

CITY COUNCIL**The City of Orange Township, New Jersey**DATE March 2, 2021NUMBER 109-2021

TITLE: A RESOLUTION TO APPOINT LERCH, VINCI, & HIGGINS, LLP, OF 17-17 ROUTE 208, FAIR LAWN, NEW JERSEY 07410 TO PROVIDE FINANCE TRAINING AND CONSULTING SERVICES TO THE CITY OF ORANGE TOWNSHIP'S FINANCE DEPARTMENT AND ADMINISTRATION FOR AN AMOUNT NOT TO EXCEED \$145,000.00.

WHEREAS, a Request for Proposals for a finance training and assistance consultant was advertised in the Star-Ledger and on the City of Orange Township's website seeking professionals who must be Certified Public Accountant (CPA) and Registered Municipal Accountant (RMA); and

WHEREAS, only one proposal was received from Lerch, Vinci & Higgins, LLP located at 17-17 Route 208, Fair Lawn, New Jersey 07410, hereinafter sometimes referred to as "the FIRM"; and

WHEREAS, the FIRM has agreed to provide training and assistance in the Finance Department and Administration as it relates to the best practice process and procedure, supplemental debt statements, annual debt statements, audits and capital and operating expenses, CFO training, budget guidance, CAP waiver training, levy CAP and RUT calculations training and review, emergency appropriations calculations, bank reconciliations, pension compliance issues, Local Finance Board applications and presentations, and water and sewer utility; and

WHEREAS, the city desires to award a contract as a professional services agreement using a fair and open process under the "New Jersey Local Unit Pay-to-Play Law," N.J.S.A. 19:44A-20.5 et seq.; and

WHEREAS, the CFO has certified that funds are available in the CY2021 budget account 1-01-20-130-000-519.

NOW, THEREFORE, BE IT RESOLVED that the Municipal Council of the City of Orange Township hereby accepts the recommendation to engage Lerch, Vinci & Higgins, LLP, located at 17-17 Route 208, Fair Lawn, New Jersey 07410 to provide finance training and assistance consulting services for the period of February 20, 2021, through February 19, 2022, for an amount not to exceed \$145,000.00.

BE IT FURTHER RESOLVED that the Mayor of the City of Orange Township is hereby authorized to execute a contract with the Firm for the services as publicly advertised.

Adopted: March 2, 2021

Joyce L. Lanier
City Clerk

Kerry J. Coley
Council President


CITY ATTORNEY

CITY OF ORANGE TOWNSHIP
FINANCE DEPARTMENT

CERTIFICATION OF FUNDS
NEXT BUDGET

I, Nile Clements, Chief Financial Officer for the City of Orange Township, do hereby confirm that based on the Quote or RFP, RFQ, bid results or "extraordinary unspecifiable services" without competitive bids for 2021 service contract, and the resolution to be presented to the Council for approval, and contingent upon Council approval and inclusion of said item in the Temporary Budget and adopted 2021 Budget, there will be sufficient funds to contract with:

Vendor Name: Lerch, Vinci & Higgins, LLP.
Address: 17-17 Route 208

City: Fair Lawn
State: New Jersey
Zip Code: 07410

Purpose: Finance Training & Consulting Sevices
Vendor ID: LERCH010

Temporary Budget: \$ 36,250.00
Fund: Current Fund
Line Description FIN - Finance - Professional Services
Account Numbers(s): CY'21 1-01-20-130-000-519

The remainder of: \$ 108,750.00
will be provided in
Fund: Current Fund
Line Description FIN - Finance - Professional Services
Account Numbers(s): CY'21 1-01-20-130-000-519

Purchase Order # : 21-00534

Amount not to exceed: \$ 145,000.00

Division Head

Date

Nile Clements

2/22/2021

Chief Financial Officer

Date

**AGREEMENT TO PROVIDE FINANCE TRAINING AND ASSISTANCE
CONSULTING SERVICES TO THE CITY OF ORANGE TOWNSHIP'S FINANCE
DEPARTMENT PERSONNEL**

THIS AGREEMENT, made this _____ day of _____, 2021, by and between the CITY OF ORANGE TOWNSHIP, a municipal corporation of the State of New Jersey, having its principal office at 20 North Day Street, Orange, New Jersey 07050 (hereinafter referred to as "City") and Lerch, Vinci & Higgins, LLP, 17-17 Route 208, Fair Lawn, New Jersey 07410 (hereinafter referred to as "Finance Consultant");

WITNESSETH

WHEREAS, the City of Orange Township agrees to retain a Finance Training and Assistance Consultant to the Finance Department and the firm Lerch, Vinci & Higgins, LLP are agreeable to perform the service related to same pursuant to Resolution No. 109-2021 adopted by the City of Orange Township.

NOW THEREFORE, in consideration of the terms and conditions set forth herein, it is agreed as follows:

I. Services to be Provided

Lerch, Vinci & Higgins, LLP ("LV&H") shall provide qualified individuals to assist and train the City's Finance Department personnel as required. Such services shall include, but not be limited to:

- Train personnel in the general accounting functions that include the maintaining of the General Ledger as required by the Division of Local Government Services.
- Train personnel with respect to preparation of monthly bank reconciliations for all City bank accounts.
- Train personnel with respect to reconciliation of the various financial reports consisting of the monthly budget revenue report and monthly budget appropriation report.

- Preparation and/or training of personnel with respect to the preparation of Supplemental Debt Statements.
- Preparation and/or training of personnel with respect to the preparation of the Annual Debt Statement.
- Provide training to the Chief Financial Officer with respect to the budget process, including calculation of the statutory levy CAP, the statutory appropriations CAP calculation, CAP waiver training, as well as the statutory calculation of the Reserve for Uncollected Taxes.
- Provide training to the Chief Financial Officer with respect to the financial calculations as required for emergency appropriations.
- Provide the Chief Financial Officer with day-to-day training as required to manage the Finance Department personnel, including purchasing and payroll functions.
- LV&H will provide assistance with labor negotiations, including providing of expert testimony.
- LV&H will assist and train the Chief Financial Officer in any other financial matters as may be requested.

II. Timing and Term of Financial Services

The services herein provided are to become effective upon adoption of the resolution. The term of this contract shall remain in force for the period March 2, 2021 through March 1, 2022.

III. Payment

Our fee for these financial advisory services will be billed out at our standard hourly rates. Our standard hourly billing rates are as follows:

Partners	\$150- \$175 per hour
Managers	\$125 -\$140 per hour
Senior Accountants/Supervisors	\$ 90 - \$115 per hour
Staff Accountants	\$ 75 - \$ 85 per hour
Other Personnel	\$ 45 per hour

Our fee for the above described services is estimated not to exceed \$145,000. Should the scope of our work be expanded, we will provide an additional fee estimate for the City’s consideration.

IV. General Terms and Conditions

1. LV&H shall provide proof of professional liability insurance with a combined single limit of not less than \$500,000.00 and shall maintain such insurance in effect during the term of this Agreement. LV&H shall indemnify and hold the City harmless against any liability, claims or costs arising out of any claim for negligence arising out of the performance of their duties hereunder.
2. The failure of the City at any time to insist upon a strict performance of any terms, conditions and covenants herein shall not be deemed a waiver of any subsequent breach or default in the terms, conditions and covenants herein contained.
3. This Agreement shall be binding on the heirs, successors, and assigns of each party hereto.

The term of this Agreement shall be for a period not to exceed one (1) year from the date of this Agreement.

4. This Agreement contains all the terms and conditions agreed upon by the parties hereto, and there are no other agreements, oral or otherwise, between the parties regarding the subject matter of this Agreement.
5. No alterations, changes, modifications or variations of this Agreement or the terms thereof shall be valid, unless in writing and signed by both of the parties hereto or their duly authorized representative.
6. This Agreement is made subject to and shall be construed and governed by the laws of the State of New Jersey.
7. During the performance of this Contract, LV&H agrees as follows:
 - a) LV&H will not discriminate against any employee or applicant for employment because of age, race, creed, national origin, ancestry, marital status or sex. LV&H 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 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 compensations; and selection for training, including apprenticeship.
 - b) LV&H agrees to comply with any regulations promulgated by the Treasurer of the State of new Jersey, pursuant to P.L. 1875, c.127, as amended and supplemented from time to time.

ATTEST: CITY OF ORANGE TOWNSHIP

Joyce L. Lanier
City Clerk

Dwayne D. Warren, Esq.
Mayor

Gracia Robert Montilus
City Attorney

ATTEST: LERCH, VINCI & HIGGINS, LLP

Signature

Signature

Print Name

Print Name

CITY OF ORANGE TOWNSHIP, NJ
REQUEST FOR PROPOSALS
FINANCE DEPARTMENT
FINANCE TRAINING AND ASSIS-
TANCE CONSULTANT
FEBRUARY 5, 2021

SECTION 1: GENERAL INFORMATION
& SUMMARY

1.1 Organization Requesting Pro-
posal City of Orange Township
Finance Department
29 North Day Street
Orange, N.J. 07050

1.2 Contact Person Adrain Mapp
Finance Department
29 North Day Street
Orange, N.J. 07050
(973) 266-4011

AMapp@orangenj.gov
1.3 Procurement Process

This contract will be awarded as a
professional services agreement us-
ing a fair and open process under
the "New Jersey Local Unit Pay-to-
Play Law," N.J.S.A. 19:44A-20.5 et
seq.

The City Council will vote to ap-
prove a resolution awarding a con-
tract to the Contractor for a sum not
to exceed a specified amount and
for a term of one (1) year.

1.4 Contract Form

If selected to provide services, it is
agreed and understood that the
successful Respondent shall be
bound by the requirements and
terms contained in this RFP with re-
gard to services performed, pay-
ments, indemnification, insurance,
termination, and applicable licens-
ing provisions.

It is also agreed and understood
that the acceptance of the final pay-
ment by Contractor shall be consid-
ered a release in full of all claims
against the City of Orange Township
(City) arising out of, or by reason of,
the work done and materials fur-
nished under this Contract.

1.5 Submission deadline

Proposals must be submitted to,
and be received by the Finance De-
partment, via mail or hand delivery,
by 11:00 a.m. prevailing time on
February 5, 2021. Proposals will not
be accepted by facsimile transmis-
sion or e-mail.

1.6 Opening of Proposals

Proposals shall be opened in public
at 11:00 a.m. prevailing time on Feb-
ruary 5, 2021 in the Finance
Department, located at 29 North Day
Street, City of Orange Township, N.J.

1/27/21

\$99.20

**RESPONSE TO
REQUEST FOR PROPOSALS
FINANCE TRAINING AND ASSISTANCE CONSULTANT
FOR THE
CITY OF ORANGE TOWNSHIP**

Submitted by:

**Lerch, Vinci & Higgins, LLP
17-17 Route 208
Fair Lawn, NJ 07410**

February 5, 2021

**CITY OF ORANGE TOWNSHIP
PROPOSAL FOR
FINANCE TRAINING AND ASSISTANCE CONSULTANT**

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LERCH, VINCI & HIGGINS, LLP

CERTIFIED PUBLIC ACCOUNTANTS
REGISTERED MUNICIPAL ACCOUNTANTS

DIETER P. LERCH, CPA, RMA, PSA
GARY J. VINCI, CPA, RMA, PSA
GARY W. HIGGINS, CPA, RMA, PSA
JEFFREY C. BLISS, CPA, RMA, PSA
PAUL J. LERCH, CPA, RMA, PSA
JULIUS B. CONSONI, CPA, PSA
ANDREW D. PARENTE, CPA, RMA, PSA

ELIZABETH A. SHICK, CPA, RMA, PSA
ROBERT W. HAAG, CPA, PSA
RALPH M. PICONE, III, CPA, RMA, PSA
DONNA L. JAPHET, CPA, PSA
DEBRA GOLLE, CPA
MARK SACO, CPA
ROBERT LERCH, CPA
CHRIS SOHN, CPA
CHRISTOPHER M. VINCI, CPA

EXECUTIVE SUMMARY

February 5, 2021

Adrian Mapp
Finance Director
City of Orange Township
29 North Day Street
Orange, NJ 07050

Re: Request for Proposal
Finance Training and Assistant Consultant

Dear Mr. Mapp:

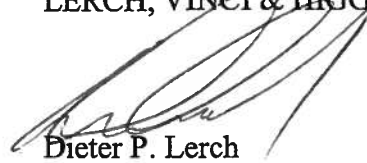
In response to the City of Orange Township's Request for Proposals for Finance Training and Assistance Consultant we are submitting the following information in response to the City's RFP which clearly supports Lerch, Vinci & Higgins, LLP's ("LV&H") qualifications:

- Firm Background
- Scope of Services
- Timing and Fees
- Required Forms Checklist
- Non-Collusion Affidavit
- Public Disclosure Information
- Exhibit A – Mandatory Equal Employment Opportunity Language
- Required Evidence – Affirmative Action Regulations
- Americans with Disabilities Act of 1990
- Business Registration Certificate
- Certificate of Employee Information Report

- Business Entity Disclosure Certification
- Client List
- Resumes of Partners

We look forward to the opportunity to continue to serve the City of Orange Township.

Very truly yours,
LERCH, VINCI & HIGGINS, LLP



Dieter P. Lerch
Partner

FIRM BACKGROUND

Firm Background

- This response to the Request for Proposals for the City of Orange Township (the “City”) is being submitted by:

Lerch, Vinci & Higgins, LLP
17-17 Route 208
Fair Lawn, NJ 07410
Phone: (201) 791-7199
Key Contact: Dieter P. Lerch, CPA, PSA, RMA

- Lerch, Vinci & Higgins, LLP was formed in 1990 for the purpose of devoting our specialized and extensive experience to better serve governmental and non-profit entities. The firm has been under the current management since its formation in 1990.
- The firm of Lerch, Vinci & Higgins, LLP (“LV&H”) is organized as a limited liability partnership. The firm’s principals are as follows:

<u>Name</u>	<u>Business Address</u>
Dieter P. Lerch	17-17 Route 208, Fair Lawn, NJ 07410
Gary J. Vinci	17-17 Route 208, Fair Lawn, NJ 07410
Gary W. Higgins	17-17 Route 208, Fair Lawn, NJ 07410

- The firm of LV&H presently serves as statutory auditor for over forty-five New Jersey municipalities. As can be seen, our firm's experience in all aspects of governmental accounting and auditing in New Jersey is extensive. The firm has represented the City of Orange Township for over five years, providing budget consulting services and has provided technical assistance as requested by management. The firm has a clear understanding of its professional and technical responsibilities as auditor and advisor for the City.
- The firm is organized as follows:

Partners	7
Managers	6
Supervisors/Senior Accountants	9
Staff Accountants	16
Administrative Staff	4

Firm Background (continued)

- Dieter P. Lerch is a Certified Public Accountant licensed to practice in the State of New Jersey (License No. 20CC009763). Mr. Lerch is also a Public School Accountant licensed to practice in the State of New Jersey (License No. 20CS000756). Mr. Lerch is also a Registered Municipal Accountant (License No. 20CR000398). The firm of Lerch, Vinci & Higgins is licensed to operate in the State of New Jersey (License No. 20CB002672).

- The firm currently has approximately forty professional staff, consisting of sixteen Certified Public Accountant, eight of whom are Registered Municipal Accountants as well.

- Resumes of the firm's partners and key personnel are included herein.

- The firm of Lerch, Vinci & Higgins, is in compliance with all applicable affirmative action requirements. A copy of the firm's current Certificate of Employee Information Report is attached hereto.

- There are currently no judgements, claims or suits pending or outstanding against the firm of LV&H, nor has the firm ever had any judgements, claims or suits filed against it.

- The firm of LV&H is not currently involved or has it ever been involved in any bankruptcy proceedings.

Firm Background - Qualifications and Experience

The partnership of Lerch, Vinci & Higgins, LLP (L V & H) was formed in 1990 for the purpose of devoting our specialized and extensive experience to better serve governmental and nonprofit entities. As reflected in our client list enclosed herein, the firm of L V & H presently represents over 150 governmental and nonprofit entities, including over eighty school districts and over forty-five municipalities.

Our professional staff is both highly skilled and highly motivated. The firm has approximately forty professional staff, consisting of sixteen Certified Public Accountants, eight of whom are Registered Municipal Accountants as well. This complement of licensed professionals enables our firm to provide our clients with the timely and in-depth responsiveness they expect and deserve. Our approach to accounting and auditing is management-oriented. We concentrate on maintaining a close and constructive relationship with our clients throughout the year.

All L V & H professional staff are provided continuing professional education in order to meet the Government Auditing Standards requirements promulgated by the United States General Accounting Office, which requires at least 24 hours of training in the governmental environment and government auditing subjects out of the 80 hours required in each biennial period. All of the present staff meet the requirements for continuing education.

The firm is a member of the American Institute of Certified Public Accountants, and as a requirement of membership, must undergo a Peer Review every three years. The review is conducted by an independent certified public accounting firm and includes an extensive review of our audit workpapers, audit reports and internal quality control policies to ensure that we are adhering to the professional standards of the industry.

The firm completed the required Quality Review in June 2019 and was successful once again in obtaining a peer review rating of pass for the period ended September 30, 2018.

Most of the Certified Public Accountants of the firm are members of the American Institute of CPA's as well as members of the New Jersey Society of CPA's. Several members of the staff are also members of the Government Finance Officers Association (GFOA). In addition, certain firm staff are members of the New Jersey Association of School Business Officials and other professional organizations such as the AICPA Management Consulting Services Section, the Registered Municipal Accountants Association of New Jersey, and the Special Review Committee of the Government Finance Officers Association and Association of School Business Officials International.

Firm Background - Qualifications and Experience (continued)

Our firm has assisted several school districts in completing a Comprehensive Annual Financial Report (CAFR) for submission to the Government Finance Officers Association (GFOA) and Association of School Business Officials International (ASBO) financial reporting award programs. The reports met the qualifications and were awarded the Certificate of Achievement in Financial Reporting by the GFOA and ASBO, which is the highest form of recognition in government accounting and financial reporting.

The firm truly prides itself on client service and on the high degree of professional expertise it has to offer to its governmental clients. The firm welcomes you to contact any of the clients contained in our resume for a reference as to our commitment to providing the highest degree of client service.

SCOPE OF SERVICES

Scope of Services

Lerch, Vinci & Higgins, LLP ("LV&H) shall provide qualified individuals to assist and train the City's Finance Department personnel as required. Such services shall include, but not be limited to:

- Train personnel in the general accounting functions that include the maintaining of the General Ledger as required by the Division of Local Government Services.
- Train personnel with respect to preparation of monthly bank reconciliations for all City bank accounts.
- Train personnel with respect to reconciliation of the various financial reports consisting of the monthly budget revenue report and monthly budget appropriation report.
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- Provide the Chief Financial Officer with day-to-day training as required to manage the Finance Department personnel, including purchasing and payroll functions.
- LV&H will provide assistance with labor negotiations, including providing of expert testimony.
- LV&H will assist and train the Chief Financial Officer in any other financial matters as may be requested.

FEE PROPOSAL

Fee Proposal

Our fee for these services will be billed out at our standard hourly rates based on actual time spent. Our standard hourly billing rates are as follows:

Partners	\$150- \$175 per hour
Managers	\$125 - \$140 per hour
Senior Accountants/Supervisors	\$ 90 - \$115 per hour
Staff Accountants	\$ 75 - \$ 85 per hour
Other Personnel	\$ 45 per hour

Our fee for the above described services is estimated not to exceed \$150,000. Should the scope of our work be expanded, we will provide an additional fee estimate for the City's consideration.

REQUIRED FORMS

CITY OF ORANGE TOWNSHIP, NJ

REQUEST FOR PROPOSALS

DEPARTMENT: Finance Department

PURPOSE: Finance Training and Assistance Consultant

DUE DATE: February 5

, 2021

SECTION 8: REQUIRED ADMINISTRATIVE FORMS

Please place the checklist and the required forms which follow at the **front** of your proposal to facilitate review

CITY OF ORANGE TOWNSHIP

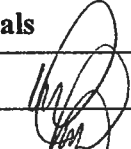
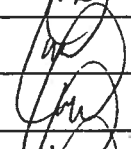
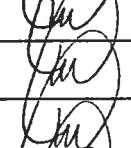
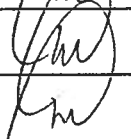





PROJECT:

Finance Training and Assistance Consultant

RESPONDENT:

Lerch, Vinci & Higgins, LLP

RESPONDENTS CHECKLIST

Item	Respondent Initials	Purchasing Review
A. Non-Collusion Affidavit properly notarized		
B. Public Disclosure Statement		
C. Mandatory Affirmative Action Language		
D. Americans with Disabilities Act		
E. Affirmative Action Compliance Notice		
F. Employee Information Report		
G. Business Registration Certificate		
H. Original signature(s) on all required forms.		
I. Certification of Compliance with State Pay-to-Play		

CITY OF ORANGE TOWNSHIP, NJ

REQUEST FOR PROPOSALS

DEPARTMENT: Finance Department

PURPOSE: Finance Training and Assistance Consultant
, 2021

DUE DATE: February 5

NON COLLUSION AFFIDAVIT

STATE OF NEW JERSEY CITY OF ORANGE TOWNSHIP:

I certify that I am Dieter P. Lerch

of the firm of Lerch, Vinci & Higgins, LLP

the bidder making the proposal for the above named project, and that I executed the said proposal with full authority so to do; that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the City of Orange Township relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by (N.J.S.A. 52: 34-25)

(Signature of respondent) 

SUBSCRIBED AND SWORN TO February 2 OF 20 21
BEFORE ME THIS DAY

(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE)

Nancy B French

NANCY B. FRENCH
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 3/9/2025

NOTARY PUBLIC OF
MY COMMISSION EXPIRES: 20 21.

(NOTE: THIS FORM MUST BE COMPLETED, NOTARIZED AND RETURNED WITH THIS PROPOSAL).

CITY OF ORANGE TOWNSHIP, NJ

REQUEST FOR PROPOSALS

DEPARTMENT: Finance Department

PURPOSE: Finance Training and Assistance Consultant **DUE DATE:** February 5, 2021

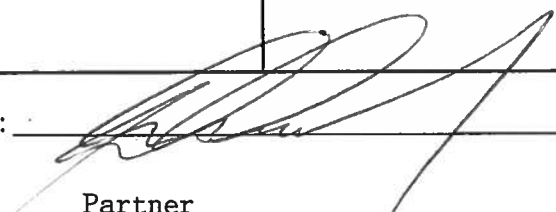
PUBLIC DISCLOSURE INFORMATION

Chapter 33 of the Public Laws of 1977 provides that no Corporation or Partnership shall be awarded any State, City, Municipal or Schools District contracts for the performance of any work or the furnishing of any materials or supplies, unless prior to the receipt of the bid or accompanying the bid of said corporation or partnership there is submitted a public disclosure information statement. The statement shall set forth the names and addresses of all stockholders in the corporation or partnership who own ten percent (10%) or more of its stock of any class, or of all individual partners in the partnership who own a ten percent (10%) or greater interest therein.

STOCKHOLDERS:

Name	Address	% owned
Dieter Lerch	210 Mockingbird Lane Franklin Lakes, NJ	40%
Gary Vinci	15 Mountaintop Terrace Little Falls, NJ	34%
Gary Higgins	462 Old Post Road Wyckoff, NJ	26%

SIGNATURE: _____



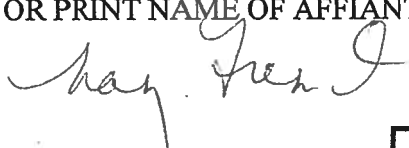
TITLE: _____

Partner

**SUBSCRIBED AND SWORN TO
BEFORE ME THIS DAY**

February 2 OF 2021

(TYPE OR PRINT NAME OF AFFILIANT UNDER SIGNATURE)



**NANCY B. FRENCH
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 3/9/2025**

**NOTARY PUBLIC OF
MY COMMISSION EXPIRES:** _____

(NOTE: THIS FORM MUST BE COMPLETED, NOTARIZED AND RETURNED WITH THIS PROPOSAL).

EXHIBIT A

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 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 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 Public Contracts Equal Employment Opportunity Compliance 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 Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

Vendor Signature: _____



Date: 2-3-21

Tel No: (201) 791-7100

REQUIRED EVIDENCE
AFFIRMATIVE ACTION REGULATIONS
P.L. 1975, C. 127 (N.J.A.C. 17:27-3.2)

Before being awarded a contract, bidders are required to comply with the requirements of P.L. 1975, C.127, (N.J.A.C. 17:27-3.2). Within seven (7) days after receipt of the notification of intent to award the contract or receipt of the contract, whichever is sooner, the contractor should present one of the following to the Contact Person:

1. A photocopy of a valid letter from the U.S. Department of Labor that the contractor has an existing federally-approved or sanctioned Affirmative Action Plan (good for one year from the date of the letter);
OR
2. A photocopy of approved Certificate of Employee Information Report issued in accordance with N.J.A.C. 17:24-4;
OR
3. An initial Employee Information Report (Form AA302) provided by the Affirmative Action Office and completed by the bidder in accordance with N.J.A.C.17:27-4;
OR
4. All successful construction contractors must submit within three days of the signing of the contract an Initial Project Workforce Report (AA201) for any contract award that meets or exceeds the Public Agency bidding threshold (available upon request) in accordance with N.J.A.C.17:27-7.

NO FIRM MAY BE ISSUED A CONTRACT UNLESS IT COMPLIES WITH THE AFFIRMATIVE ACTION REGULATIONS OF P.L. 1975, C.127.

The following questions must be answered by all bidders:

1. Do you have a federally-approved or sanctioned Affirmative Action Program?

Yes _____ No X

If yes, please submit a copy of such approval

2. Do you have a Certificate of Employee Information Report Approval?

Yes X No _____

If yes, please submit a copy of such certificate

The undersigned contractor certifies that he is aware of the commitment to comply with the requirements of P.L. 1975, C.127 and agrees to furnish the required documentation pursuant to the law.

Company: Lerch, Vinci & Higgins, LLP

Signature: _____

Title: Partner

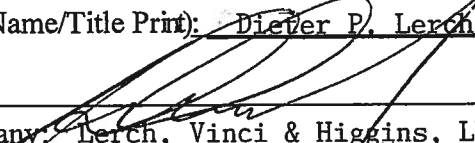
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the City of Orange of Orange (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 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 there unto, are made part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performances shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violates or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, 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 owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expenses to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

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

Representative Name/Title Print: Dieter P. Lerch, Partner
Representative's
Signature: 
Name of Company: Lerch, Vinci & Higgins, LLP
Telephone No: (201) 791-7100

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY/
DIVISION OF REVENUE
PO BOX 252
TRENTON, N.J. 08646-0252

TAXPAYER NAME:

LERCH, VINCI, & HIGGINS, LLP

TRADE NAME:

TAXPAYER IDENTIFICATION#:

223-015-339/000

SEQUENCE NUMBER:

0558535

ADDRESS:

17-17 ROUTE 208
FAIR LAWN NJ 07410

ISSUANCE DATE:

08/24/04

EFFECTIVE DATE:

01/01/90

J.P. & Tully
Acting Director

FORM-BRC(D8-01)

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

Certification 7122

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. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-MAR-2020 to 15-MAR-2027



LERCH, VINCI & HIGGINS LLP
17-17 RT. 208
FAIR LAWN NJ 07410



Elizabeth Maher Muoio

ELIZABETH MAHER MUOIO
State Treasurer

BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR NON-FAIR AND OPEN CONTRACTS
 Required Pursuant To N.J.S.A. 19:44A-20.8
 CITY OF ORANGE TOWNSHIP, NEW JERSEY

Part I – Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the Lerch, Vinci & Higgins, LLP has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period the date of reorganization, to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the CITY OF ORANGE TOWNSHIP as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

Dwayne D. Warren	Adrienne Wooten
Tency A. Eason	Kerry J. Coley
Christopher G. Jackson	
Harold J. Johnson, Jr.	
Jamie Summers-Johnson	
Donna K. Williams	

Part II – Ownership Disclosure Certification

I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

- Partnership
 Corporation
 Sole Proprietorship
 Subchapter S Corporation
 Limited Partnership
 Limited Liability Corporation
 Limited Liability Partnership

Name of Stock or Shareholder	Home Address
Dieter Lerch	210 Mockingbird Lane, Franklin Lakes, NJ 07417
Gary Vinci	15 Mountaintop Terrace, Little Falls, NJ 07424
Gary Higgins	462 Old Post Road, Wyckoff, NJ 07481

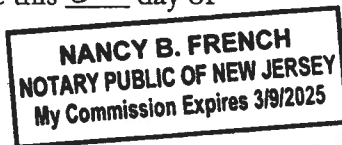
Part III – Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Lerch, Vinci & Higgins, LLP
 Signed: *[Signature]* Title: Partner
 Print Name: Dieter P. Lerch Date: 2-3-21

Subscribed and sworn before me this 3 day of February, 2021.

My Commission expires:



[Signature]

(Affiant)

Nancy B. French

(Print name & title of affiant) (Corporate Seal)

FOR NON-FAIR AND OPEN CONTRACTS

Required Pursuant To N.J.S.A. 19:44A-20.8

The following is statutory text related to the terms and citations used in the Business Entity Disclosure Certification form.

"Local Unit Pay-To-Play Law" (P.L. 2004, c.19, as amended by P.L. 2005, c.51)

19:44A-20.6 Certain contributions deemed as contributions by business entity.

5. When a 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. When a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity.

19:44A-20.7 Definitions relative to certain campaign contributions.

6. As used in sections 2 through 12 of this act:

"business entity" means any natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of this State or of any other state or foreign jurisdiction;

"interest" means the 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, as appropriate;

Temporary and Executing

12. Nothing contained in this act shall be construed as affecting the eligibility of any business entity to perform a public contract because that entity made a contribution to any committee during the one-year period immediately preceding the effective date of this act.

~~~~~

**The New Jersey Campaign Contributions and Expenditures Reporting Act (N.J.S.A. 19:44A-1 et seq.)**

**19:44A-3 Definitions.** In pertinent part...

p. The term "political party committee" means the State committee of a political party, as organized pursuant to R.S.19:5-4, any county committee of a political party, as organized pursuant to R.S.19:5-3, or any municipal committee of a political party, as organized pursuant to R.S.19:5-2.

q. The term "candidate committee" means a committee established pursuant to subsection a. of section 9 of P.L.1973, c.83 (C.19:44A-9) for the purpose of receiving contributions and making expenditures.

r. the term "joint candidates committee" means a committee established pursuant to subsection a. of section 9 of P.L.1973, c.83 (C.19:44A-9) by at least two candidates for the same elective public offices in the same election in a legislative district, county, municipality or school district, but not more candidates than the total number of the same elective public offices to be filled in that election, for the purpose of receiving contributions and making expenditures. For the purpose of this subsection: ...; the offices of member of the board of chosen freeholders and county executive shall be deemed to be the same elective public offices in a county; and the offices of mayor and member of the municipal governing body shall be deemed to be the same elective public offices in a municipality.

**19:44A-8 and 16 Contributions, expenditures, reports, requirements.**

*While the provisions of this section are too extensive to reprint here, the following is deemed to be the pertinent part affecting amounts of contributions:*

"The \$300 limit established in this subsection shall remain as stated in this subsection without further adjustment by the commission in the manner prescribed by section 22 of P.L.1993, c.65 (C.19:44A-7.2)





## Report on the Firm's System of Quality Control

June 7, 2019

To the Partners of Lerch, Vinci & Higgins, LLP and the Peer Review Committee of the NJ Society of CPA's

We have reviewed the system of quality control for the accounting and auditing practice of Lerch, Vinci & Higgins, LLP (the firm) in effect for the year ended September 30, 2018. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at [www.aicpa.org/prsummary](http://www.aicpa.org/prsummary). The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

### Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

### Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

## Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

## Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Lerch, Vinci & Higgins, LLP in effect for the year ended September 30, 2018, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of pass, pass with deficiency(ies) or fail. Lerch, Vinci & Higgins, LLP has received a peer review rating of pass.

*Davie Kaplan, CPA, P.C.*

DAVIE KAPLAN, CPA, P.C.

**LERCH, VINCI & HIGGINS, LLP**

**CLIENT LIST**

**MUNICIPAL CLIENTS PRESENTLY RETAINING THE SERVICES  
OF THE FIRM OF LERCH, VINCI & HIGGINS, LLP**

Borough of Allendale – Bergen County  
Borough of Alpine - Bergen County  
Borough of Bergenfield – Bergen County  
Borough of Cliffside Park - Bergen County  
City of Clifton - Passaic County  
Borough of Closter - Bergen County  
Borough of Cresskill - Bergen County  
Borough of Demarest - Bergen County  
Borough of Dumont – Bergen County  
Borough of Emerson – Bergen County  
City of Englewood – Bergen County  
Borough of Franklin Lakes – Bergen County  
City of Garfield - Bergen County  
Borough of Harrington Park - Bergen County  
Borough of Hasbrouck Heights – Bergen County  
Borough of Haworth - Bergen County  
Borough of Leonia – Bergen County  
Borough of Little Ferry - Bergen County  
Borough of Montvale - Bergen County  
Township of Montville - Morris County  
Borough of Moonachie - Bergen County

**MUNICIPAL CLIENTS PRESENTLY RETAINING THE SERVICES  
OF THE FIRM OF LERCH, VINCI & HIGGINS, LLP  
(continued)**

Township of Mount Olive - Morris County

Borough of North Arlington – Bergen County

Borough of Oakland – Bergen County

Borough of Old Tappan - Bergen County

City of Orange – Essex County

Borough of Palisades Park – Bergen County

Borough of Park Ridge – Bergen County

City of Passaic - Passaic County

City of Rahway - Union County

Township of Readington – Hunterdon County

Township of River Vale – Bergen County

Township of Rochelle Park – Bergen County

Borough of Rockleigh - Bergen County

Borough of Rutherford – Bergen County

City of South Amboy - Middlesex County

Township of South Hackensack – Bergen County

Borough of Tenafly – Bergen County

Borough of Totowa - Passaic County

Borough of Upper Saddle River – Bergen County

Borough of Waldwick - Bergen County

Township of Wayne - Passaic County

Township of Weehawken – Hudson County

Town of West New York – Hudson County

**MUNICIPAL CLIENTS PRESENTLY RETAINING THE SERVICES  
OF THE FIRM OF LERCH, VINCI & HIGGINS, LLP  
(continued)**

Borough of Westwood - Bergen County

Township of Woodbridge – Middlesex County

Borough of Woodcliff Lake - Bergen County

Borough of Wood Ridge - Bergen County

Township of Wyckoff – Bergen County

**AUTHORITIES AND OTHER GOVERNMENTAL ENTITIES  
PRESENTLY RETAINING THE SERVICES  
OF THE FIRM OF LERCH, VINCI & HIGGINS, LLP**

Bergen County Utilities Authority  
County of Union  
North Bergen Municipal Utilities Authority  
North Jersey District Water Supply Commission  
Plainfield Municipal Utilities Authority  
Passaic Parking Authority  
Rockleigh Sewerage Authority  
Westwood Parking Authority  
Cliffside Park Redevelopment Agency  
Rahway Redevelopment Agency  
Passaic Redevelopment Agency  
Garfield Redevelopment Agency  
South Amboy Redevelopment Agency  
Woodbridge Redevelopment Agency  
Woodbridge Fire District No. 5  
Woodbridge Fire District No. 11  
Bergen Municipal Employee Benefits Fund  
Bergen County Municipal Joint Insurance Fund  
Northeast Bergen School Boards Insurance Group  
New Jersey Intergovernmental Insurance Fund  
South Bergen Municipal Joint Insurance Fund  
Suburban Metro Joint Insurance Fund

**BOARDS OF EDUCATION PRESENTLY RETAINING THE SERVICES  
OF THE FIRM OF LERCH, VINCI & HIGGINS, LLP**

Allendale – Bergen County  
Asbury Park – Monmouth County  
Belleville – Essex County  
Bergen County Special Services School District - Bergen County  
Bergen County Vo-Tech - Bergen County  
Bergenfield - Bergen County  
Bogota - Bergen County  
Boonton – Morris County  
Carlstadt - Bergen County  
Carlstadt-East Rutherford Regional – Bergen County  
Carteret – Middlesex County  
Cedar Grove – Essex County  
Clark – Union County  
Closter - Bergen County  
Clifton - Passaic County  
Cresskill - Bergen County  
East Hanover – Morris County  
East Orange – Essex County  
East Rutherford – Bergen County  
Elizabeth – Union County  
Elmwood Park – Bergen County  
Englewood – Bergen County  
Essex Regional Educational Services Commission – Essex County  
Florham Park - Morris County  
Frankford - Sussex County  
Fredon – Sussex County  
Franklin Township - Somerset County  
Garfield - Bergen County  
Glen Rock – Bergen County



**BOARDS OF EDUCATION PRESENTLY RETAINING THE SERVICES  
OF THE FIRM OF LERCH, VINCI & HIGGINS, LLP**

**(continued)**

Harrington Park – Bergen County  
Hackensack – Bergen County  
Hillside – Union County  
Kearny – Hudson County  
Leonia – Bergen County  
Little Falls – Passaic County  
Little Ferry – Bergen County  
Lodi – Bergen County  
Lyndhurst – Bergen County  
Matawan-Aberdeen Regional – Monmouth County  
Maywood - Bergen County  
Midland Park - Bergen County  
Mine Hill – Morris County  
Montville - Morris County  
Moonachie – Bergen County  
Morris-Union Jointure Commission – Union County  
New Milford - Bergen County  
North Bergen - Hudson County  
North Caldwell - Essex County  
North Haledon - Passaic County  
Northern Valley Regional – Bergen County  
Northvale – Bergen County  
Norwood – Bergen County  
Nutley – Essex County  
Oakland – Bergen County  
Old Tappan - Bergen County

**BOARDS OF EDUCATION PRESENTLY RETAINING THE SERVICES  
OF THE FIRM OF LERCH, VINCI & HIGGINS, LLP  
(continued)**

Oradell - Bergen County  
Paramus - Bergen County  
Park Ridge – Bergen County  
City of Passaic - Passaic County  
Passaic County Regional - Passaic County  
Perth Amboy – Middlesex County  
Plainfield – Union County  
Ramapo-Indian Hills – Bergen County  
Rahway – Union County  
Ridgefield – Bergen County  
Ridgefield Park – Bergen County  
Ridgewood – Bergen County  
River Edge - Bergen County  
River Vale - Bergen County  
Riverdale – Morris County  
Robert Treat Academy Charter School – Essex County  
Rockaway – Morris County  
Rockleigh – Bergen County  
Saddle Brook – Bergen County  
Saddle River – Bergen County  
Secaucus – Hudson County  
South Bergen Jointure Commission – Bergen County  
Summit – Union County  
Tenafly - Bergen County  
Totowa - Passaic County  
Upper Saddle River – Bergen County

**BOARDS OF EDUCATION PRESENTLY RETAINING THE SERVICES  
OF THE FIRM OF LERCH, VINCI & HIGGINS, LLP  
(continued)**

Waldwick - Bergen County

Wall Township – Monmouth County

Wallington – Bergen County

Watchung Hills Regional High School – Somerset County

West Orange – Essex County

Westwood Regional – Bergen County

Wood-Ridge – Bergen County

Wyckoff – Bergen County

**PARTNER RESUMES**

## RESUME OF DIETER P. LERCH

Dieter P. Lerch is a senior partner in the firm of Lerch, Vinci & Higgins, LLP. He specializes in responsibility for overall engagements pertaining to the governmental sector, which includes municipal governments, county governments, school districts and public authorities. Mr. Lerch also serves as partner in charge of management advisory services rendered on behalf of governmental entities for the firm.

Mr. Lerch has direct responsibility for audits of major governmental entities represented by the firm. In addition thereto, he has extensive experience in providing governmental entities with management advisory services including but not limited to the following areas: cost benefit studies, including privatization of government services; accounting support services rendered in connection with the sale of taxable and tax exempt bonds by governmental units; review financial aspects of contracts; development of accounting policies and procedures; appearance before regulatory agencies; assistance with fact finding for labor negotiations, including providing expert testimony on behalf of the governmental entities; sewer, solid waste and water utility rate studies and analysis; and preparation of municipal fiscal recovery plans, including cost savings proposals.

Mr. Lerch has extensive experience in providing financial advisory services for redevelopment projects. His experience includes the development of an overall financing plan, analysis of existing and proposed debt structure and preparation of tax and budgetary impact analysis, including a cash flow projection analysis.

Mr. Lerch is a graduate of Montclair State College, receiving a Bachelor of Science Degree in Accounting. He holds a Certified Public Accountant, Registered Municipal Accountant and Public School Accountant license in the State of New Jersey. He is also a Certified Municipal Finance Officer.

Mr. Lerch started his career in public accounting working for a local public accounting firm specializing in governmental auditing and accounting. Mr. Lerch also went on to serve as a Borough Administrator and Director of Finance for a New Jersey municipality. On January 1, 1990, Mr. Lerch started the firm of Lerch, Vinci & Higgins, LLP.

Mr. Lerch is a member of the American Institute of Certified Public Accountants, the New Jersey Society of Certified Public Accountants and the New Jersey Association of Registered Municipal Accountants. He is also a member of the Government Finance Officer's Association.

## RESUME OF GARY J. VINCI

Gary J. Vinci is a senior partner in the firm of Lerch, Vinci & Higgins, LLP. He has extensive experience in auditing and consulting to public entities, including school districts, municipalities, authorities and joint insurance funds.

Mr. Vinci serves as partner-in-charge of numerous governmental entities represented by the firm. Additionally, he provides accounting related services in connection with the issuance of tax exempt debt, coordination of management review studies of the financial operations of the business office, assisting in labor negotiations, development of personnel guides, accounting and policy manuals. Mr. Vinci has assisted various municipalities and school districts with budget preparation and projections. He provides financial advisory services to several joint insurance funds. Mr. Vinci also serves as the partner in charge of the firm's municipal and school board clients who prepare Comprehensive Annual Financial Reports (CAFR) for submission to the Government Finance Officers Association (GFOA) and Association of School Business Officials International (ASBO) to obtain the Certificate of Achievement in Financial Reporting. Mr. Vinci was a past member of the GFOA special Review Committee, whose sole responsibility is to review and grade annual financial reports from governmental entities throughout the country.

Mr. Vinci is a graduate of Fairleigh Dickinson University, receiving a Bachelor of Science Degree in Accounting. In addition, he has also completed postgraduate work in municipal finance and management at Rutgers University.

Mr. Vinci joined a local Certified Public Accounting firm upon graduation and became a partner of that firm in January, 1987. On January 1, 1990, Mr. Vinci started his own firm, Lerch, Vinci & Higgins. He holds a Certified Public Accountant, Registered Municipal Accountant and a Public School Accountant license in the State of New Jersey. In addition, Mr. Vinci is a Certified Municipal Finance Officer.

He is also a member of the American Institute of Certified Public Accountants, New Jersey Society of Certified Public Accountants and New Jersey Association of Registered Municipal Accountants. He is also a member of the Government Finance Officers Association, and is an Associate Member of the New Jersey Association of School Business Officials, and has previously served on the Governmental Accounting Committee of the New Jersey Society of Certified Public Accountants. Mr. Vinci was the former President of a local private country club previously served on the Board of Directors of a regional non-profit.

## RESUME OF GARY W. HIGGINS

Gary W. Higgins is a senior partner in the firm of Lerch, Vinci & Higgins, LLP. He specializes in providing audit and financial advisory services to governmental and not-for-profit entities in the State of New Jersey, including municipalities, school districts, public authorities and common interest realty associations. Mr. Higgins also serves as the firm's Quality Control partner and is responsible for the firm's annual Quality Control inspection and triennial peer review.

Mr. Higgins serves as the partner-in-charge of audits of not-for-profit and governmental entities represented by the firm. He also provides accounting support services to the firm's clients, including but not limited to the following: accounting support services in connection with bond and note issuance; appearances before regulatory agencies; assistance in labor contract negotiations; development and implementation of financial and compliance corrective action plans; cost benefit studies for municipal services; development and review of governmental budgets; application of agreed upon procedures to specific aspects of governmental operations and procedures; and assistance with the administrative and financial management of homeowners' associations.

Mr. Higgins joined a local Certified Public Accounting firm during his senior year of college and on January 1, 1988, he became a partner in that firm. On January 1, 1990, Mr. Higgins started his own firm, Lerch, Vinci & Higgins. He holds a Certified Public Accountant, Registered Municipal Accountant and Public School Accountant license in the State of New Jersey. In addition, Mr. Higgins is a Certified Municipal Finance Officer.

Mr. Higgins is a member of the American Institute of Certified Public Accountants, New Jersey Society of Certified Public Accountants and New Jersey Association of Registered Municipal Accountants. He is also a member of the Governmental Finance Officers Association and an Associate Member of the New Jersey Association of School Business Officials. He is currently president and a member of the Board of Trustees of the Registered Municipal Accountants Association of New Jersey. Additionally, he served ten years previously as president of that Association. Additionally, Mr. Higgins serves as a member of the New Jersey CPA Political Action Committee. In addition, he previously served as a member of the Governmental Accounting and Auditing Committee of the New Jersey Society of Certified Public Accountants, where he served two terms as Chairman of the committee. Mr. Higgins previously served as Treasurer and trustee of a local private country club for six consecutive years. Additionally, Mr. Higgins currently serves as the Treasurer and trustee of The 200 Club of Bergen County. He previously served as president and trustee of his children's school district's Education Foundation.

## RESUME OF JEFFREY C. BLISS

Jeffrey C. Bliss is a partner of the firm of Lerch, Vinci & Higgins, LLP. Mr. Bliss is a graduate of Montclair State College, receiving a Bachelor of Science degree in Accounting. He has also completed the required course work sponsored by Rutgers University to obtain his certification in Municipal Finance.

Mr. Bliss joined a local Certified Public Accounting firm specializing in municipal and public schools accounting upon graduation. In January 1991, Mr. Bliss became a partner in Lerch, Vinci & Higgins. As partner, Mr. Bliss is partner-in charge of audit engagements of several school districts, municipalities, authorities, as well as other governmental entities. He also serves as partner of management and financial advisory services for governmental entities.

In Mr. Bliss's capacity as partner for management advisory services to authorities, he has provided services which include, but are not limited, to cost studies involving privatization of services, management review studies of the financial operations of the business office and the design and implementation of accounting systems, rate structure design, pro forma revenue and expense projections, restructuring and refunding of authority debt, budgetary preparations and analysis, and refunding and feasibility studies for various projects. He has also assisted in the development of the fiscal recovery plans for financially distressed municipalities. Mr. Bliss has assisted several school districts in the preparation of their Comprehensive Annual Financial Report for submission to the Government Finance Officers Association and the Association of School Business Officials – International for their Certificate of Excellence in Financial Reporting Program, which recognizes the highest quality of financial reporting and accounting of governmental entities.

Mr. Bliss played a major role in the development of the firm's audit programs utilized for governmental audit engagements and has developed the firm's audit directive bulletins, which identify audit policies and procedures to be utilized during audit engagements of governmental entities. Mr. Bliss currently is the partner in charge of technical accounting and auditing issues for the firm.

Mr. Bliss holds Certified Public Accountant, Registered Municipal Accountant and Public School Accountant licenses in the State of New Jersey. He is also a Certified Municipal Finance Officer.

He is a member of the American Institute of Certified Public Accountants, the New Jersey Society of Certified Public Accountants and the New Jersey Association of Registered Municipal Accountants. Mr. Bliss is also a member of the Government Finance Officers' Association.



## RESUME OF PAUL J. LERCH

Paul J. Lerch is a partner in the firm of Lerch, Vinci & Higgins, LLP. He has extensive experience in auditing and consulting to public entities, including school districts, municipalities and authorities.

Mr. Lerch joined a local Certified Public Accounting firm specializing in commercial accounting upon graduation. Shortly thereafter, he joined a local accounting firm specializing in governmental accounting. In January, 1995, Mr. Lerch became a partner in Lerch, Vinci & Higgins. As partner, Mr. Lerch is in charge of audit engagements of several school districts, certain municipalities, authorities, as well as other governmental entities.

Mr. Lerch also serves as a consultant in the management services offered to governmental entities. Services include the computation of rebatable arbitrage in accordance with IRS regulations, cost studies involving privatization of municipal services, and management review studies of the financial operations of the business office. Services also include financial analysis in connection with labor negotiations and arbitration and preparation of budget projections. He has also assisted school districts in resolving budget disputes with municipal governments following a school budget defeat, as well as performing reviews of per-pupil tuition costs under sending/receiving relationships. In addition, Mr. Lerch has assisted several school districts in the preparation of their Comprehensive Annual Financial Report for submission to the Government Finance Officers Association and Association of School Business Officials for their Certificate of Achievement Programs, which is highest form recognition in government accounting and financial reporting. Mr. Lerch also participated in the firm's Quality Control Review process by acting as an Inspection Team Captain. He also assisted in the development of the firm's audit programs utilized for governmental audit engagements.

Mr. Lerch is a graduate of William Paterson University, receiving a Bachelor of Arts degree in Accounting. In addition, he has also completed postgraduate work in municipal finance and management at Rutgers University.

Mr. Lerch holds Certified Public Accountant, Registered Municipal Accountant and Public School Accountant licenses in the State of New Jersey. He is a member of the American Institute of Certified Public Accountants, the New Jersey Society of Certified Public Accountants, the New Jersey Association of Registered Municipal Accountants and the Government Finance Officers Association. In addition, Mr. Lerch previously served on the New Jersey State Board of Accountancy.

## RESUME OF JULIUS B. CONSONI

Julius B. Consoni is a Certified Public Accountant, specializing in financial advisory services. He is a graduate of Rutgers University, receiving a Bachelor of Science in Electrical Engineering and a Master of Business Administration in Accounting.

Mr. Consoni joined the firm of Lerch Vinci & Higgins, LLP upon graduation from college. In April, 2007 he became a partner in the firm, and has responsibility for clients requiring management advisory services, which include municipal governments, authorities and redevelopment agencies.

Mr. Consoni has extensive experience in providing governmental entities with the following management advisory services: creation of municipal authorities and redevelopment agencies; privatization of municipal services including sewer, water and solid waste; complex rate design and computer financial modeling; budgetary preparation and projections; pro-forma projections and rate sensitivity analysis; compilation of financial statements for authorities and redevelopment agencies; salary contract negotiations; arbitrage rebate analysis; and training of client personnel.

Mr. Consoni's also has a vast knowledge of computer hardware and software. He has provided the following computer support related services: design and implementation of general ledger and budgetary chart of accounts for financial reporting; financial accounting support including training for the Edmund's system; Powerpoint presentations; and troubleshooting for hardware and software related computer malfunctions.

He holds Certified Public Accountant and Public School Accountant licenses in the State of New Jersey. He is also a member of the American Institute of Certified Public Accountants and the New Jersey Society of Certified Public Accountants.

## RESUME OF ANDREW PARENTE

Andrew D. Parente is a partner in the firm of Lerch, Vinci & Higgins, LLP. He has extensive experience in auditing and consulting to public entities, including municipalities and school districts, as well as other governmental entities. Mr. Parente is a graduate of the Montclair State University, receiving a Bachelor of Science Degree in Accounting. He joined the staff of Lerch, Vinci & Higgins in 1995.

Mr. Parente is directly responsible for the audit clients represented by the firm, which include school districts and municipal governments. Mr. Parente also provides management advisory services to various governmental clients.

In addition to Mr. Parente's audit engagement responsibility, he also has extensive experience in providing the following management advisory services: internal control review of financial operating systems; budget preparation and projections; training of client personnel; as well as review of administrative and financial procedures. Additionally, Mr. Parente has assisted several school districts in the preparation of their Comprehensive Annual Financial Report for submission to the Government Finance Officers Association and Association of School Business Officials for their Certificate of Achievement Programs, which is highest form recognition in government accounting and financial reporting.

Mr. Parente has assisted in the development of the firm's audit programs utilized for governmental audit engagements. He has also helped develop the firm's audit directive bulletins, which are utilized during audit engagements of governmental entities.

Mr. Parente holds Certified Public Accountant, Public School Accountant and Registered Municipal Accountant licenses in the State of New Jersey. He is also a Certified Municipal Finance Officer. He is a member of the American Institute of Certified Public Accountants and the New Jersey Society of Certified Public Accountants. In addition, Mr. Parente is the Treasurer for the New Jersey Association of Registered Municipal Accountants.

**CITY OF ORANGE TOWNSHIP REQUEST FOR PROPOSALS:  
Finance Training and Assistance Consultant**

**SUBMISSION DEADLINE: 11:00 a.m.  
February 5, 2020**

**ADDRESS ALL PROPOSALS TO:**

**Adrian Mapp  
Finance Director  
29 North Day Street  
Orange, N.J. 07050**

**SECTION 1: GENERAL INFORMATION & SUMMARY**

**1.1 Organization Requesting Proposal**

City of Orange Township – Finance Department  
29 North Day Street  
Orange, N.J. 07050

**1.2 Contact Person** Adrian Mapp

Finance Department  
29 North Day Street  
Orange, N.J. 07050  
(973) 266-4011  
[AMapp@orangenj.gov](mailto:AMapp@orangenj.gov)

**1.3 Procurement Process**

This contract will be awarded as a professional services agreement using a fair and open process under the “New Jersey Local Unit Pay-to-Play Law,” N.J.S.A. 19:44A-20.5 et seq.

The City Council will vote to approve a resolution awarding a contract to the Contractor for a sum not to exceed a specified amount and for a term of one (1) year.

**1.4 Contract Form**

If selected to provide services, it is agreed and understood that the successful Respondent shall be bound by the requirements and terms contained in this RFP with regard to services performed, payments, indemnification, insurance, termination, and applicable licensing provisions.

It is also agreed and understood that the acceptance of the final payment by Contractor shall be considered a release in full of all claims against the City of Orange Township (City) arising out of, or by reason of, the work done and materials furnished under this Contract.

**1.5 Submission deadline**

Proposals must be submitted to, and be received by the Finance Department, via mail or hand delivery, by 11:00 a.m. prevailing time on February 5, 2021. Proposals will not be accepted by facsimile transmission or e-mail.

**1.6 Opening of proposals**

Proposals shall be opened in public at 11:00 a.m. prevailing time on February 5, 2021 in the Finance Department, located at 29 North Day Street, City of Orange Township, N.J.

**1.7 Definitions**

The following definitions shall apply to and are used in this Request for Proposal (RFP): "City" refers to the City of Orange Township.

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

"Respondent" or "Respondents" - refers to the interested persons and/or firm(s) that submit a Proposal.

"Consultant" or "Consultants" - refers to the interested persons and/or firm(s) that submit a Proposal.

**1.8 Submission address**

All proposals should be sent to:

**Adrian Mapp**  
**Finance Director**  
**29 North Day Street**  
**Orange, N.J. 07050**

**SECTION 2: INTRODUCTION AND GENERAL INFORMATION**

**2.1 Introduction and Purpose**

The City is seeking proposals from qualified Respondents to provide budget consultant services. Respondents must be Certified Public Accountants (CPA) and Registered Municipal Accountant (RMA). Respondents submitting quotes must be qualified to perform independent audits of municipalities of the State of New Jersey. The selected firm shall be retained for the express purpose of rendering an opinion on the activity and procedures related to the financial affairs of the City of Orange Township for the periods previously indicated.

**2.2 Fair and Open Process**

It is the intention of the City of Orange Township to award a contract through a fair and open process as set forth in N.J.S.A. 19:44A-20.5 et seq. and intends to award the contracts pursuant to N.J.S.A. 40A:11-5 (1)(a)(i).

**2.3 Evaluation**

Proposals will be reviewed and evaluated by the City's Finance Committee. The proposals will be reviewed to determine if the Respondent has met the professional, administrative, and subject areas described in this RFP.

All communications concerning this RFP or the RFP process shall be directed to the City contact person, in writing, via fax, or via e-mail. Responses to all questions will be forwarded as addenda to all prospective Respondents who have provided contact information. It is the prospective Respondents responsibility to provide accurate contact information.

**2.4 Procurement Schedule**

The steps involved in the process and the anticipated completion dates are set forth in the Procurement Schedule below. The City reserves the right to, among other things, amend, modify or alter the Procurement Schedule upon notice to all potential Respondents.

| <b><u>Activity</u></b>                   | <b><u>Date</u></b> |
|------------------------------------------|--------------------|
| 1. Receipt of Proposals                  | February 5, 2021   |
| 2. Completion of evaluation of Proposals | February 8, 2021   |
| 3. Award of contract                     | February 16, 2021  |

**2.5 Rights of the City**

The City reserves, holds and may exercise, at its sole discretion, the following rights and options with regard to this RFP and the procurement process in accordance with the provisions of applicable law:

- To conduct investigations of any or all of the Respondents, as the City deems necessary or convenient, to clarify the information provided as part of the Proposal and to request additional information to support the information included in any Proposal.
- To suspend or terminate the procurement process described in this RFP at any time (in its sole discretion.) If terminated, the City may determine to commence a new procurement process or exercise any other rights provided under applicable law without any obligation to the Respondents.

**2.6 Cost of Proposal Preparation**

Each Proposal and all information required to be submitted pursuant to the RFP shall be prepared at the sole cost and expense of the Respondent. There shall be no claims whatsoever against the City, its officers, officials or employees for reimbursement for the payment of costs or expenses incurred in the preparation of the Proposal or other information required by the RFP.

**2.7 Proposal evaluation**

Proposals will be evaluated by the Finance Committee based on the specific criteria detailed in Section 6.

**2.8 Written Proposal**

Prospective Respondents must submit a written proposal in a format specified by the City. The required format is detailed in Section 3.

**2.9 Additional requirements**

Consultant is required to comply with requirements of P.L. 1975, c. 127, the Law Against Discrimination and with N.J.A.C. 17:27-1.1 et seq., the Affirmative Action Rules.

A party responding to this RFP must indicate what type of business organization it is e.g., corporation, partnership, sole proprietorship, or non-profit organization. If a party is a subsidiary or direct or indirect affiliate of any other organization, it must indicate in its proposal the name of the related organization and the relationship. If a party responding to this RFP is a corporation, it shall list the names of those stockholders holding 10% or more of the outstanding stock.

Section 7 of this document describes general terms and conditions. Section 8 of this document contains required administrative forms which must accompany all proposals. Exclusion of any required form is grounds for rejection of proposals.

**2.10 Disposition of RFP**

Upon submission of a Proposal in response to this RFP, the Respondent acknowledges and consents to the following conditions relative to the submission and review and consideration of its Proposal:

- All Proposals shall become the property of the City and will not be returned.
- All Proposals will become public information at the appropriate time, as determined by the City (in the exercise of its sole discretion) in accordance with law.

**SECTION 3: WRITTEN PROPOSAL FORMAT**

Proposals must address all information requested in this RFP. Proposals which in the judgment of the City fail to meet the requirements of the RFP or which are in any way conditional, incomplete, obscure, contain additions or deletions from requested information, or contain errors may be rejected.

**3.1 Mandatory content**

Each proposal submitted must contain the following:

- Title Page
- Table of Contents
- Executive Summary
- Firm Background
- Scope of Services
- Timing & Fees
- Business Registration Certificate
- Non-Collusion Affidavit
- Insurance Requirements and Acknowledgment Form



The information requested by the sectional format described above is further defined.

**3.2 Title Page**

The proposal should include a title page, which identifies the project; the Respondent's firm, name of the Respondent's primary contact, address, telephone number, fax number and email address.

**3.3 Table of Contents**

The Respondent's proposal should include a Table of Contents, which lists the titles and page numbers for each major topic and sub-topic contained in the proposal.

**3.4 Executive Summary**

This section should include a summary of the key points and highlights of the Respondent's response and should discuss the pricing contained in the proposal.

**3.5 Firm Background**

In this section of the proposal, the Respondent should review its understanding of the business drivers behind the City's strategy.

**3.6 Scope of Services**

In this section of the proposal, the Respondent should state what it believes to be the scope of the intended strategy within the City. If there are any gaps between what the Respondent believes should be the proper scope of the solution given all information known at the time of this RFP, the Respondent should clearly state these gaps in this section and clearly mark these concerns as such.

**3.7 Timing and Fees**

In this section, please describe the timing and associated fees the Respondent is proposing for the implementation. Respondents should be sure to include all expenses associated with delivery, in addition to professional fees. Respondents should identify hourly participation and hourly fees by specific personnel.

**It is important to note that pursuant to N.J.S.A. 40A:5-16, the City is prohibited from paying for goods or services before they have been provided. Therefore, any proposals which specify payment upon contract signing will be deemed unresponsive and rejected.**

**SECTION 4: SCOPE OF SERVICES**

**A. Scope of Work to be Performed**

- Training and assistance in the Finance Department and Administration as it relates to the best practice process and procedure, supplemental debt statements, annual debt statements, audits and capital and operating expenses, CFO training, budget guidance, CAP waiver training, levy CAP and RUT calculations training and review, emergency appropriations calculations, bank reconciliations, pension compliance issues, Local Finance Board applications and presentations, and water and sewer utility.

**SECTION 5: PROPOSAL SUBMISSION REQUIREMENTS**

To be responsive, Proposals must provide all requested information, and must be in strict conformance with the instructions set forth herein. Proposals and all related information must be bound, and signed and acknowledged by the Respondent.

**5.1 Number of copies**

Respondents must submit one signed original and five (5) copies of their proposals.

**5.2 Proposal media**

Proposals forwarded by facsimile or e-mail will not be accepted.

**5.3 Proposal format**

To facilitate a timely and comprehensive evaluation of all submitted proposals, it is essential that all Respondents adhere to the required response format. The City requires a standard format for all proposals submitted to ensure that clear, concise and complete statements are available from each Respondent in response to requirements. The required format is detailed in Section 3.

The City is not under any obligation to search for clarification through additional or unformatted information submitted as a supplement to the formatted response. Where a proposal contains conflicting information, the City at its option may either request clarification or may consider the information unresponsive.

**5.4 Proposal length**

The exact presentation and layout format of proposals is up to the discretion of the Respondent, however a maximum length of 30 pages is strongly suggested.

**5.5 Submission deadline**

Proposals must be received by the City no later than 11:00 a.m. prevailing time on February 5, 2021 and must be mailed or hand-delivered.

**SECTION 6: PROPOSAL EVALUATION**

The City's objective in soliciting Proposals is to enable it to select a Respondent that will provide high quality and cost effective services to the citizens of Orange Township. The City Finance Committee will consider Proposals only from Respondents that, in the City's sole judgment, have demonstrated the capability and willingness to provide high quality services to the citizens of the City in the manner described in this RFP.

**6.1 Evaluation methodology**

Proposals will be evaluated by the Finance Department on the basis of which is the most advantageous, and this evaluation will consider the following:

**a. Required Format**

The extent to which the proposal includes the required sections (Title page, Table of contents, etc.).

**b. Appropriateness of proposed methodology**

The extent to which the proposed methodology meets the City's goals as described in Section 4 of this RFP. The degree to which specific activities and milestones are described will also be evaluated.

Respondents should describe their methodology and explain how it will meet the City's needs.

**c. Prior experience with similar cities**

The City does not wish to overly educate its Consultants as to the workings (both operational and statutory) of municipal government. As a result, proposals should reference of similar type experience.

**d. Cost**

The winning proposal will not necessarily be that with the lowest cost, but that which provides the greatest value to the City. Proposals should provide detailed breakdowns on the cost components. Proposals will be evaluated on the detailed breakdown provided and whether pricing is appropriate to the project scope.

**6.2 Final evaluation**

The City will select the most advantageous Proposal Statement based on the all of the evaluation factors set forth in this RFP, and make the award in the best interest of the City. Each Proposal must satisfy the objectives and requirements detailed in this RFP. The successful Respondent shall be determined by an evaluation of the total content of the Proposal Statement submitted. The City shall not be obligated to explain the results of the evaluation process to any Respondent.

**6.3 Contract award**

A contract will be awarded a professional service agreement pursuant to the "fair and open" provisions of the "New Jersey Local Unit Pay-to-Play Law", N.J.S.A. 19:44A-20.4 et seq.

The Municipal Council will vote to accept the proposal of a Respondent within sixty (60) days of the receipt of proposals, except that the proposals of any Respondents who consent thereto, may, at the request of the City, be held for consideration for such longer period as may be agreed.

**SECTION 7: GENERAL TERMS AND CONDITIONS**

The following are general terms and conditions which may or may not be explained elsewhere in this RFP.

**7.1 City's right to reject**

The City reserves the right to reject any or all proposals, if necessary, or to waive any informalities in the proposals, and, unless otherwise specified by the Respondent, to accept any item, items or services in the Proposal should it be deemed in the best interest of the City.

**7.2 Original/Authorized signatures**

Each proposal and all required forms must be signed in ink by a person authorized to do so.

**7.3 Delivery of proposals**

Proposals may be hand delivered or mailed consistent with the provisions of the legal notice to Respondents. In the case of mailed proposals, the City assumes no responsibility for proposals received after the designated date and time and will return late proposals unopened. Proposals will not be accepted by facsimile or e-mail.

**7.4 Affirmative Action requirements**

Respondents are required to comply with the provisions of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 et seq. No Contractor may be issued a contract unless it complies with these affirmative action provisions. The Mandatory Equal Employment Opportunity/Affirmative Action Language for Goods, Professional Services and General Service Contracts, Exhibit A summarizes the full required regulatory text.

Goods and Services (including professional services) consultants/contractors 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:

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

The Respondents attention is also called to Exhibit A and Exhibit B of this document which contains the required information and forms.

**7.5 Business Registration Certificate**

P.L. 2004, c. 57 (Chapter 57) amends and supplements the business registration provisions of

**CITY OF ORANGE TOWNSHIP, NJ**

**REQUEST FOR PROPOSALS**

**DEPARTMENT:** Finance Department

**PURPOSE:** Finance Training and Assistance Consultant **DUE DATE:** February 5, 2021

N.J.S.A. 52:32-44 which impose certain requirements upon a business competing for or entering into a contract with a local contracting agency whose contracting activities are subject to the requirements of the Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.).

Consultants are required to comply with the requirements of P.L. 2004, c. 57 (Chapter 57) which include submitting a copy of their Business Registration Certificate (BRC), issued by the NJ Department of the Treasury.

**7.6 Indemnification**

The Vendor, if awarded the contract, agrees to protect, defend, indemnify and save harmless the City against damage for payment for the use of any patented material, process, article or device that may enter into the manufacture, construction or form a part of the work covered by either order or contract, and further agrees to indemnify and save harmless the City from suits or actions of every nature and description brought against it for, or on account of, any injuries or damages received or sustained by any party or parties by, or from, any of the acts of the contractor, its servants or agents.

**7.7 Termination**

Should a dispute arise, and if, after a good faith effort at resolution, the dispute is not resolved, either party may terminate the contract by providing 30 days written notice to the other party. Notwithstanding the foregoing, the City reserves the right to cancel the contract at its convenience by providing 30 days written notice to the Consultant.

**SECTION 8: REQUIRED ADMINISTRATIVE FORMS**

Please place the checklist and the required forms which follow at the front of your proposal to facilitate review

**CITY OF ORANGE TOWNSHIP**

**PROJECT:** Finance Training and Assistance Consultant

**RESPONDENT:** \_\_\_\_\_

**RESPONDENTS CHECKLIST**

| <b>Item</b>                                           | <b>Respondent Initials</b> | <b>Purchasing Review</b> |
|-------------------------------------------------------|----------------------------|--------------------------|
| A. Non-Collusion Affidavit properly notarized         |                            |                          |
| B. Public Disclosure Statement                        |                            |                          |
| C. Mandatory Affirmative Action Language              |                            |                          |
| D. Americans with Disabilities Act                    |                            |                          |
| E. Affirmative Action Compliance Notice               |                            |                          |
| F. Employee Information Report                        |                            |                          |
| G. Business Registration Certificate                  |                            |                          |
| H. Original signature(s) on all required forms.       |                            |                          |
| I. Certification of Compliance with State Pay-to-Play |                            |                          |

**CITY OF ORANGE TOWNSHIP, NJ**  
**DEPARTMENT:** Finance Department  
**PURPOSE:** Finance Training and Assistance Consultant  
**, 2021**

**REQUEST FOR PROPOSALS**

**DUE DATE: February 5**

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**NON COLLUSION AFFIDAVIT**

STATE OF NEW JERSEY CITY OF ORANGE TOWNSHIP:

I certify that I am \_\_\_\_\_

of the firm of \_\_\_\_\_

the bidder making the proposal for the above named project, and that I executed the said proposal with full authority so to do; that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the City of Orange Township relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by (N.J.S.A. 52: 34-25)

(Signature of respondent) \_\_\_\_\_

SUBSCRIBED AND SWORN TO  
BEFORE ME THIS DAY \_\_\_\_\_ OF 20 \_\_\_\_\_

(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE)

NOTARY PUBLIC OF  
MY COMMISSION EXPIRES: 20 \_\_\_\_\_.

**(NOTE: THIS FORM MUST BE COMPLETED, NOTARIZED AND RETURNED WITH THIS PROPOSAL).**

**PUBLIC DISCLOSURE INFORMATION**

Chapter 33 of the Public Laws of 1977 provides that no Corporation or Partnership shall be awarded any State, City, Municipal or Schools District contracts for the performance of any work or the furnishing of any materials or supplies, unless prior to the receipt of the bid or accompanying the bid of said corporation or partnership there is submitted a public disclosure information statement. The statement shall set forth the names and addresses of all stockholders in the corporation or partnership who own ten percent (10%) or more of its stock of any class, or of all individual partners in the partnership who own a ten percent (10%) or greater interest therein.

**STOCKHOLDERS:**

| Name | Address | % owned |
|------|---------|---------|
|      |         |         |
|      |         |         |
|      |         |         |
|      |         |         |
|      |         |         |

**SIGNATURE:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**SUBSCRIBED AND SWORN TO**  
**BEFORE ME THIS DAY** \_\_\_\_\_ **OF 20** \_\_\_\_\_

(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE)

**NOTARY PUBLIC OF**  
**MY COMMISSION EXPIRES:** \_\_\_\_\_

**(NOTE: THIS FORM MUST BE COMPLETED, NOTARIZED AND RETURNED WITH THIS PROPOSAL).**



**CITY OF ORANGE TOWNSHIP, NJ**

**REQUEST FOR PROPOSALS**

**DEPARTMENT:** Finance Department

**PURPOSE:** Finance Training and Assistance Consultant

**DUE DATE:** February 5

**, 2021**

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# **EXHIBIT A**

## **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 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 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](http://www.state.nj.us/treasury/contract_compliance))

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance 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 Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

Vendor Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Tel No: \_\_\_\_\_

**REQUIRED EVIDENCE  
AFFIRMATIVE ACTION REGULATIONS  
P.L. 1975, C. 127 (N.J.A.C. 17:27-3.2)**

Before being awarded a contract, bidders are required to comply with the requirements of P.L. 1975, C.127, (N.J.A.C. 17:27-3.2). Within seven (7) days after receipt of the notification of intent to award the contract or receipt of the contract, whichever is sooner, the contractor should present one of the following to the Contact Person:

1. A photocopy of a valid letter from the U.S. Department of Labor that the contractor has an existing federally-approved or sanctioned Affirmative Action Plan (good for one year from the date of the letter);  
OR
2. A photocopy of approved Certificate of Employee Information Report issued in accordance with N.J.A.C. 17:24-4;  
OR
3. An initial Employee Information Report (Form AA302) provided by the Affirmative Action Office and completed by the bidder in accordance with N.J.A.C.17:27-4;  
OR
4. All successful construction contractors must submit within three days of the signing of the contract an Initial Project Workforce Report (AA201) for any contract award that meets or exceeds the Public Agency bidding threshold (available upon request) in accordance with N.J.A.C.17:27-7.

**NO FIRM MAY BE ISSUED A CONTRACT UNLESS IT COMPLIES WITH THE AFFIRMATIVE ACTION REGULATIONS OF P.L. 1975, C.127.**

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The following questions must be answered by all bidders:

1. Do you have a federally-approved or sanctioned Affirmative Action Program?

Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, please submit a copy of such approval

2. Do you have a Certificate of Employee Information Report Approval?

Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, please submit a copy of such certificate

The undersigned contractor certifies that he is aware of the commitment to comply with the requirements of P.L. 1975, C.127 and agrees to furnish the required documentation pursuant to the law.

Company: \_\_\_\_\_ Signature: \_\_\_\_\_

Title: \_\_\_\_\_

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

The contractor and the \_\_\_\_\_ of \_\_\_\_\_ (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 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 there unto, are made part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performances shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violates or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, 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 owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expenses to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

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

Representative Name/Title Print: \_\_\_\_\_

Representative's  
Signature: \_\_\_\_\_

Name of Company: \_\_\_\_\_

Telephone No: \_\_\_\_\_

# **EXHIBIT B**

## **BUSINESS REGISTRATION CERTIFICATE (BRC)**

### **CERTIFICATE OF REGISTRATION (P.L. 1999, C.238)**

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**To: PROSPECTIVE BIDDERS**

**Re: NEW JERSEY BUSINESS REGISTRATION CERTIFICATE**

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- I. Pursuant to P.L. 1999, c.238, et al., specifically, P.L. 2003, c.91, N.J.S.A. 34:11-56.51, all Bidders are required to be registered by the New Jersey Department of Labor at the time bids are received by the Project Owner pursuant to the Public Works Contractor Registration Act. \*
- II. No bidder shall list a subcontractor in a Bid Proposal for the contract unless the subcontractor is registered pursuant to P.L. 1999, c. 238 at the time of bid is made.
- III. No contractor or subcontractor shall engage in the performance of any public work subject to the contract, unless the contractor or subcontractor is registered pursuant to the Act.
- IV. Each contractor shall, after the bid is made and prior to the award of the contract, submit to the Project Owner the certificates of registration for the bidder and all subcontractors listed in the Bid Proposal.

\*Any bidder who is not registered pursuant to the Act at the time bids are received shall be automatically disqualified and the bid shall be rejected.

Renewal  
Package for  
Certificate of  
Employee  
Information  
Report

## **INSTRUCTIONS FOR COMPLETING THE EMPLOYEE INFORMATION REPORT (FORM AA302)**

**IMPORTANT: READ THE FOLLOWING INSTRUCTIONS CAREFULLY BEFORE COMPLETING THE FORM. PRINT OR TYPE ALL INFORMATION. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND TO SUBMIT THE REQUIRED \$150.00 NON-REFUNDABLE FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. IF YOU HAVE A CURRENT CERTIFICATE OF EMPLOYEE INFORMATION REPORT, DO NOT COMPLETE THIS FORM UNLESS YOU ARE RENEWING A CERTIFICATE THAT IS DUE FOR EXPIRATION. DO NOT COMPLETE THIS FORM FOR CONSTRUCTION CONTRACT AWARDS.**

**ITEM 1** - Enter the Federal Identification Number assigned by the Internal Revenue Service, or if a Federal Employer Identification Number has been applied for, or if your business is such that you have not or will not receive a Federal Employer Identification Number, enter the Social Security Number of the owner or of one partner, in the case of a partnership.

**ITEM 2** - Check the box appropriate to your TYPE OF BUSINESS. If you are engaged in more than one type of business check the predominate one. If you are a manufacturer deriving more than 50% of your receipts from your own retail outlets, check "Retail".

**ITEM 3** - Enter the total "number" of employees in the entire company, including part-time employees. This number shall include all facilities in the entire firm or corporation.

**ITEM 4** - Enter the name by which the company is identified. If there is more than one company name, enter the predominate one.

**ITEM 5** - Enter the physical location of the company. Include City, County, State and Zip Code.

**ITEM 6** - Enter the name of any parent or affiliated company including the City, County, State and Zip Code. If there is none, so indicate by entering "None" or N/A.

**ITEM 7** - Check the box appropriate to your type of company establishment. "Single-establishment Employer" shall include an employer whose business is conducted at only one physical location. "Multi-establishment Employer" shall include an employer whose business is conducted at more than one location.

**ITEM 8** - If "Multi-establishment" was entered in item 8, enter the number of establishments within the State of New Jersey.

**ITEM 9** - Enter the total number of employees at the establishment being awarded the contract.

**ITEM 10** - Enter the name of the Public Agency awarding the contract. Include City, County, State and Zip Code. This is not applicable if you are renewing a current Certificate.

**ITEM 11** - Enter the appropriate figures on all lines and in all columns. THIS SHALL ONLY INCLUDE EMPLOYMENT DATA FROM THE FACILITY THAT IS BEING AWARDED THE CONTRACT. DO NOT list the same employee in more than one job category. **DO NOT attach an EEO-1 Report.**

**Racial/Ethnic Groups will be defined:**

**Black:** Not of Hispanic origin. Persons having origin in any of the Black racial groups of Africa.

**Hispanic:** Persons of Mexican, Puerto Rican, Cuban, or Central or South American or other Spanish culture or origin, regardless of race.



**American Indian or Alaskan Native:** Persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.

**Asian or Pacific Islander:** Persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian Sub-continent or the Pacific Islands. This area includes for example, China, Japan, Korea, the Philippine Islands and Samoa.

**Non-Minority:** Any Persons not identified in any of the aforementioned Racial/Ethnic Groups.

**ITEM 12** - Check the appropriate box. If the race or ethnic group information was not obtained by 1 or 2, specify by what other means this was done in 3.

**ITEM 13** - Enter the dates of the payroll period used to prepare the employment data presented in Item 12.

**ITEM 14** - If this is the first time an Employee Information Report has been submitted for this company, check block "Yes".

**ITEM 15** - If the answer to Item 14 is "No", enter the date when the last Employee Information Report was submitted by this company.

**ITEM 16** - Print or type the name of the person completing the form. Include the signature, title and date.

**ITEM 17** - Enter the physical location where the form is being completed. Include City, State, Zip Code and Phone Number.

**TYPE OR PRINT IN SHARP BALL POINT PEN**

THE VENDOR IS TO COMPLETE THE EMPLOYEE INFORMATION REPORT FORM (AA302) AND RETAIN A COPY FOR THE VENDOR'S OWN FILES. THE VENDOR SHOULD ALSO SUBMIT A COPY TO THE PUBLIC AGENCY AWARDDING THE CONTRACT IF THIS IS YOUR FIRST REPORT; AND FORWARD ONE COPY WITH A CHECK IN THE AMOUNT OF \$150.00 PAYABLE TO THE TREASURER, STATE OF NEW JERSEY(FEE IS NON-REFUNDABLE) TO:

**NJ Department of the Treasury**

**Division of Purchase & Property Contract Compliance Audit Unit EEO Monitoring Program**

**P.O. Box 206**

**Trenton, New Jersey 08625-0206 Telephone No. (609) 292-5473**



## State of New Jersey

CHRIS  
CHRISTIE  
*Governor*  
KIM GUADAGNO  
*Lt. Governor*

DEPARTMENT OF THE TREASURY DIVISION  
OF PURCHASE & PROPERTY CONTRACT  
COMPLIANCE AUDIT UNIT EEO MONITORING  
PROGRAM  
P.O. BOX 206  
TRENTON, NJ 08620-0206

ANDREW P. SIDAMON-ERISTOFF  
*State Treasurer*

### ISSUANCE OF CERTIFICATE OF EMPLOYEE INFORMATION REPORT

Enclosed is your Certificate of Employee Information Report (hereinafter referred to as the "Certificate" and issued based on the Employee Information Report (AA-302) form completed by a representative of your company or firm. Immediately upon receipt, this certificate should be forwarded to the person in your company or firm responsible for ensuring equal employment opportunity and/or overseeing the company or firm's contracts with public agencies. Typically, this person may be your company or firm's Human Resources Manager, Equal Employment Opportunity Officer or Contract Administrator. If you do not know to whom the certificate should be forward, kindly forward it to the head of your company or firm. Copies of the certificate should also be distributed to all facilities of your company or firm who engage in bidding on public contracts in New Jersey and who use the same federal identification number and company name. The certificate should be retained in your records until the date it expires. This is very important since a request for a duplicate/replacement certificate will result in a \$75.00 fee.

On future successful bids on public contracts, your company or firm must present a photocopy of the certificate to the public agency awarding the contract after notification of the award but prior to execution of a goods and services or professional services contract. Failure to present the certificate within the time limits prescribed may result in the awarded contract being rescinded in accordance with N.J.A.C. 17:27-4.3b.

Please be advised that this certificate has been approved only for the time periods stated on the certificate. As early as ninety (90) days prior to its expiration, the Division will forward a renewal notification. Upon the Division's receipt of a properly completed renewal application and \$150.00 application fee, it will issue a renewal certificate. In addition, representatives from the Division may conduct periodic visits and/or request additional information to monitor and evaluate the continued equal employment opportunity compliance of your company or firm. Moreover, the Division may provide your company or firm with technical assistance, as required. Please be sure to notify the Division immediately if your company's federal identification number, name or address changes.

If you have any questions, please call (609) 292-5473 and a representative will be available to assist you.

Enclosure(s) (AA-01 Rev. 11/11)

**BUSINESS ENTITY DISCLOSURE CERTIFICATION  
FOR NON-FAIR AND OPEN CONTRACTS  
Required Pursuant To N.J.S.A. 19:44A-20.8  
CITY OF ORANGE TOWNSHIP, NEW JERSEY**

The following is statutory text related to the terms and citations used in the Business Entity Disclosure Certification form.

**“Local Unit Pay-To-Play Law” (P.L. 2004, c.19, as amended by P.L. 2005, c.51)**

**19:44A-20.6 Certain contributions deemed as contributions by business entity.**

5. When a 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. When a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity.

**19:44A-20.7 Definitions relative to certain campaign contributions.**

6. As used in sections 2 through 12 of this act: “business entity” means any natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of this State or of any other state or foreign jurisdiction; “interest” means the 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, as appropriate;

**Temporary and Executing**

12. Nothing contained in this act shall be construed as affecting the eligibility of any business entity to perform a public contract because that entity made a contribution to any committee during the one-year period immediately preceding the effective date of this act.

~~~~~  
The New Jersey Campaign Contributions and Expenditures Reporting Act (N.J.S.A. 19:44A-1 et seq.)

19:44A-3 Definitions. In pertinent part...

- p. The term "political party committee" means the State committee of a political party, as organized pursuant to R.S.19:5-4, any county committee of a political party, as organized pursuant to R.S.19:5-3, or any municipal committee of a political party, as organized pursuant to R.S.19:5-2.
- q. The term "candidate committee" means a committee established pursuant to subsection a. of section 9 of P.L.1973, c.83 (C.19:44A-9) for the purpose of receiving contributions and making expenditures.
- r. the term "joint candidates committee" means a committee established pursuant to subsection a. of section 9 of P.L.1973, c.83 (C.19:44A-9) by at least two candidates for the same elective public offices in the same election in a legislative district, county, municipality or school district, but not more candidates than the total number of the same elective public offices to be filled in that election, for the purpose of receiving contributions and making expenditures. For the purpose of this subsection: ...; the offices of member of the board of chosen freeholders and county executive shall be deemed to be the same elective public offices in a county; and the offices of mayor and member of the municipal governing body shall be deemed to be the same elective public offices in a municipality.

19:44A-8 and 16 Contributions, expenditures, reports, requirements.

While the provisions of this section are too extensive to reprint here, the following is deemed to be the pertinent part affecting amounts of contributions:

“The \$300 limit established in this subsection shall remain as stated in this subsection without further adjustment by the commission in the manner prescribed by section 22 of P.L.1993, c.65 (C.19:44A-7.2)

**BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR NON-FAIR AND OPEN CONTRACTS
Required Pursuant To N.J.S.A. 19:44A-20.8
CITY OF ORANGE TOWNSHIP, NEW JERSEY**

Part I – Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that

(Contractor)

has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one-year period preceding the date of reorganization to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the **CITY OF ORANGE TOWNSHIP** as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

Dwayne D. Warren	
Tency A. Eason	
Christopher G. Jackson	
Harold J. Johnson, Jr	
Jamie Summers-Johnson	
Donna K. Williams	
Adrienne Wooten	
Kerry J. Coley	

Part II – Ownership Disclosure Certification

I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

- Partnership Corporation Sole Proprietorship Subchapter S Corporation
 Limited Partnership Limited Liability Corporation Limited Liability Partnership

Name of Stock or Shareholder	Home Address

Part 3 – Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: _____

Signed: _____ Title: _____

Print Name: _____ Date: _____

Subscribed and sworn before me the _____ day of _____ _____, 20 . <div align="right">_____ (Affiant)</div>

(Print name & title of affiant) (Corporate Seal)

My Commission expires:

Scope of Services

Lerch, Vinci & Higgins, LLP (“LV&H) shall provide qualified individuals to assist and train the City’s Finance Department personnel as required. Such services shall include, but not be limited to:

- Train personnel in the general accounting functions that include the maintaining of the General Ledger as required by the Division of Local Government Services.
- Train personnel with respect to preparation of monthly bank reconciliations for all City bank accounts.
- Train personnel with respect to reconciliation of the various financial reports consisting of the monthly budget revenue report and monthly budget appropriation report.
- Preparation and/or training of personnel with respect to the preparation of Supplemental Debt Statements.
- Preparation and/or training of personnel with respect to the preparation of the Annual Debt Statement.
- Provide training to the Chief Financial Officer with respect to the budget process, including calculation of the statutory levy CAP, the statutory appropriations CAP calculation, CAP waiver training, as well as the statutory calculation of the Reserve for Uncollected Taxes.
- Provide training to the Chief Financial Officer with respect to the financial calculations as required for emergency appropriations.
- Provide the Chief Financial Officer with day-to-day training as required to manage the Finance Department personnel, including purchasing and payroll functions.
- LV&H will provide assistance with labor negotiations, including providing of expert testimony.
- LV&H will assist and train the Chief Financial Officer in any other financial matters as may be requested.

Fee Proposal

Our fee for these services will be billed out at our standard hourly rates based on actual time spent. Our standard hourly billing rates are as follows:

Partners	\$150- \$175 per hour
Managers	\$125 -\$140 per hour
Senior Accountants/Supervisors	\$ 90 - \$115 per hour
Staff Accountants	\$ 75 - \$ 85 per hour
Other Personnel	\$ 45 per hour

Our fee for the above described services is estimated not to exceed \$150,000. Should the scope of our work be expanded, we will provide an additional fee estimate for the City's consideration.

Firm Background

- This response to the Request for Proposals for the City of Orange Township (the “City”) is being submitted by:

Lerch, Vinci & Higgins, LLP
17-17 Route 208
Fair Lawn, NJ 07410
Phone: (201) 791-7199
Key Contact: Dieter P. Lerch, CPA, PSA, RMA

- Lerch, Vinci & Higgins, LLP was formed in 1990 for the purpose of devoting our specialized and extensive experience to better serve governmental and non-profit entities. The firm has been under the current management since its formation in 1990.
- The firm of Lerch, Vinci & Higgins, LLP (“LV&H”) is organized as a limited liability partnership. The firm’s principals are as follows:

<u>Name</u>	<u>Business Address</u>
Dieter P. Lerch	17-17 Route 208, Fair Lawn, NJ 07410
Gary J. Vinci	17-17 Route 208, Fair Lawn, NJ 07410
Gary W. Higgins	17-17 Route 208, Fair Lawn, NJ 07410

- The firm of LV&H presently serves as statutory auditor for over forty-five New Jersey municipalities. As can be seen, our firm's experience in all aspects of governmental accounting and auditing in New Jersey is extensive. The firm has represented the City of Orange Township for over five years, providing budget consulting services and has provided technical assistance as requested by management. The firm has a clear understanding of its professional and technical responsibilities as auditor and advisor for the City.
- The firm is organized as follows:

Partners	7
Managers	6
Supervisors/Senior Accountants	9
Staff Accountants	16
Administrative Staff	4

Firm Background (continued)

- Dieter P. Lerch is a Certified Public Accountant licensed to practice in the State of New Jersey (License No. 20CC009763). Mr. Lerch is also a Public School Accountant licensed to practice in the State of New Jersey (License No. 20CS000756). Mr. Lerch is also a Registered Municipal Accountant (License No. 20CR000398). The firm of Lerch, Vinci & Higgins is licensed to operate in the State of New Jersey (License No. 20CB002672).

- The firm currently has approximately forty professional staff, consisting of sixteen Certified Public Accountant, eight of whom are Registered Municipal Accountants as well.

- Resumes of the firm's partners and key personnel are included herein.

- The firm of Lerch, Vinci & Higgins, is in compliance with all applicable affirmative action requirements. A copy of the firm's current Certificate of Employee Information Report is attached hereto.

- There are currently no judgements, claims or suits pending or outstanding against the firm of LV&H, nor has the firm ever had any judgements, claims or suits filed against it.

- The firm of LV&H is not currently involved or has it ever been involved in any bankruptcy proceedings.

Firm Background - Qualifications and Experience

The partnership of Lerch, Vinci & Higgins, LLP (L V & H) was formed in 1990 for the purpose of devoting our specialized and extensive experience to better serve governmental and nonprofit entities. As reflected in our client list enclosed herein, the firm of L V & H presently represents over 150 governmental and nonprofit entities, including over eighty school districts and over forty-five municipalities.

Our professional staff is both highly skilled and highly motivated. The firm has approximately forty professional staff, consisting of sixteen Certified Public Accountants, eight of whom are Registered Municipal Accountants as well. This complement of licensed professionals enables our firm to provide our clients with the timely and in-depth responsiveness they expect and deserve. Our approach to accounting and auditing is management-oriented. We concentrate on maintaining a close and constructive relationship with our clients throughout the year.

All L V & H professional staff are provided continuing professional education in order to meet the Government Auditing Standards requirements promulgated by the United States General Accounting Office, which requires at least 24 hours of training in the governmental environment and government auditing subjects out of the 80 hours required in each biennial period. All of the present staff meet the requirements for continuing education.

The firm is a member of the American Institute of Certified Public Accountants, and as a requirement of membership, must undergo a Peer Review every three years. The review is conducted by an independent certified public accounting firm and includes an extensive review of our audit workpapers, audit reports and internal quality control policies to ensure that we are adhering to the professional standards of the industry.

The firm completed the required Quality Review in June 2019 and was successful once again in obtaining a peer review rating of pass for the period ended September 30, 2018.

Most of the Certified Public Accountants of the firm are members of the American Institute of CPA's as well as members of the New Jersey Society of CPA's. Several members of the staff are also members of the Government Finance Officers Association (GFOA). In addition, certain firm staff are members of the New Jersey Association of School Business Officials and other professional organizations such as the AICPA Management Consulting Services Section, the Registered Municipal Accountants Association of New Jersey, and the Special Review Committee of the Government Finance Officers Association and Association of School Business Officials International.

Firm Background - Qualifications and Experience (continued)

Our firm has assisted several school districts in completing a Comprehensive Annual Financial Report (CAFR) for submission to the Government Finance Officers Association (GFOA) and Association of School Business Officials International (ASBO) financial reporting award programs. The reports met the qualifications and were awarded the Certificate of Achievement in Financial Reporting by the GFOA and ASBO, which is the highest form of recognition in government accounting and financial reporting.

The firm truly prides itself on client service and on the high degree of professional expertise it has to offer to its governmental clients. The firm welcomes you to contact any of the clients contained in our resume for a reference as to our commitment to providing the highest degree of client service.

EXECUTIVE SUMMARY

February 5, 2021

Adrian Mapp
Finance Director
City of Orange Township
29 North Day Street
Orange, NJ 07050

Re: Request for Proposal
Finance Training and Assistant Consultant

Dear Mr. Mapp:

In response to the City of Orange Township's Request for Proposals for Finance Training and Assistance Consultant we are submitting the following information in response to the City's RFP which clearly supports Lerch, Vinci & Higgins, LLP's ("LV&H") qualifications:

- Firm Background
- Scope of Services
- Timing and Fees
- Required Forms Checklist
- Non-Collusion Affidavit
- Public Disclosure Information
- Exhibit A – Mandatory Equal Employment Opportunity Language
- Required Evidence – Affirmative Action Regulations
- Americans with Disabilities Act of 1990
- Business Registration Certificate
- Certificate of Employee Information Report

- Business Entity Disclosure Certification
- Client List
- Resumes of Partners

We look forward to the opportunity to continue to serve the City of Orange Township.

Very truly yours,
LERCH, VINCI & HIGGINS, LLP

Dieter P. Lerch
Partner