any legal fees the Firm incurs following the delivery of the Termination Notice. The Firm shall reasonably and professionally cooperate at its sole cost and expense with the transition of any and all matters the Firm was assigned to any successor firm including but not limited to executing all necessary substitutions of attorneys and providing all original files promptly to successor firm upon successor firm's request.

The Firm may terminate this Agreement only upon sixty (60) days written notice.

10. Distribution of Claims

Roseland's Governing Body shall, at its sole discretion, determine which matters, if any are assigned to the Firm. Roseland does not guarantee a minimum caseload or the assignment of any matters to the Firm.

11. Complete Agreement

This Agreement contains all of the terms and conditions agreed to by the parties hereto, and no other agreements, oral or otherwise regarding the subject matter of this Agreement shall be deemed to exist or bind any of the parties hereto. Notwithstanding the above, the Firm shall be bound by all its representations made in connection with any Request for Proposal.

12. Governing Law and Remedies

This Agreement shall be governed by and construed under the laws of the State of New Jersey. Roseland hereby reserves all rights and remedies available for the Firm's breach of this Agreement.

13. Dispute Resolution

Any disputes between the Firm and Roseland arising out of this Agreement shall, at the discretion of Roseland, be submitted to binding arbitration to be venued in Essex County, New Jersey pursuant to the Rules of the American Arbitration Association. Roseland specifically reserves all rights and remedies, whether pursuant to this contract, statute or common law, for any breach of this Agreement. At a minimum, it shall be a breach of this Contract for failure of the Firm to satisfy any of the conditions of this Agreement

14. Notice

All notices required under this Agreement shall be sent via certified mail, return receipt requested or via overnight mail and shall be deemed duly given when sent in the foregoing manner to the parties at the following addresses, or to such other addresses as are established by notice provided for under this paragraph, Notice of change of address shall only be effective upon receipt thereof:

To Roseland:

James Campbell
Borough of Roseland
300 Eagle Rock Avenue
Roseland, New Jersey 07068

To the FIRM:

15. Compliance with New Jersey Law

This agreement is expressly contingent upon the Firm complying with all federal and state laws and providing Roseland with all documents requested to assure compliance with same. The Firm warrants and represents that it shall be in good standing with the state of New Jersey at all times during the term of this agreement and that the Firm shall

at all times comply with all Federal and State laws including the requirements of N.J.S.A. 10:5-31 et seq. The Firm shall also comply with all New Jersey “pay to play” rules and regulations and shall furnish all documents Roseland requests in furtherance of those rules and regulations. The Firm shall also furnish a Business Registration Certificate upon Roseland’s request in the future.

WITNESS:

BOROUGH OF ROSELAND ZONING BOARD OF ADJUSTMENT

BY: _____

DATE _____

WITNESS:

FIRM

BY: _____

DATE: _____