

THE TOWN OF MORRISTOWN

**REQUEST FOR QUALIFICATIONS FOR THE PROVISION OF
AVIATION COUNSEL SERVICES**

ISSUE DATE: DECEMBER 18, 2023

DUE DATE: JANUARY 3, 2024 AT 4PM

Please submit responses to:

Jillian Barrick
Business Administrator
Town of Morristown
200 South St. CN914
Room 239, Office of Mayor/Administration
Morristown, New Jersey 07963

GLOSSARY

The following definitions shall apply to and are used in this Request for Qualifications:

"Town" - refers to the Town of Morristown.

"Principals" means persons possessing an ownership interest in the Respondent. If the Respondent is a corporation, "Principals" shall include each investor who would have any amount of operational control over the Respondent and every stockholder having an ownership interest of ten percent (10%) or more in the firm.

"Qualification Statement" - refers to the complete responses to this RFQ submitted by the Respondents.

"Qualified Respondent" - refers to those Respondents who (in the sole judgment of the Town) have satisfied the qualification criteria set forth in this RFQ.

"Respondent" or "Respondents" - refers to the interested firm(s) that submit a Qualification Statement.

"Review Team" – Members of the Town Administration and its legal and/or financial advisors who shall review the Qualification Statements.

"RFQ" - refers to this Request for Qualifications, including any amendments thereof or supplements thereto.

SUBMISSION DEADLINE

ADDRESS ALL SEALED PROPOSALS TO:

Jillian Barrick
Business Administrator
Town of Morristown
200 South St. CN914
Room 239, Office of Mayor/Administration
Morristown, New Jersey 07963-0914
“RFQ- AVIATION COUNSEL SERVICES 2023”

Town of Morristown
200 South St. CN914
Room 239, Office of Mayor/Administration
Morristown, New Jersey 07963-0914

Proposal delivery is strongly encouraged to be made by Commercial Mail Carrier (USPS, FEDEX, UPS) so that tracking information is confirmed. The Town will not be responsible for late delivery by the U.S. Mail or any other carrier. If delivered by hand, you will not receive confirmation of delivery. **No late proposals will be accepted. Proposals submitted by fax or e-mail will not be accepted.**

SECTION 1

INTRODUCTION AND GENERAL INFORMATION

1.1 Introduction and Purpose.

The Town is soliciting Qualification Statements from interested persons and/or firms for the provision of the professional services described herein. Through a Request for Qualification process, persons and/or firms interested in assisting the Town with the provision of such services must prepare and submit a Qualification Statement in accordance with the procedure and schedule in this RFQ. The Town will review only Qualification Statements that include all the required information as described herein. The Town intends to qualify persons and/or firms that (a) possess the professional capabilities to provide the proposed services; (b) will agree to work under the compensation terms and conditions set forth; and (c) have demonstrated the capability and willingness to provide high quality services to the Town.

1.2 Procurement Process and Schedule.

The services that are the subject of the RFQ constitute professional services in accordance with the Local Public Contracts Law, N.J.S.A. 40A:11-1 *et seq.*, and are not subject to public bidding. However, this RFQ process is being undertaken in accordance with, N.J.S.A. 19:44A-20.5 *et seq.* The Town has structured a competitive procurement process which ensures that anyone interested in providing the services sought has an opportunity to submit a Qualification Statement in response to this RFQ.

The Town's Evaluation Team will evaluate responses to this RFQ in accordance with the criteria set forth in Section 5. Based upon the totality of the information contained in the Qualification Statement, and from the Vendors' references, the Evaluation Team will determine which Vendors are qualified. Each Vendor that meets the requirements of the RFQ (in the sole judgment of the Town) will be designated as a Qualified Vendor, and considered for selection by the Town.

The RFQ process commences with the issuance of this RFQ. The steps involved in the process and the anticipated completion dates are stated in the Anticipated Procurement Schedule. The Town reserves the right to, among other things, amend, modify or alter the Procurement Schedule upon notice to all potential Vendors who have provided contact information to the Business Administrator upon receipt of this RFQ.

CONTACT PERSON

Jillian Barrick, Business Administrator
Town of Morristown
200 South St. CN914
Room 239, Office of Mayor/Administration
Morristown, New Jersey 07963

SEALED PROPOSALS

Proposer must submit One (1) Original Paper hard copy and One (1) copy in a sealed envelope, labeled "***Qualifications for Aviation Counsel Services 2023***" addressed in accordance with the front page of this document.

Subsequent to issuance of this RFQ, the Town (through the issuance of addenda to all firms that have received a copy of the RFQ) may modify, supplement or amend the provisions of this RFQ in order to respond to inquiries received from prospective Respondents or as otherwise deemed necessary or appropriate by, and in the sole judgment of, the Town.

ANTICIPATED PROCUREMENT SCHEDULE

ACTIVITY	DATE
1. Issuance of Request for Qualifications	December 18, 2023
2. Receipt of Qualification Statements	January 3, 2024
3. Completion of Evaluation of Qualification Statements by the Review Team	January 9, 2024
4. Town Review of Review Team Recommendations	January 12, 2024
5. Approval of Professional Services Resolutions by Town Council	January 23, 2024

1.3 Conditions Applicable to RFQ.

Upon submitting a Qualification Statement in response to this RFQ, the Vendor acknowledges and consents to the following conditions:

- This document is an RFQ and does not constitute an RFP.
- This RFQ does not commit the Town to issue an RFP.
- All costs incurred by the Vendor in connection with responding to this RFQ shall be borne solely by the Vendor. There shall be no claims whatsoever against the Town, its staff or consultants for reimbursement or payment of costs or expenses incurred in the preparation of the Qualification Statement or other information required by the RFQ.
- The Town reserves the right to reject for any reason any and all responses and components thereof.
- The Town reserves the right to reject any Vendor that submits incomplete responses to this RFQ, or a Qualification Statement that is not responsive to the requirements of this RFQ.
- The Town reserves the right, without prior notice, to supplement, amend, or modify this RFQ, or to request additional information.
- All Qualification Statements shall become the property of the Town and will not be returned.

- All Qualification Statements will be made available to the public at the appropriate time, as determined by the Town in accordance with law.
- Any Qualification Statements not received by the Town timely will be rejected.
- The Town shall not be liable for any claims or damages alleged to have been incurred as a result of this RFQ process, including the Town's review of Qualification Statements and its award of contracts.

1.4 Rights of the Town.

The Town reserves the following rights with regard to this RFQ and the procurement process in accordance with the provisions of applicable law:

- To determine that any Qualification Statement received complies or fails to comply with the terms of this RFQ.
- To supplement, amend or otherwise modify the RFQ through issuance of addenda to all prospective Vendors who have received a copy of this RFQ.
- To waive any technical non-conformance with the terms of this RFQ.
- To change or alter the schedule for any events called for in this RFQ upon the issuance of notice to all prospective Vendors who have received a copy of this RFQ.
- To conduct investigations of any or all of the Vendors, as the Town deems necessary or convenient, to clarify the information provided as part of a Qualification Statement, and to request additional information to support the information included in any Qualification Statement.
- To suspend or terminate the procurement process described in this RFQ at any time, commence a new procurement process, or exercise any other rights provided under applicable law without any obligation to the vendors.

The Town shall be under no obligation to explain the results of the evaluation process to any proposer.

The Town may require proposers to demonstrate any services described in their proposal prior to award.

1.5 Addenda or Amendments to RFQ.

After the issuance of the RFQ, but no later than five (5) business days prior to the Due Date, the Town may issue addenda, amendments or answers to written inquiries. Addenda will be posted on the Town's website, www.townofmorristown.org. Addenda will constitute a part of the RFQ. All responses to the RFQ shall be prepared with full consideration of any addenda issued.

1.6 Proposal Format.

Responses should cover all information requested in Section 3 of this RFQ. Responses that do not meet the requirements of the RFQ or which are in any way conditional, incomplete, obscure, contain additions or deletions from requested information, or contain errors may be rejected.

1.7 Assignment

The Vendor shall not assign, transfer, convey or otherwise dispose of the Contract, or its rights, title or interest in or to the Contract or any part thereof without the prior written consent of the Town as evidenced and memorialized in a resolution authorizing such assignment or transfer attached to each copy of the Contract. The Vendor shall not assign, by power of attorney or otherwise, any of the monies to become due and payable under the Contract unless with the prior written consent of the Town evidenced by and memorialized in a written resolution of consent.

If the Vendor assigns, transfers, conveys or otherwise disposes of the Contract in whole or in part or of its right, title or interest therein without the prior written consent of the Town or any of the monies to become due under the Contract, to any person, firm, or corporation, then the Town may, at its option, revoke the Contract and thereupon the Town shall be relieved and discharged from any and all liability and obligations growing out of the Contract; provided that nothing herein contained shall be construed to hinder, prevent or affect the assignment for the benefit of the Vendor's creditors made pursuant to the statutes of the State of New Jersey.

1.8 Qualification

The Town may make such investigations as it deems necessary to determine the ability of the Vendor to perform the Services and the Vendor shall furnish to the Town all information and data for this purpose as the Town may request. The Town reserves the right to reject any response if the evidence submitted by or investigation of such Vendor fails to satisfy the Town that such Vendor is properly qualified to carry out the obligations of the Contract and to perform the Services.

1.9 Applicable Laws

The Vendor's attention is directed to the fact that all applicable Federal and State laws, municipal ordinances and rules and regulations of all authorities having jurisdiction over the Services shall apply to the Contract throughout the term of the Services, and they shall be deemed to be

included in the Contract the same as though herein written out in full.

1.10 Affirmative Action Requirements

Each selected Vendor shall be required to comply with the provisions of New Jersey Department of Treasury, Affirmative Action Requirements of N.J.S.A. 10:5- 31 et seq. and N.J.A.C. 17:27.

1.11 Award of Contract

The Town reserves the right to reject any or all responses or to waive any material defect or informality in any response and to suspend or abandon this process at any time or from time to time.

1.12 Governing Law

New Jersey law will govern the interpretation of the General Conditions. Vendor consents to venue and jurisdiction in the State of New Jersey.

1.13 Partial Invalidity

In the event any provision of the General Conditions shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

1.14 State Sales Tax Exemption

The Town is an organization exempt from the New Jersey State Sales and Use Tax Act, N.J.S.A. 54:32B-1 et seq., in accordance with Section 9 of the Act, N.J.S.A. 54:32B-9(a)(1).

1.15 Labor

The Vendor shall and will be required to conform to the Labor Law of the State of New Jersey and the various acts Amendatory and Supplemental thereto, as applicable, and in accordance with the New Jersey Department of Labor and Industry Prevailing Wage Rate Determination. The rate of wages for all laborers employed by the Vendor shall not be less than the prevailing wage rate so established for work to be performed under the terms of the Contract and a copy of the Determination of the Wage and Hour Bureau or other documents specifying the prevailing wages is considered as incorporated by reference as a part of the Contract.

1.16 Business Registration

The Vendor shall comply with P.L. 2004, c.57, the State Contractor Business Registration Program. Vendor shall be registered at the time of submission and shall provide proof of registration no later than at time of qualification.

1.17 Selection Process

The qualification criteria set forth in Section 2. The responses will be reviewed by the committee(s). This committee(s) and weighting of the criteria shall be disclosed at the time of the response/proposal opening. The committee(s) will recommend to the Governing Board of the Town qualification of vendor(s) and award of contract(s). The Governing Board thereafter may adopt a resolution accepting the recommendations of the committees. Vendor(s) awarded contracts by the Town may be required to sign contracts in a form directed by the Town. Vendor(s) may also be required to provide the Town with proof of insurance with coverages required by the Town.

1.18 Record Retention

Vendors awarded contracts will be required to maintain all documentation related to products, transactions or services under the contract for a period of seven (7) years from the date of final payment. Such records shall be made available to the Office of the New Jersey State Comptroller upon request.

1.19 Americans with Disabilities Act of 1990 Equal Opportunity for Individuals with Disabilities

The Contractor and the Town do hereby agree that the provisions of Title II of the Americans with Disabilities Act of 1990 (the "ADA") (42 U.S.C. 12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the Town pursuant to this contract, the Contractor agrees that the performance shall be in strict compliance with the Act.

In the event that the Contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the Contractor shall defend the Town in any action or administrative proceeding commenced pursuant to this Act. The Contractor shall indemnify, protect, and save harmless the Town, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The Contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the Town grievance procedure, the Contractor agrees to abide by any decision of the Town which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the Town or if the Town incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the Contractor shall satisfy and discharge the same at its own expense.

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

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

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

SECTION 2 SCOPE OF SERVICES

The Town seeks Qualification Statements from Vendors that have expertise in the provision of **Aviation Counsel Services**. Firms and persons responding to this RFQ shall be able to demonstrate that they will have the

continuing capabilities to perform the Services, including, but not limited to, the following:

1. Legal services as requested by the Town, including representation of the Town in the prosecution and defense of litigation in court or in an administrative law hearing;
2. A deep understanding of regulatory compliance, including but not limited to the Federal Aviation Administration (FAA), Transportation Security Administration (TSA), FAA Dynamic Regulatory System (DRS), Title 14 (Aeronautics) , Title 49 (Transportation), and experience with government investigations;
3. Attendance at regular, special and emergency meetings of the Town and preparation of any and all pertinent documents relating thereto, as required;
4. Attendance at all other meetings that the Town or Business Administrator deem necessary;
5. Preparation of legal opinions or legal memoranda requested by the Town or its Executive Director.
6. Have a minimum of ten (10) years' experience with public entities.

All attorneys who will provide services to the Town must be licensed to practice in the State of New Jersey. The Town anticipates awarding a contract for the Services at the January 23, 2023 Council meeting.

SECTION 3 SUBMISSION REQUIREMENTS

3.1 General Requirements.

Vendor's Qualification Statement must meet or exceed the professional, administrative and financial qualifications set forth in this Section 3 and shall incorporate the information requested below.

In addition to the information described below, Vendors are invited to submit supplemental information that may be useful to the Town in evaluating the Qualification Statement. This information may include, for example, a firm profile or brochure. Vendors are encouraged to be clear, factual, and concise in their presentation of information.

Proposer shall submit an acknowledgement accepting the follow **Cost Proposal:**

Hourly rate for Attorneys: \$150.00/hr
Hourly rate for Paralegals: \$100.00/hr

As a public entity, the Town can only reimburse for expenses actually incurred. Accordingly, the Town will reimburse for the following itemized expenses ONLY:

1. Cost of duplication;
2. Priority Postage/Express Delivery;
3. Court costs and Filing Fees;
4. Transcript costs; and
5. Other such costs and expenses as may be PRE-APPROVED by the Town

3.2 Administrative Information Requirements.

The Vendor shall, as part of its Qualification Statement, provide the following documentation and information:

7. An executive summary (not to exceed two (2) pages) of the information contained in all the other parts of the Qualification Statement.
8. An executed Letter of Intent (Exhibit A) and completed Exhibits B, C, D, E, F, and G. Vendors' attention is called to Exhibit G (*Checklist*) and the additional information that will be required prior to executing a contract with the Town.
9. Business Registration Certificate (BRC) from the State of New Jersey Department of Treasury, Division of Revenue) (N.J.S.A. 52:32-44)
10. Letter of Federal Affirmative Action Plan Approval **OR** Certificate of Employee Information Report **OR** Employee Information Report Form AA302 (available at www.state.nj.us/treasure/contract_compliance)

3.3 Professional Information Requirements.

1. Vendor shall submit a description of its overall experience in providing the same or similar Services. At a minimum, the following information should be included as appropriate:
 - a. Description and scope of Vendor's work experience.
 - b. Three business references, including contact information.
 - c. Explanation of perceived relevance of Vendor's experience to the RFQ.
2. Describe those portions of the Vendor's services, if any that are sub- contracted. Identify all subcontractors the Vendor anticipates using in connection with the Services.
3. Resumes of key employees who will be assigned to provide the Services.

SECTION 4 INSTRUCTIONS TO VENDORS

4.1 Submission of Qualification Statements.

Respondents must submit an original and one (1) copy of their Qualification Statement to the Designated Contact Person:

Jillian Barrick
Business Administrator
Town of Morristown
200 South St. CN914
Room 239, Office of Mayor/Administration
Morristown, New Jersey 07963

To be responsive, Qualification Statements must provide all requested information, and must be in strict conformance with the instructions set forth herein:

1. Qualification Statements must be received by the Town no later than the Due Date, and must be mailed or hand-delivered. Qualification Statements forwarded by facsimile or email will not be considered. Qualification statements received after the designated time on the Due Date will be returned, unopened, to the sender. The Vendor is solely responsible for delays in delivery.
2. Qualification Statements and all Forms and other related information must be stapled or bound, and signed by the Vendor. If Vendor is other than a natural person, the Qualification Statement must be signed by an individual with power to bind the Vendor.

3. The name of the Vendor and the position or contract for which the submission is being made must be printed on the outside of the package containing Vendor's submission. The Town will, in its sole discretion, determine whether to qualify more than one Vendor for the Services.
4. Vendors are reminded to see Exhibit G for the documents that must be submitted with the proposal and those that that successful Vendors must present to the Town prior to the Town's executing a contract for services with the Vendor.

4.2 **Legislative Compliance.**

Business entities are advised of their responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27 if they receive contracts from public entities in a calendar year. Business entities are responsible for determining if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

SECTION 5

EVALUATION

The Town's objective in soliciting Qualification Statements is to enable it to select a firm, individual, or organization that will provide high quality and cost-effective services to the Town. The Town's Evaluation Team will consider Qualification Statements only from firms, individuals, or organizations that, in the Evaluation Team's judgment, have demonstrated the capability and willingness to provide high quality services to the Town in the manner described in this RFQ. The Evaluation Team will consider all relevant factors, including, but not limited to:

1. Experience similar to the Services requested in this RFQ, including adherence to deadlines, efficiencies, and economies utilized to reduce time and cost of an assignment.
2. Staffing; professionals and support staff available to assist the Town.
3. Familiarity with the Town and/or similar public entities.
4. Vendor's apparent understanding of the Scope of Work requested.
5. Completeness of the Proposal.
6. Other factors determined to be in the best interests of the Town.

Exhibit A LETTER OF INTENT

(To be prepared on Vendor's Letterhead. No modifications may be made to this letter)

Date:

Jillian Barrick
Business Administrator
Town of Morristown
200 South St. CN914
Room 239, Office of Mayor/Administration
Morristown, New Jersey 07963

Re: Letter of Intent

Dear Ms. Barrick:

The undersigned, as Vendor, has (have) submitted the attached Qualification Statement in response to a Request for Qualifications, issued by the Town of Morristown dated _____ in connection with the Town's need for professional services. The undersigned hereby states:

1. The Qualification Statement contains accurate, factual and complete information to the best of our knowledge and belief. The Qualification Statement is submitted in good faith. I/we understand that any false statement may result in my/our disqualification.
2. Vendor agrees to participate in good faith in the procurement process described in the RFQ and to adhere to the Town's procurement schedule.
3. Vendor acknowledges that all costs incurred by it (them) in connection with the preparation and submission of the Qualification Statement, amendments thereto, and any other documents prepared and submitted in response to the RFQ, or any negotiation which results therefrom shall be borne exclusively by the Vendor.
4. Vendor hereby declares that the only persons anticipated by Vendor to perform the professional services for which this Qualification Statement is submitted are named herein and that no person other than those herein named participated in this Qualification Statement or will participate in any contract to be entered into between Vendor and the Town. Vendor declares that this Qualification Statement is made without connection with any other person, firm or parties who has submitted a Qualification Statement, except as expressly set forth below, and that it has been prepared and submitted in good faith and without collusion or fraud
5. Vendor acknowledges and agrees that the Town may modify, amend, suspend and/or terminate the procurement process (in its sole judgment).

6. Vendor acknowledges that if it becomes the Successful Vendor and is awarded a contract to provide the Services, it shall comply with all applicable affirmative action and equal employment opportunity laws.

Signed: _____

Printed: _____

Title: _____

**If a joint venture, partnership or organization other than a natural person is submitting a Proposal, this Letter of Qualification must be signed by an individual with the Town to bind the organization.*

EXHIBIT B ADMINISTRATIVE INFORMATION

Contact Information:

Name:

Address:

Address 2 (if any)

Phone:

Fax:

Email:

Official Website:

- 1) Number of years the Vendor has been in practice. _____

- 2) Do any principals have immediate relatives who are Town employees, Town Commissioners, or Elected Officials? _____

- 3) Will any work be subcontracted? If yes, identify all subcontractors the Vendor anticipates using in connection with the Services. _____

- 4) Have there been any judgments within the last three years in which Vendor has been adjudicated liable for professional malpractice. If any, please provide the docket numbers. _____

- 5) Has the Vendor or its firm is now or has been involved in any bankruptcy or re-organization proceedings in the last ten years. If so, please provide the docket numbers. _____

EXHIBIT B (con't) BUSINESS

REFERENCES:

1)	Name:	
	Address:	
	Phone:	
	Email:	
	Website if applicable	
	Brief explanation of work provided	

2)	Name:	
	Address:	
	Phone:	
	Email:	
	Website if applicable	
	Brief explanation of work provided	

3)	Name:	
	Address:	
	Phone:	
	Email:	
	Website if applicable	
	Brief explanation of work provided	

Exhibit C

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

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

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

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

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

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

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

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

Exhibit C (continued)

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

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

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods 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 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

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

ACKNOWLEDGEMENT:

Signature: _____

Print: _____

Date: _____

Print Na

Exhibit D

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 non-corporate 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 Town of Morristown 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 Town of Morristown to notify the Town of Morristown 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 Town of Morristown to declare any contract(s) resulting from this certification void and unenforceable.

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

Exhibit E
NON-COLLUSION AFFIDAVIT

I, _____ of the City of _____,

In the County of _____, and the State of _____, of full age,

being duly sworn according to law on my oath depose and say that:

I am _____ of the firm of

_____, the Proposer herein, and I

executed the Proposal with full Town to do so; that the Proposer has not directly or indirectly, entered

into any agreement, participated in any collusion, or otherwise taken any action in restraint of free,

competitive proposing in connection with the above-named Vendor, and that all statements

contained in the Proposal and in this affidavit are true and correct, and made with full knowledge

that the Town of Morristown relies upon the truth of the statements contained in the Proposal and

the statement in this affidavit in awarding the contract.

I further warrant that no person or selling agency has been employed or retained to solicit or secure

a contract upon an agreement or understanding for a commission, percentage, brokerage or

contingent fee, except bona fide employees or bona fide established commercial or selling agencies

maintained by _____. (Name of Vendor)

Signature

Print or Type Name and Title

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

(Seal) Notary Public of New Jersey
My Commission Expires _____

Exhibit F

AMERICANS WITH DISABILITIES ACT OF 1990 EQUAL OPPORTUNITY FOR INDIVIDUALS WITH DISABILITY

The VENDOR and the Town of Morristown (herein referred to as the Town) do hereby agree that the provisions of Title 11 of the Americans with Disabilities Act of 1990 (the "Act") (42 U.S.C. §12101 *et seq.*), which prohibits discrimination on the basis of disability by public entities in all services, programs and activities provided or made available by public entities, and the rules and regulation promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the Town pursuant to this contract, the VENDOR agrees that the performance shall be in strict compliance with the Act. In the event the VENDOR, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the VENDOR shall defend the Town in any action or administrative proceeding commenced pursuant to this Act. The VENDOR shall indemnify, protect, and save harmless the Town, 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 the alleged violation. The VENDOR 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 Town's grievance procedure, the VENDOR agrees to abide by any decision of the Town, which is rendered pursuant to, said grievance procedure. If any action or administrative proceeding result in an award of damages against the Town or if the Town incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure the VENDOR shall satisfy any discharge the same at its own expense.

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

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

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

ACKNOWLEDGEMENT:

Signature: _____

Print Name: _____

Date: _____

Exhibit G

**CHECKLIST OF DOCUMENTS REQUIRED TO BE SUBMITTED WITH
QUALIFICATION STATEMENT**

Check if Provided

1.	An executive summary (<i>not to exceed two (2) pages</i>) of the information contained in all the other parts of the Qualification Statement. (<i>Section 3.2 Administrative Information Requirements</i>)	
2.	Exhibit A - Letter of Intent	
3.	Exhibit B – Administrative Information (Contact information, Questionnaire, and References)	
4.	Exhibit C - Mandatory Equal Employment Opportunity language N.J.S.A. 10:5-31 <i>et seq.</i> (P.L. 1975, c. 127), N.J.A.C. 17:27 Goods, Professional Service and General Service Contracts	
5.	Exhibit D – Statement of Ownership Disclosure	
6.	Exhibit E -- Non-Collusion Affidavit	
7.	Exhibit F -- Americans with Disabilities Act of 1990 Equal Opportunity for Individuals with Disability	
8.	Exhibit G -- Checklist of documents required to be submitted with qualification statement	
9.	Business Registration Certificate (BRC) from the State of New Jersey Department of Treasury, Division of Revenue) (N.J.S.A. 52:32-44)	
10.	Letter of Federal Affirmative Action Plan Approval OR Certificate of Employee Information Report OR Employee Information Report Form AA302 (available at www.state.nj.us/treasure/contract_compliance)	

DOCUMENTS REQUIRED PRIOR TO CONTRACT EXECUTION

(These documents may be submitted with Qualification Statement at Vendor's Option)

Check if Provided

11.	Certificate of Insurance Evidencing Comprehensive Liability, Property/Casualty (\$2 million aggregate/\$1million per occurrence) (or less if Umbrella coverage is present); Workers Compensation (statutory limits); and Professional Malpractice (if applicable) (\$2 million aggregate/\$1 million per occurrence) naming Town of Morristown as additional insured.	
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Signature: The undersigned Vendor hereby acknowledges that he/she has submitted the required documents with the Qualification Statement, and will submit the remaining required documents prior to execution of a contract with the Town, if the same are not also submitted with the Statement.

Name of Vendor/ Firm: _____

Print Name and Title: _____

Signature: _____

Date: _____

THIS PAGE IS TO BE AFFIXED TO THE OUTSIDE OF A SEALED ENVELOPE THEN PLACED IN A MAILING ENVELOPE

**QUALIFICATION STATEMENT FOR THE PROVISION
OF AVIATION COUNSEL SERVICES**

DUE DATE: _____

Please submit responses to:

Jillian Barrick
Business Administrator
Town of Morristown
200 South St. CN914
Room 239, Office of Mayor/Administration
Morristown, New Jersey 07963