



TOWNSHIP OF WEST ORANGE
DEPARTMENT OF ENGINEERING

167-26

25 LAKESIDE AVENUE, WEST ORANGE, N.J. 07052

SUSAN McCARTNEY
Mayor

Tel/Fax: (973) 325-4160

ZAYIBETH CARBALLO
Director/ Municipal Engineer

Email: engineering@westorange.org

June 12, 2026

Mayor and Township Council
Municipal Building
66 Main Street
West Orange, NJ 07052

RE: **RESOLUTION AWARDING PROFESSIONAL DESIGN
SERVICES TO HERBST-MUSCIANO, LLC, FOR THE
REPLACEMENT OF EXISTING ROOFTOP HVAC UNITS
AT 10 ROONEY CIRCLE**

Mayor McCartney, Council President Scarpa, and Council Members:

This resolution approves a proposal from Herbst-Musciano, LLC, of Boonton, NJ, for Professional Design Services required for the replacement of existing TSA rooftop HVAC units at 10 Rooney Circle that serve the current tenant on the 2nd floor. This work includes mechanical (HVAC) and electrical system improvements, structural review, replacement of Gas Heat/Electric AC packaged rooftop units, new thermostats, and duct, pipe and wiring modifications, among other improvements.

Based on my review of the proposal received, I recommend the award of a Professional Services Contract to Herbst-Musciano, LLC, of 611 Main Street, Second Floor, Boonton, New Jersey 07005, in the amount of \$20,920.00. Attached, is a Resolution awarding a Professional Design Services Contract to Herbst-Musciano, LLC.

Please contact me with any questions.

Very truly yours,

Zayibeth Carballo

Zayibeth Carballo,

Director of Engineering/Municipal Engineer

ZYC/ag

Cc:

Peter Smeraldo, Business Administrator
John Ditinyak, Chief Financial Officer
Paula Reynolds, Qualified Purchasing Agent
Mark Semeraro, Township Attorney

RESOLUTION

WHEREAS, the Governing Body of the Township of West Orange (the "Township") has determined that there exists a need to provide the following professional services for the Township: Professional Design Services for the replacement of existing rooftop HVAC units at 10 Rooney Circle; and

WHEREAS, the Professional Services are exempt from the requirements of public bidding pursuant to the Local Public Contracts Law, more specifically, N.J.S.A. 40A:11-5(1)(a)(i); and

WHEREAS, the Local Public Contracts Law, N.J.S.A. 40A:11-5(1)(a)(1) requires that notice of the award of contracts for "Professional Services" without competitive bidding must be published in a local newspaper; and

WHEREAS, this contract is for an amount over \$17,500.00 and is being awarded pursuant to a "Non-Fair and Open Process" pursuant to N.J.S.A. 19:44A-20.5; and

WHEREAS, the Township Engineer solicited and received a proposal dated May 29, 2026 for the Professional Design Services; and

WHEREAS, Herbst-Musciano, LLC, proposed to perform the Professional Design Services for the replacement of existing rooftop HVAC units at 10 Rooney Circle; and

WHEREAS, Herbst-Musciano, LLC, have performed similar work for other Townships on several projects; and

WHEREAS, by letter dated June 16, 2026 the Township's Municipal Engineer recommended a professional services contract be awarded to complete the phases described in the Proposal to, Herbst-Musciano, LLC, 611 Main Street, Second Floor, Boonton, NJ 07005, for Professional Design Services associated for the replacement of existing rooftop HVAC units at 10 Rooney Circle; and

WHEREAS, sufficient funds exist for the services outlined in the proposal of Herbst-Musciano, LLC; and

WHEREAS, upon execution of the Agreement, Herbst-Musciano, LLC shall complete and submit a Business Entity Disclosure Certification, which certifies that Herbst-Musciano, LLC has not made any reportable contributions to a political or a candidate committee in the Township of West Orange in the previous one (1) year prior to award, and that the contract will prohibit Herbst-Musciano, LLC, from making any reportable contribution through the term of the contract.

WHEREAS, the Township Council concurs in the foregoing.

NOW THEREFORE BE IT RESOLVED by the Township Council of the Township of West Orange, New Jersey that a professional services contract be awarded to Herbst-Musciano, LLC, to provide Professional Design Services for the replacement of existing rooftop HVAC units at 10 Rooney Circle in the amount not to exceed \$20,920.00, in the same or substantially similar form as attached hereto, subject to Township Attorney approval, and incorporated by reference herein.

BE IT FURTHER RESOLVED, that the Township Clerk shall cause a notice of the adoption of this resolution be posted to the Township website at www.westorange.org, "Current Legal Notices", "Resolution Notices," within ten (10) days after passage hereof.

Karen J. Carnevale, R.M.C., Municipal Clerk

Susan Scarpa, Council President

Adopted: June 24, 2026

I hereby certify funds are available from:

ACCOUNT NO.
Capital Budget
Account # 03-2487-16-0020-010
\$20,920.00

John C. Ditinyak, Chief Financial Officer

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, made this 24th day of June, 2026

BETWEEN: Township of West Orange
66 Main Street
West Orange, New Jersey 07052

Hereinafter Referred to as the "Township"

AND: HERBST-MUSCIANO, LLC

Hereinafter Referred to as the "Professional;"

WITNESSETH:

WHEREAS, the Township recognizes the need for **Professional Design Services**; and

WHEREAS, in that connection **HERBST-MUSCIANO, LLC** is qualified to provide said services; and

WHEREAS, the Township desires to engage **HERBST-MUSCIANO, LLC**, to serve as an " Professional " to provide professional design services that may be designated by the Township as a fair and open contract pursuant to the provisions of N.J.S.A. 19:44A- 20.5;

NOW, THEREFORE, in consideration of the terms, conditions and stipulations hereinafter set forth, it is mutually agreed by and between the parties:

1. **WORK TO BE PERFORMED**

a) The Professional shall perform services for the Township of West Orange as specified and detailed in the proposal for services issued on May 29, 2026 (the "Proposal"), which is hereby incorporated herein and attached hereto as Exhibit A. In the event of any conflict between the Proposal and this Agreement, the terms and conditions contained within this Agreement shall be controlling.

b) Any and all work performed pursuant to this Agreement shall be performed to acceptable practices, and standards within the industry and to the satisfaction of the Township.

2. **CONSIDERATION**

The Township shall compensate Professional based upon the fee estimates specified in the Proposal. These fee estimates are primarily task-based and assume a reasonable project schedule and progression. If said services are projected to continue beyond the estimated time of completion, then prior to exceeding the fee estimates, Professional will identify the schedule impacts and discuss the additional fee estimates with the Township. The hourly rates charged for services shall be as specified in the Herbst-Musciano Municipal Rate Sheet Municipal Rate Card, attached hereto as Exhibits B and C, respectively.

3. PAYMENT

Payment shall be made by the Township within thirty (30) days of the receipt and approval of itemized bills and vouchers. No payments may be made in advance of services pursuant to N.J.S.A. 40A:5-16.

4. NOT-TO EXCEED AMOUNT

Total compensation under this Agreement shall not exceed \$20,920.00 (the "Not-to-Exceed Amount") without a further written encumbrance and additional authorization by resolution of the Township Council.

5. TERM

The term of this agreement shall be as specified in the Estimated Times of Completion contained in the Agreement, unless earlier terminated in accordance with the provisions set forth in Section 14, below. Pursuant to the exception contained in N.J.S.A. 40A:11-15 for public infrastructure projects, the contract may be awarded for a period exceeding one year in duration.

6. NEW JERSEY LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey notwithstanding any provisions of such laws relating to jurisdiction.

7. PARTIAL INVALIDITY

If any term, condition, or provision of this Agreement or the application thereof to any person or circumstance shall, at any time, or to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those to which this Agreement is invalid or unenforceable, shall not be affected thereby, and each term, condition, and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law, provided, however, that no such invalidity shall in any way reduce the services to be performed by the Professional for the Township.

8. NO ASSIGNMENT

The Professional shall not assign, transfer, convey, sublet, or otherwise dispose of this Agreement or its right, title or interest in or to the same or any part thereof without prior written consent of the Township and the approval of the Township's Municipal Council.

9. BINDING ON SUCCESSORS

Except as otherwise provided in this Agreement, all agreements' terms, provisions and conditions to this Agreement shall be binding on and inure to the benefit of the parties hereto, their respective personal representatives and successors.

10. MODIFICATIONS

No modification of this Agreement shall be valid or binding unless the modifications shall be in writing, approved by the Township's Municipal Council and executed by and between the Township and the Professional.

11. NO WAIVER

No waiver of any term, provision or condition contained in this Agreement or any breach of any such term, provision or condition shall constitute a waiver of any subsequent breach of such term, provision or condition by either party, or justify or authorize the non-observance on any other occasion of the same, or any other term, provision, or condition of this Agreement by either party.

12. CAPTIONS

The captions or the paragraph headings contained in this Agreement are solely for purposes of convenience and shall not be deemed part of this Agreement for the purpose of construing the meaning thereof or for any other purpose.

13. RECORDS

All records and data relating to work performed for the Township shall belong to the Township and shall be surrendered to the Township upon the expiration or termination of this Agreement, except that the Professional will retain such information as is necessary to maintain a complete work record. The Professional shall not use such information or data except for the performance of the service hereunder, without the prior written permission of the Township.

14. INSURANCE

The Professional performing work for or on behalf of the Township of West Orange shall keep in force the following types of insurance at its own expense and underwritten by a company

licensed to do business in the State of New Jersey and acceptable to the Township of West Orange. The Township of West Orange reserves the right to accept, amend or modify any of the conditions listed. The Township of West Orange must be notified within three (3) days of an offense, which may result in a claim. The Professional shall not take any action to cancel any of the insurance required under this Agreement without the approval of the Township. The maintenance of insurance under this section shall not relieve the Professional of any liability greater than the insurance coverage. Any and all subcontractors retained must fully comply with the same insurance requirements as listed.

- a. WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE with limits of not less than \$1,000,000.00 will be maintained in full force during the life of this contract by the professional covering all employees engaged in performance of this contract pursuant to N.J.S.A. 34:15-12(a) and N.J.A.C. 12-235-1.6.
- b. GENERAL LIABILITY INSURANCE with limits of not less than \$1,000,000.00 for Bodily Injury and Property Damage Liability each occurrence and \$1,000,000.00 General Aggregate will be maintained in full force during the life of the contract by the professional. The policy will include professional's protective liability insurance (also known as contingent liability insurance) with the same limits. In the event more than one insured is named in the policy, a CROSS LIABILITY endorsement will be included which provides that the employees of each of the named insureds are not excluded under the policy as respect to claims that are made against other named insured.
- c. AUTOMOBILE LIABILITY INSURANCE with limits of not less than \$1,000,000.00 Liability and Property Damage Liability Combined Single Limit, \$1,000,000.00 Uninsured Motorist and Underinsured Motorist, \$1,000,000.00

Owned, Hired and Non-owned Automobile, will be maintained in full force during the life of this contract by the professional.

- d. PROFESSIONAL LIABILITY INSURANCE with the limits of not less than

\$2,000,000.00 maintained in full force during the life of the contract by the professional.

15. INDEMNIFICATION AND HOLD HARMLESS

The Professional performing work agrees, at its sole cost and expense, to release, indemnify, defend and satisfy all judgments, and hold harmless the Township of West Orange including their employees, officers, agents, servants, representatives, and officials from and against any and all claims, actions, costs, penalties, losses, damages, liabilities, judgments, demands, and expenses, including, but not limited to, attorney's fees and defense costs which arise out of the performance of this Agreement providing that such claim, action, judgment, cost, penalty, liability, damage, loss or expense is caused in whole or in part, by the negligence or professional error or omission of the Professional or any person employed by it. The Professional shall provide to the Township with evidence that, at all times during the term of this engagement, it has obtained statutory professional liability and any other statutorily required coverages. No limitations on the foregoing indemnity shall impair or limit the Township's recourse to the insurance coverage set forth herein.

16. TERMINATION

Either party may terminate the Agreement upon twenty (20) days written notice to the other party. Upon such termination, the Township shall pay the Professional for all services performed hereunder up to the date of such termination in accordance with the payment terms of this Agreement as well as all reasonable costs and expenses incurred by the Professional in effecting the termination, including, but not limited to non-cancelable commitments and demobilization costs.

17. ENTIRE AGREEMENT

This Agreement, including the attachments referenced herein, contains the entire Agreement of the parties hereto and may not be amended, modified, released or discharged, in whole or in part, except as specifically provided herein or in an instrument in writing executed by the parties hereto.

18. EFFECTIVE DATE OF CONTRACT

This Agreement shall not become binding upon the parties until the Township adopts a bond ordinance and/or appropriates the funds necessary for this Agreement and the Township's

Treasurer certifies to the availability of funds if applicable pursuant to NJ.AC. 5:30-5.4

19. NON-FAIR AND OPEN

This Agreement has been awarded to the Professional based on the Professional's merits and abilities to provide the professional services described herein. This Agreement is awarded without competitive bidding as a "Professional Service" in accordance with N.J.S.A. 40A:11-5(1)(a)(i) of the Local Public Contracts Law because the performance of the services requires knowledge of an advanced type as defined by N.J.S.A. 40A:11-2(6).

20. PAY TO PLAY REQUIREMENT

The Professional is advised of the responsibility to file an annual statement on political contributions with the New Jersey Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-20.13 (P.L. 2005, c.271 §3) if the Professional received contracts in excess of \$50,000 from public entities in a calendar year. It is the Professional's responsibility to determine if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

By executing this Contract, the Professional certifies that it has neither made or solicited nor will make or cause to be solicited a prohibited Contribution in violation of any applicable federal, state or local laws. Any such failure to comply shall constitute a breach of the Contract.

21. AVAILABILITY OF FUNDS

This is a contract which may be awarded in one fiscal year although the date on which it properly takes effect may fall in a different fiscal year. Accordingly, this contract is subject to the availability and appropriation of sufficient funds in the year in which it takes effect. N.J. Admin. Code 5:30-5.S(e).

22. CONFLICT OF INTEREST

The Professional acknowledges that the nature of the service to be performed requires that the Professional must not have or appear to have a conflict of interest with any potentially adversarial party. The Professional agrees that:

(a) It will not accept any assignments, compensation, consideration or gratuities from any other party with an interest in the subject matter of this Agreement that shall conflict or shall have the appearance of conflicting with the interest of the Township relative to the purposes of

this Agreement.

(b) In the event that a conflict or potential conflict of interest arises, the Professional shall notify the Township in writing within three (3) days of becoming aware of the conflict or the potential conflict. Failure to provide such notice may be grounds for termination of this Agreement for cause.

(c) In the event that the Township receives timely notice of an actual or potential conflict, the Township and the Professional shall attempt to reach an agreement on a course of action in response to the actual or potential conflict. If such an agreement cannot be reached, the Township has the right to terminate the Agreement for convenience.

23. INDEPENDENT CONTRACTOR

The Professional shall be and remain an independent contractor with respect to all services performed hereunder and agrees to and does hereby accept full and exclusive liability for the payment of any and all contributions or taxes for social security, unemployment insurance or old age retirement benefits, pensions or annuities now or hereafter imposed under any state or federal law which are measured by the wages, salaries or other remuneration paid to persons employed by the Professional for work performed under the terms of this contract and further agrees to obey all lawful rules and regulations and to meet all lawful requirements by all duly authorized state or federal officials, and said Professional agrees to indemnify and save harmless the Township from any such contributions or taxes or liability therefore.

24. EQUAL EMPLOYMENT OPPORTUNITY: Professional acknowledges that he/she shall comply with the requirement of N.J.S.A. 10:5-31, et seq. and N.J.A.C. 17:27 and submit to the State of New Jersey and/or the Township such documentation as shall be required by law as more

specifically set forth in Exhibit C entitled "Mandatory Equal Employment Opportunity Language."

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

Refusal by the Professional to provide information upon request by the State Comptroller or otherwise impede or fail to cooperate with any audit or performance review, the State Comptroller may recommend to the Township that the person be subject to termination of their contract, or temporarily or permanently debarred from contracting with the Township.

The Professional shall maintain all documentation related to products, transactions or services under this contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request. Upon refusal by Professional to provide information upon request by the State Comptroller or otherwise impede or fail to cooperate with any audit or performance review, the State Comptroller may recommend to the Township that the person be subject to termination of their contract, or temporarily or permanently debarred from contracting with the Township.

26. Completion of Services: all professional services within this proposal must be completed within __ days of this agreement. To the extent that professional cannot perform its services due to a delay attributable to the township, the deadline shall be extended by a time equal to such delay, but only if professional provides written notice of the same within 48 hours of first indication of the delay, to the Township engineer in writing.

IN WITNESS WHEREOF, this Agreement has been executed on the day first noted above, for the purposes and the terms specified herein.

TOWNSHIP OF WEST ORANGE:

By:

Attest:

HERBST-MUSCIANO, LLC

By:

Attest:

EXHIBIT A
PROPOSAL FOR SERVICES



167-26

May 29, 2026

Zayibeth Carballo, PE
Municipal Engineer
Township of West Orange
25 Lakeside Avenue
West Orange, NJ 07052

A/E SERVICES PROPOSAL FOR:
REPLACEMENT OF EXISTING
ROOFTOP HVAC UNITS
10 ROONEY CIRCLE
West Orange, NJ

A. PROJECT DESCRIPTION

1. Herbst-Musciano, LLC will provide Architectural, Mechanical and Electrical Engineering for Design Drawings, Bidding and Construction Administration for Second Floor RTU Replacements at the above referenced facility.

B. ARCHITECTURAL DESIGN SERVICES

1. CONTRACT DOCUMENTS

- a. Prepare construction drawings and specs including but limited to:
 1. Replace up to 5 existing Gas Heat / Electric AC packaged rooftop units
 2. New units to match heating and cooling capacity of existing units
 3. New Thermostats in second floor Space
 4. New disconnect switches, work lights and GFIC Convenience receptacles.
 5. Connection to existing ducts. Duct insulation and waterproofing membrane
 6. New Curb Adapters
 7. Duct, pipe & wiring modifications as required
 8. Condensate pipes to nearest roof drain
 9. Verify upstream power source for problems
 10. Provide structural review as required for support of new unit
 11. Commissioning of all new equipment including balancing report
 12. Work to comply with NJ Mechanical Code and Energy Code

2. CONSTRUCTION & BID DOCUMENTS PHASE

- a. Documents setting forth in detail the requirements for the construction of the project.
- b. Mechanical and Electrical Engineering
- c. Prepare Bid documents per LTI's standards.
- d. Solicit Bids from Qualified Bidders
- e. Attend Pre-Bid meeting
- f. Receive and Level Bids received.
- g. Budget Estimate

3. CONSTRUCTION CONTRACT ADMINISTRATION

- a. Unless otherwise provided in this Agreement and incorporated in the Contract Documents, the Architect will provide administration of the Contract for Construction generally as follows:
 1. Attend Pre-Construction meeting
 2. The Architect will assist the Client in the process of bidding the work
 3. Visit the site at intervals appropriate to the stage of construction to ascertain the progress of the work
 4. Review and approve or take the other appropriate action on Contractor's submissions of shop drawings
 5. Review and take action on Contractor's applications for payment.
 6. Conduct Punch list



7. Final inspection
8. Project Close Out

C. QUALIFICATIONS

1. Roof screening is not included.
2. Construction administration phase limited to 90 days from date of owner-contractor agreement or notice for the contractor to proceed.

D. COMPENSATION

1. Client shall compensate the Architect for the scope of services described under above a fixed fee payable monthly in proportion to services rendered, with overall fee attributed generally as follows:

Task	Est. Man-Hrs.	Av. Hourly Rate	Fee	Notes
Field Work and Existing Conditions	8	130.	3,040.	
Construction Drawings	26	130.	9,380.	
Bidding Phase	8	130.	2,040.	
Contract Administration	12	130.	5,560.	
TOTAL SERVICES			\$ 20,020.	

2. Expenses:

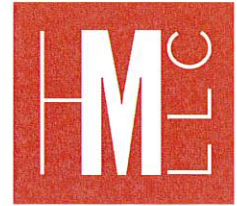
Reimbursable Expense	Unit	Fee	Notes
1. 20 sets of Drawings		900.	Allowance
TOTAL ESTIMATED EXPENSES		\$ 900.	

I hope that this is acceptable. Please contact me if you have any questions.

Sincerely,

Gary Musciano, AIA, PP

EXHIBIT B
HERBST-MUSCIANO MUNICIPAL RATE SHEET



167-26

2026 RATE SCHEDULE

Time Based Billing Rates

Principal Architect	\$ 190. /hr.
Staff Architect / Project Manager	\$ 175. /hr.
MEP Engineer	\$ 175. /hr.
Sr. Designer / Field Technician	\$ 145. /hr.
Designer / Drafter / Field Technician	\$ 110. /hr.
Jr. Designer / Drafter / Field Technician	\$ 94. /hr.
Administrative / Clerical Support	\$ 84. /hr.

Reimbursable Expenses

Sub-Consultants	Invoice + 10 percent
Airfare, train, automobile rental & fuel, automobile Mileage, parking, taxi, shipping & printing expenses	Cost + 10 percent

Conditions

1. Hourly rates include all direct and indirect overhead and general administrative costs, including equipment and materials required to perform services, unless otherwise noted.
2. Rates exclude costs associated with scheduling that requires workdays in excess of eight hours and work on weekends and holidays or fast tracked and rushed scheduling.
3. Billing time will commence and terminate from portal to portal at 611 Main Street, Boonton, New Jersey.

EXHIBIT C
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

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

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

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

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

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

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

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302

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

REQUIRED EVIDENCE**AFFIRMATIVE ACTION REGULATIONS N.J. S.A. 10:5-31, et seq. (N.J.A. C. 17:27)**

If awarded a contract, the Bidder will be required to comply with the requirements of N.J.S.A. 10:531, et seq., and N.J.A.C. 17:27. Within five (5) days after receipt of the notification of intent to award the contract, the Bidder shall present one of the following:

1. Appropriate evidence that the Contractor is operating under an existing federally approved or sanctioned affirmative action program; or
2. A Certificate of Employee Information Report Approval issued in accordance with N.J.A.C. 17:27-4; or
3. An initial Employee Information Report consisting of forms provided by the Affirmative Action Office and completed by Contractor in accordance with N.J.A.C. 17:27-4.

The Bidder must submit no later than three (3) days after the signing of the Contract an Initial Project Manning Table consisting of forms provided by the Affirmative Action Office and completed by Contractor in accordance with N.J.A.C. 17:27-7.

Bidders are referred to the Bidder's Information Section of the Bid Packet for a further description of the above requirements.

NO BIDDER MAY BE ISSUED A CONTRACT UNLESS THEY COMPLY WITH THE AFFIRMATIVE ACTION REGULATIONS OF N.J.S.A. 10:5-31, et seq.

The following questions must be answered by all Bidders:

1. Do you have a federally-approved or sanctioned Affirmative Action Program?
 Yes _____ (If yes, submit a copy of such approval.) No
2. Do you have a State Certificate of Employee Information Report approval?
 Yes _____ (If yes, submit a copy of such approval.) No

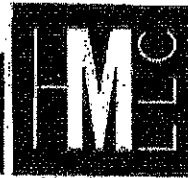
The undersigned Bidder certifies that he is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31, et seq., and agrees to furnish the required documentation pursuant to the law.

COMPANY: _____ NAME: _____

SIGNATURE: _____ TITLE: _____

NOTE: A bid must be rejected as non-responsive if a Bidder fails to comply with requirements of N.J.S.A. 10:5-31, et seq., within stipulated time.

BUSINESS CERTIFICATES



Certification 51386

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 12/15/2012 to 12/15/2017.

HERBST-MUSCIANO, LLC
 611 MAIN ST. SECOND FLOOR
 BOONTON NJ 07006

Elizabeth Mahon
 ELIZABETH MAHON
 State Treasurer

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

TAXPAYER NAME:
HERBST-MUSCIANO, LLC

ADDRESS:
611 MAIN STR. SECOND FL.
BOONTON NJ 07006

EFFECTIVE DATE:
10/14/11

TRADE NAME:

SEQUENCE NUMBER:
1670362

ISSUANCE DATE:
05/08/12

James J. [Signature]
 Director
 New Jersey Division of Revenue

FORM BRC

This Certificate is NOT negotiable or transferable. It must be conspicuously displayed at above address.

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of N.J.S.A. 19:44A-20.26. This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
 - of the public entity awarding the contract
 - of that county in which that public entity is located
 - of another public entity within that county
 - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed \$200 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Ownership Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I – Vendor Information

Vendor Name:	HERBST-MUSCIANO, LLC		
Address:	611 Main St		
City:	Boonton	State:	NJ
		Zip:	07005

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

Signature

Printed Name

Title

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$200 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form.

[illegible]

