

**CITY COUNCIL**

**The City of Orange Township, New Jersey**

DATE March 7, 2023

NUMBER 131-2023

**TITLE: A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES CONTRACT WITH LERCH, VINCI & BLISS, LLP, LOCATED AT 17-17 ROUTE 208, FAIRLAWN, NEW JERSEY 07410 FOR ASSISTANCE WITH PREPARATION OF THE ANNUAL BUDGET COMMENCING ON JANUARY 1, 2023 THROUGH DECEMBER 31, 2023 IN AN AMOUNT NOT TO EXCEED \$60,000.00**

**WHEREAS**, the City of Orange Township is in need of a budget consultant to assist with the preparation of the annual budget; and

**WHEREAS**, the City of Orange Township advertised a Request for Proposal for Budget Consultant Services through a "Fair and Open Process" pursuant to the provisions of N.J.S.A. 40A:11-1 et seq.; and

**WHEREAS**, bid packages were advertised on February 3, 2023 with the submission deadline of February 22, 2023; and

**WHEREAS**, one entity submitted a proposal in response to the City's Request for Proposal: Lerch, Vinci & Bliss, LLP; and

**WHEREAS**, the proposal was reviewed by a committee within the City and Lerch, Vinci & Bliss, LLP was found to be responsive to the bid specifications; and

**WHEREAS**, the Chief Financial Officer of the City of Orange Township has prepared the necessary Certificate of Availability of Funds, a copy of which is attached hereto, certifying that funds are available for this purpose in Account No 3-01-20-112-000-519 contingent upon Council approval and inclusion of said item in the Temporary Budget and adopted 2023 Budget, there will be sufficient funds to contract Lerch, Vinci & Bliss, LLP.

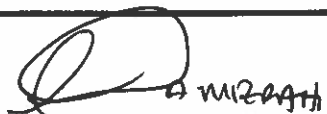
**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Orange Township that:

1. The Mayor is hereby authorized to execute an Agreement with Lerch, Vinci & Bliss, and LLP for Professional Services for Budget Consultation for the City of Orange Township in an amount not to exceed \$60,000.00 commencing January 1, 2023 through December 31, 2023.
3. A notice of this action shall be published in the official newspaper of the City of Orange as required by law.
4. A copy of this resolution along with the contract shall be filed in the Office of the City Clerk for public inspection pursuant to N.J.S.A. 40A:11-5(l) (a)(i).

**Adopted: March 7, 2023**

\_\_\_\_\_  
Joyce L. Lanier  
City Clerk

\_\_\_\_\_  
Tency A. Eason  
Council President

  
\_\_\_\_\_  
CITY ATTORNEY

The Star-Ledger, Newark  
**The Star-Ledger**

Publication Name:  
The Star-Ledger, Newark

Publication URL:  
[www.nj.com/starledger](http://www.nj.com/starledger)

Publication City and State:  
Newark , NJ

Publication County:  
Essex

---

Notice Popular Keyword Category:

Notice Keywords:  
**budget**

Notice Authentication Number:  
202303011027104923116  
1616025665

Notice URL:

[Back](#)

Notice Publish Date:

Friday, February 03, 2023

**Notice Content**

REQUEST FOR PROPOSALS 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 and intends to award the contracts pursuant to N.J.S.A. 40A:11-5 (l)(a)(i). The City of Orange Township is requesting proposals from qualified individuals or firms (prior experience with a municipal governing body is desirable but not required) to provide the following professional services: Budget Consultant Scope of Services Budget Consultant To provide professional budget consultant services including, but not limited to, the assisting and reviewing of the proposed 2023 budget to ensure compliance with the rules and regulations as promulgated by the Division of Local Government Services and N.J.S.A.40A:4-1 et seq. "Local Budget Law". Proposal Requirements Proposals shall contain a description of the respondent's qualifications and experience. The description of the respondent's qualifications and experience shall evidence knowledge of the applicable procedures pertaining to the Scope of Services. A schedule of specific compensation requirements/fee for services or if applicable hourly billing rates for all categories of staff who will be assigned to perform contract services if a contract is awarded; other charges, if any, to be billed under the contract. Submissions of Proposals Proposals (original and five (5) copies) must be received by the City no later than 1:00.P.M. on February 22, 2023, and must be mailed or hand-delivered to the City of Orange Township, Attention: Adrian O. Mapp, Qualified Purchasing Agent, Orange City Hall, 29 North Day Street, Room 206, Orange, New Jersey 07050. Proposals forwarded by facsimile or email transmissions will not be accepted. Proposals sent either by mail or courier service must be received by the Office of the Qualified Purchasing Agent no later than 1:00 P.M. on Wednesday, February 22, 2023. The City shall not be responsible for the loss, non-delivery, or physical condition of Proposal sent by mail or courier service. All Proposals shall be submitted in sealed envelopes; the applicable wording specific to the proposal shall appear on the envelope as follows: "PROPOSAL FOR BUDGETCONSULTANT" Proposals received in the Office of the Qualified Purchasing Agent after the date and time prescribed shall not be opened and will be returned unopened to the sender. The proposals will be reviewed by the Finance Committee. Interviews may be established, if necessary. Please note that individuals or firms submitting proposals are not guaranteed an interview. Proposals will be evaluated on the qualifications and experience of the applicant and acceptable fees. All questions pertaining to the proposal should be directed to Joyce L. Lanier, City Clerk (973) 952-6344. If awarded a contract, your company/firm shall be required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C.17:27 et seq. Copies of the City's Request for Proposals can be obtained by contacting Joyce L. Lanier, City Clerk at the City of Orange Township, Orange City Hall, 29 North Day Street, Orange, New Jersey 07050. Telephone number: (973) 952-6344, facsimile (973) 672-6643, jlanier@orangenj.gov or the Municipal Council's website www.orangetwpnjcc.org under the Forms and Document Tab or the City website: www.ci.orange.nj.us under the Business Tab - Bids and Solicitations. Adrian O. Mapp QPA 2/3/23 \$131.58

[Back](#)

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 2023 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 2023 Budget, there will be sufficient funds to contract with:

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

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

Purpose: Budget Consultants  
Vendor ID: LERCH010

Temporary Budget: \$ 15,000.00  
Fund: Current Fund  
Line Description CNL - City Council - Professional Services  
Account Numbers(s): CY'23 3-01-20-112-000-519

The remainder of: \$ 45,000.00  
will be provided in  
Fund: Current Fund  
Line Description CNL - City Council - Professional Services  
Account Numbers(s): CY'23 3-01-20-112-000-519

Purchase Order #: 23-00758

Amount not to exceed: \$ 60,000.00

---

Division Head

Date

*Nile Clements*

3/1/2023

---

Chief Financial Officer

Date

**AGREEMENT TO PROVIDE SERVICES AS BUDGET CONSULTANT TO  
THE MUNICIPAL COUNCIL OF THE CITY OF ORANGE TOWNSHIP**

**THIS AGREEMENT**, made this \_\_\_\_ day of \_\_\_\_ 2023, 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 & Bliss, LLP, 17-17 Route 208, Fair Lawn, New Jersey 07410 (hereinafter referred to as Budget Consulting Services");

**WITNESSETH**

**WHEREAS**, the City of Orange Township agrees to retain a Budget Consulting Services on behalf of the City Council and the firm Lerch, Vinci & Bliss, LLP are agreeable to perform the service related to same pursuant to Resolution No. \_\_\_\_\_ 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**

The services to be provided on behalf of the City of Orange Township in connection with the CY 2023 budget will include the following:

- Lerch Vinci & Bliss, LLP ("L V&B") will review the budget document as submitted by the Administration for the calendar year 2023. The budget review will include all anticipated revenue items as well as appropriation requirements.
- A further review will be made of all anticipated revenues in an effort to determine the maximum available revenues which may be utilized by the City in support of the budget. Recommendations will be made as to where and if it may be fiscally prudent to anticipate or enhance additional revenue items.
- LV & B will review any and all supporting documentation as may have been submitted by the Administration in support of the budget appropriations. Our analysis will include a review of the following line item accounts:
  - Salary and Wage requests
  - Department Other Expense requests
  - Insurance costs
  - Statutory costs, i.e. pension, Social Security
  - Solid waste expenses
  - Debt service requirements
  - Any and all other relevant matters
- LV & B will prepare a summary budget workbook to assist the City Council in the budget process.
- Dieter P. Lerch, CPA, RMA, will be the primary contact as a budget consultant on behalf of the City.

**I. Services to be Provided (Continued)**

- The firm will provide a detailed tax analysis and impact to the homeowners of the City.
- Attendance at any and all meetings and budget sessions and/or public hearings related to the budget as may be requested.
- The firm will provide continuous budgetary and financial advisory services throughout calendar year 2023 at the request of the City Council.

**II. Timing and Planning of Budget and Financial Services**

The services herein provided are to become effective upon adoption of the resolution

**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	\$160 - \$190 per hour
Managers	\$135 - \$150 per hour
Senior Accountants/Supervisor	\$100 - \$125 per hour
Staff Accountants	\$ 80 - \$ 95 per hour
Other Personnel	\$50 per hour

Our fee for the services described above is estimated not to exceed \$50,000.

**IV. General Terms and Conditions**

1. L V &B 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. L V &B 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 bother 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, L V &B agrees as follows:
  - a. L V &B will not discriminate against any employee or applicant for employment because of age, race, creed, national origin, ancestry, marital status or sex. LV &B 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. L V &B 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

\_\_\_\_\_  
Honorable Dwayne D. Warren, Esq. Mayor

ATTEST: LERCH, VINCI & BLISS, LLP

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

Approved as to Form and Sufficiency

ATTEST:

\_\_\_\_\_  
Gracia R. Montilus, City Attorney

Dated: \_\_\_\_\_

**RESPONSE TO  
REQUEST FOR PROPOSALS  
BUDGET CONSULTANT  
FOR THE  
CITY OF ORANGE TOWNSHIP**

**Submitted by:**

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

**February 6, 2023**

**CITY OF ORANGE TOWNSHIP  
PROPOSAL FOR  
BUDGET CONSULTANT SERVICES**

**TABLE OF CONTENTS**

	<u>Page No.</u>
Table of Contents	2
Executive Summary	3-4
Firm Background	5-7
Scope of Services	8
Timing and Fees	9
Required Forms	10-19





# LERCH, VINCI & BLISS, LLP

CERTIFIED PUBLIC ACCOUNTANTS  
REGISTERED MUNICIPAL ACCOUNTANTS

DIETER P. LERCH, CPA, RMA, PSA  
GARY J. VINCI, 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, RMA, PSA  
DEBRA GOLLE, CPA  
MARK SACO, CPA  
ROBERT LERCH, CPA  
CHRISTOPHER M. VINCI, CPA, PSA  
CHRISTINA CUIFFO, CPA

## EXECUTIVE SUMMARY

February 6, 2023

Honorable Mayor and Members  
Of the City Council  
City of Orange Township  
29 North Day Street  
Orange, NJ 07050

Re: Request for Proposal  
Budget Consultant Services

Dear Governing Body:

In response to the City of Orange Township's Request for Proposals for Budget Consultant Services, we are submitting the following information in response to the City's RFP which clearly supports Lerch, Vinci & Bliss, LLP's ("LV&B") qualifications:

- Executive Summary
- 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
  - Certificate of Employee Information Report
  - Business Registration Certificate

- Business Registration Certificate
- Business Entity Disclosure Certification

-2-

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

Very truly yours,  
LERCH, VINCI & BLISS, LLP



Dieter P. Lerch  
Partner

**Firm Background**

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

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

- Lerch, Vinci & Bliss, LLP, formerly 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 & Bliss, LLP (“LV&B”) 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

- The firm of LV&B 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	8
Managers	4
Supervisors/Senior Accountants	8
Staff Accountants	15
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 & Bliss 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 & Bliss, 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&B, nor has the firm ever had any judgements, claims or suits filed against it.
- The firm of LV&B is not currently involved or has it ever been involved in any bankruptcy proceedings.

***Firm Background - Qualifications and Experience***

The partnership of Lerch, Vinci & Bliss, LLP (LV&B) 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 LV&B 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, nine 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.

***Firm Background (continued)***

All LV&B 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.

***Firm Background - Qualifications and Experience***

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.

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***

The services to be provided on behalf of the City of Orange Township for calendar year 2023 will include the following:

- **Lerch Vinci & Bliss, LLP (“LV&B”) will review the budget document as submitted by the Administration for the calendar year 2023. The budget review will include all anticipated revenue items as well as appropriation requirements.**
- **A further review will be made of all anticipated revenues in an effort to determine the maximum available revenues which may be utilized by the City in support of the budget. Recommendations will be made as to where and if it may be fiscally prudent to anticipate or enhance additional revenue items.**
- **LV&B will review any and all supporting documentation as may have been submitted by the Administration in support of the budget appropriations. Our analysis will include a review of the following line item accounts:**
  - **Salary and Wage requests**
  - **Department Other Expense requests**
  - **Insurance costs**
  - **Statutory costs, i.e. pension, Social Security**
  - **Solid waste expenses**
  - **Debt service requirements**
  - **Any and all other relevant matters**
- **LV&B will prepare a summary budget workbook to assist the City Council in the budget process.**
- **Dieter P. Lerch, CPA, RMA, will be the primary contact as a budget consultant on behalf of the City.**
- **The firm will provide a detailed tax analysis and impact to the homeowners of the City.**
- **Attendance at any and all meetings and budget sessions and/or public hearings related to the budget as may be requested.**
- **The firm will provide continuous budgetary and financial advisory services throughout calendar year 2023 at the request of the City Council.**

***Timing and Fees***

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	\$160- \$190 per hour
Managers	\$135- \$150 per hour
Senior Accountants/Supervisors	\$100 - \$125 per hour
Staff Accountants	\$ 80 - \$ 95 per hour
Other Personnel	\$ 50 per hour

Our fee for the above described services is estimated not to exceed \$50,000. Should the scope of our work be expanded or the budget process be extended, we will provide an additional fee estimate for the City's consideration.

**CITY OF ORANGE TOWNSHIP, NJ**  
**DEPARTMENT: Qualified Purchasing**  
**Agent**

**REQUEST FOR PROPOSALS**

**DUE DATE: February 22, 2023**

**PURPOSE: Budget 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: Budget Consultant**

**RESPONDENT: Lerch, Vinci & Bliss, 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**

**DEPARTMENT:** Qualified Purchasing

**Agent**

**PURPOSE:** Budget Consultant

**REQUEST FOR PROPOSALS**

**DUE DATE:** February 22, 2023

**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 & Bliss, 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)   
Dieter P. Lerch

SUBSCRIBED AND SWORN TO  
BEFORE ME THIS DAY 16 of February OF 2023

(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE)

Donna D. Todd

Donna D. Todd

NOTARY PUBLIC OF  
MY COMMISSION EXPIRES: 9/29 2027

DONNA D TODD  
Notary Public, State of New Jersey  
Comm. # 50203389  
My Commission Expires 9/29/2027

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

**CITY OF ORANGE TOWNSHIP, NJ**  
**DEPARTMENT: Qualified Purchasing**  
**Agent**  
**PURPOSE: Budget Consultant**

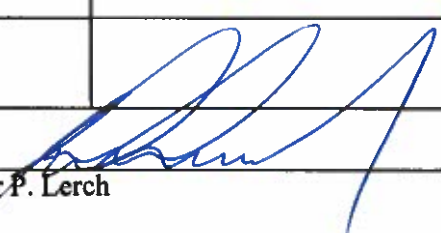
**REQUEST FOR PROPOSALS**  
**DUE DATE: February 22, 2023**

**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 P. Lerch	210 Mockingbird Lane, Franklin Lakes, NJ	54%
Gary J. Vinci	15 Mountaintop Terrace, Little Falls, NJ	46%

SIGNATURE:   
Dieter P. Lerch

TITLE: Partner

SUBSCRIBED AND SWORN TO  
BEFORE ME THIS DAY 6 of February OF 2023

(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE)

  
Donna D. Todd

**DONNA D TODD**  
Notary Public, State of New Jersey  
Comm. # 50203389  
My Commission Expires 9/29/2027

NOTARY PUBLIC OF  
MY COMMISSION EXPIRES: 9/29/2027

**(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](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: 2-6-23

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  \_\_\_\_\_

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: Lerch, Vinci & Bliss, LLP

Signature: 

Title: Partner

**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. S121 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

Representative's \_\_\_\_\_

**Signature:** \_\_\_\_\_

Name of Company: Lerch, Vinci & Bliss, LLP

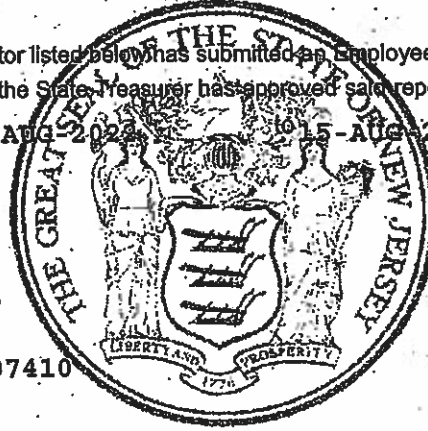
Telephone No: 201-791-7100

Certification 68453

## CERTIFICATE OF EMPLOYEE INFORMATION REPORT

**INITIAL**

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-AUG-2024 to 15-AUG-2029



LERCH VINCI & BLISS LLP  
17-17 ROUTE 208  
FAIR LAWN NJ 07410



*Elizabeth Maher Muoio*  
ELIZABETH MAHER MUOIO  
State Treasurer





## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** VINCI, GARY J  
**Trade Name:** LERCH, VINCI & BLISS  
**Address:** 17-17 ROUTE 208  
FAIR LAWN, NJ 07410  
**Certificate Number:** 0558535  
**Effective Date:** August 08, 2022  
**Date of Issuance:** August 10, 2022

**For Office Use Only:**  
20220810111423455



**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

Lerch, Vinci & Bliss, LLP

(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

Dwvne D. Warren	
Tency A. Eason	
Quantavia Hilbert	
Weldon M. Montae:ue, III	
Clifford R. Ross	
Jamie Summers-Johnson	
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
Dieter P. Lerch	210 Mockingbird Lane, Franklin Lakes, NJ
Gary J. Vinci	15 Mountaintop Terrace, Little Falls, NJ


**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: Lerch, Vinci & Bliss, LLP

Signed:  Title: Partner

Print Name: Dieter P. Lerch Date: \_\_\_\_\_

Subscribed and sworn before me the <u>6</u> day of <u>February</u> <u>2023</u>	<u></u> (Affiant) <u>Donna D. Todd</u> (Print name & title of affiant) (Corporate Seal)
--	--

**DONNA D TODD**  
 Notary Public, State of New Jersey  
 Comm. # 50203389  
 My Commission Expires 9/29/2027