

TOWNSHIP OF HAZLET



COUNTY OF MONMOUTH
STATE OF NEW JERSEY

PROFESSIONAL SERVICES SOLICITATION

FAIR & OPEN PUBLIC SOLICITATION PROCESS

PROFESSIONAL SERVICE: _____

(EACH TITLE DONE AS A SEPARATE PACKAGE)

SUBMISSION DATE: DECEMBER 5, 2023

PUBLIC NOTICE TO PROFESSIONAL SERVICES ENTITIES

INFORMATION FOR PROFESSIONAL SERVICES ENTITIES

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
(EXHIBIT A)

BUSINESS REGISTRATION OF CONTRACTORS
WITH GOVERNMENT AGENCIES

STANDARDIZED SUBMISSION REQUIREMENTS

CHECK LIST

SUBMISSION DOCUMENTS

TOWNSHIP OF HAZLET

PUBLIC NOTICE FOR THE SOLICITATION OF PROFESSIONAL SERVICE CONTRACT
FOR THE PERIOD OF
JANUARY 1, 2024 THROUGH DECEMBER 31, 2024

NOTICE IS HEREBY GIVEN that sealed submissions will be received by the Municipal Clerk, or designated representative, for the Township of Hazlet, County of Monmouth, State of New Jersey on December 5, 2023 at 10:00 A.M. prevailing time, in the Main Meeting Room, Hazlet Township Municipal Building, 1766 Union Avenue, Hazlet, NJ 07730 then publicly opened and read aloud for the following:

- Township Attorney
- Township Auditor
- Township Consulting Engineer
- Township Engineer
- Township Planner
- Bond Counsel
- Labor Attorney
- Public Defender
- Municipal Court Judge
- Municipal Prosecutor
- Substitute Municipal Prosecutor
- Land Use Board Attorney
- Land Use Board Engineer
- Land Use Board Consulting Engineer
- Insurance Consulting Services/Risk Management
- Sewer Engineering Consulting Services

Standardized submission requirements and selection criteria are on the township's website www.hazletwp.org.

All professional service contractors are required to comply with the requirements of N.J.S.A. 52:32-44 (Business Registration of Public Contractors), N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq. (Contract Compliance and Equal Employment Opportunities in Public Contracts).

Submissions by Corporations and Partnerships shall include a completed Disclosure of Ownership form (N.J.S.A. 52:2524.2) and shall include a completed Non-Collusion Affidavit.

The Township Committee reserves the right to reject any or all submissions due to any defects or waive informalities and accept any submissions that in their judgment will be in the best interest of the Township. The Township Committee shall award the contract or reject all submissions no later than 60 days from receipt of same.

Mary L. Lynch
Municipal Clerk

TOWNSHIP OF HAZLET

PUBLIC NOTICE FOR THE SOLICITATION OF A PROFESSIONAL SERVICE CONTRACT APPOINTMENTS SHALL BE FROM JANUARY 1, 2024 THROUGH DECEMBER 31, 2024

The following is a description of the professional services needed, including, where appropriate, a description of tasks involved.

Township Attorney

The Township Attorney shall be an attorney at law of New Jersey, but need not be a resident of the Township. With the prior approval of the Township Committee, the Attorney shall have such powers and perform such duties as are provided for by the office of the Township Attorney by general law or ordinances of the Township. The Attorney shall represent the Township in all judicial and administrative proceedings in which the Township or any of its officers or agencies may be a party or have an interest. The Attorney shall give all legal counsel and advice, where required by the Administrator, Township Committee or any member thereof and shall, in general, serve as the legal advisor to the Township Committee and Administrator on all matters of Township business. In furtherance of such general powers and duties, but without limitation thereto, the Township Attorney shall:

1. Draft or approve as to form and sufficiency all legal documents, contracts, deeds, ordinances and resolutions made, executed or adopted by or on behalf of the Township.
2. With the approval of the Township Committee, conduct appeals from orders, decisions or judgments affecting any interest of the Township as the Attorney may in his/her discretion determine to be necessary or desirable, or as directed by Township Committee.
3. Subject to the approval of the Township Committee, have the power to enter into any agreement, compromise or settlement of any litigation in which the Township is involved.
4. Render opinions in writing upon any question of law submitted to the Attorney by the Administrator, Township Committee, or any member thereof, or the head of any department, with respect to their official powers and duties and shall perform such other duties as may be necessary to provide legal counsel to the Township Committee and Administrator in the administration of municipal affairs.
5. Supervise and direct the work of such additional attorneys and technical professional assistants as the Township Committee may authorize for special or regular employment in or for the Township.
6. Have such other different functions, powers and duties as may be provided by Charter, general law or ordinance.
7. Please provide proof of malpractice and professional liability insurance.

Township Auditor

The Township Auditor shall make the annual audit of the Township financial records for the calendar year 2023 and perform the duties prescribed by law in accordance with generally accepted auditing standards and the laws and regulation of the State of New Jersey regarding same. The Township Auditor shall perform such duties and render such services as may from time to time be requested by the Township Committee, the Chief Financial Officer or the Administrator. Please provide proof of malpractice and professional liability insurance

Township Consulting Engineer

The Consulting Engineer shall be a New Jersey licensed professional engineer. The Consulting Engineer shall attend meetings of the Township in the Engineer's absence and to provide general engineering advice. When directed, the Consulting Engineer shall provide services necessary to review and make recommendations concerning various subdivisions and site plan proposals regarding their conformance to applicable Township requirements and needs, municipal ordinances, if applicable, and to the general requirements of design practice. When directed, the Consulting Engineer shall provide services necessary to observe, assess conformity to statutory or other ordinance requirements and report upon the installation of site improvements and subdivision public improvements in connection with the Township on other site developments. When directed, the Consulting Engineer shall provide services necessary to review, assess conformity to requirements and take necessary action with respect to issuance of certificates, permits, licenses and similar regulatory documents. When requested, the Consulting Engineer shall provide technical advice to other Township members, officials and agents concerning their review of such documents. Please provide malpractice and professional liability insurance.

Township Engineer

The Township Engineer shall be a New Jersey licensed professional engineer who shall perform such duties as are prescribed by general law and ordinance of the Township of Hazlet. The Township Engineer shall prepare or cause to be prepared plans, designs and specifications for public works and improvements undertaken by the township, provide and maintain surveys, maps, plans, specifications and control records with respect to public works and facilities owned or operated by the township and provide technical and engineering advice and assistance to township departments as needed. Please provide proof of malpractice and professional liability insurance. **The township reserves the right to award this position for a three (3) year term.**

Township Planner

The Township Planner shall be a New Jersey licensed professional planner. The Township Planner shall prepare for the Township: reports, presentations and research on land use, housing, open space, economic development, transportation, public utilities, historic preservation, farmland preservation and natural resource protection and conservation. The Township Planner assists and advises the Township Committee on techniques, rules and regulations that the Township may need in exercising its police powers in the area of land use, housing, open space, economic development, transportation, public utilities, historic preservation, farmland preservation and natural resource protection. The Township Planner assists and advises the

Township Committee in maintaining its land development ordinance. The Township Planner provides planning advice to the Township Committee and Administrator on planning proposals as appropriate and requested. The Township Planner prepares plans and other supportive documentation for development and redevelopment as directed by the Township Committee. The Township Planner represents the Township as directed in meetings with county, other municipalities and State agency officials. The Township Planner assists the Township Administrator in planning related matters as needed. The Township Planner advises the Township, as necessary, on new or advanced planning techniques. The Township Planner shall have the capabilities to prepare maps, reports and public presentations. The Township Planner should be a member of the national planning organizations such as the American Institute of Certified Planners.

Bond Counsel

The Bond Counsel shall be an attorney at law of New Jersey. Bond Counsel performs and provides legal advice with regard to the following activities: the preparation of Bond Ordinances and the review of the adoption proceedings; the preparation and review of public finance resolutions, the preparation and issuance of Bond Anticipation, Special Emergency, and Tax Anticipation Notes; and the preparation and issuance of General Obligation Bonds. In addition Bond Counsel is responsible for the preparation and/or review of any Preliminary Official Statement and Official Statement of the Township. Bond Counsel is also responsible for the preparation and/or review of any application to the Local Finance Board and attendance at any related meetings of the Board. Please provide proof of malpractice and professional liability insurance.

Labor Attorney

The Labor Counsel shall be an attorney at law of New Jersey. The Labor Counsel shall be responsible for all labor and employment matters in the Township. These matters include labor negotiations, fact-finding interest arbitration, arbitrations, labor and employment counseling, PERC proceedings, disciplinary hearings and employment litigation. Labor Counsel must be available for consultation on a daily basis and shall deal directly with the Administrator. Please provide proof of malpractice and professional liability insurance.

Public Defender

The Public Defender shall be an attorney at law of New Jersey and shall interview all indigent defendants qualifying for assistance as provided under the standards established by the office of the Public Advocate of the State of New Jersey, and shall defend same in the Municipal Court and provide such legal advice and counsel to such individuals as may be required in any proceedings before the Municipal Court. Court is held on Mondays for 6 hours and on every second and fourth Tuesday for 2 hours. Please provide proof of malpractice and professional liability insurance.

Municipal Court Judge

The Municipal Court Judge shall be a resident of the State of New Jersey and an attorney at law admitted to practice in the State of New Jersey for at least five years. The Municipal Court Judge must demonstrate knowledge of the practices and procedures of Municipal Court and must be knowledgeable of the criminal statutes prosecuted in Municipal Court.

Municipal Prosecutor

The Municipal Prosecutor shall be an attorney at law of New Jersey and shall provide all necessary and desirable legal counsel and advice requested for the prosecution of cases before the Municipal Court and shall conduct the prosecution of such cases except such crimes and offenses as it may be the duty of the county or state officer to prosecute. Court sessions shall be scheduled by the Judge of the Municipal Court. Court is held on Mondays for 6 hours and on every second Tuesday for 2 hours. Please provide proof of malpractice and professional liability insurance.

Substitute Municipal Prosecutor

The Substitute Municipal Prosecutor shall be an attorney at law of New Jersey and shall provide all necessary and desirable legal counsel and advice requested for the prosecution of cases before the Municipal Court and shall conduct the prosecution of such cases except such crimes and offenses as it may be the duty of the county or state officer to prosecute. Court sessions shall be scheduled by the Judge of the Municipal Court. Court is held on Mondays for 6 hours and on every second Tuesday for 2 hours and will be on an as needed basis. Please provide proof of malpractice and professional liability insurance.

Land Use Board Attorney

The Land Use Board Attorney shall be an attorney at law of New Jersey. The Land Use Board Attorney shall attend all regular and special Land Use Board meetings, which shall include routine phone calls with staff. The Land Use Board Attorney shall prepare and defend all litigation affecting the Land Use Board or any member of it, which is the result of decisions made on applications or in the normal performance of their official duties pursuant to the Municipal Land Use Law. The Land Use Board Attorney shall provide legal advice, research and assistance on any other special matters, which the Land Use Board may require to be addressed by the attorney. The Land Use Board Attorney shall draft all legal documents as may be required including preparation of documents, Developers Agreements, and review of deeds, covenants, easements, etc. The Land Use Board Attorney shall represent or advise the Land Use Board on any matter in which the Land Use Board may have a present or future interest. Please provide malpractice and professional liability insurance.

Land Use Board Engineer

The Land Use Board Engineer shall be a New Jersey licensed professional engineer. The Land Use Board Engineer shall perform such duties as specified in New Jersey State Law and the Municipal Codes and Regulations and shall include, but not limited to, attend all regular and special Land Use Board meetings, which shall include routine phone calls with staff, review and report on all development and site plan applications and perform any additional non-escrow work such as ordinance review as requested by the Land Use Board. Please provide malpractice and professional liability insurance.

Land Use Board Consulting Engineer

The Land Use Board Consulting Engineer shall be a New Jersey licensed professional engineer. The Land Use Board Consulting Engineer shall attend meetings of the Land Use Board in the Engineer's absence and to provide general engineering advice. When directed, the Land Use Board Consulting Engineer shall provide services necessary to review and make recommendations concerning various subdivisions and site plan proposals regarding their conformance to applicable Land Use Board requirements and needs, municipal ordinances, if applicable, and to the general requirements of design practice. When directed, the Land Use Board Consulting Engineer shall provide services necessary to observe, assess conformity to statutory or other ordinance requirements and report upon the installation of site improvements and subdivision public improvements in connection with the Land Use Board Township on other site developments. When directed, the Land Use Board Consulting Engineer shall provide services necessary to review, assess conformity to requirements and take necessary action with respect to issuance of certificates, permits, licenses and similar regulatory documents. When requested, the Land Use Consulting Engineer shall provide technical advice to other Land Use Consulting Engineer members, officials and agents concerning their review of such documents. Please provide malpractice and professional liability insurance.

INSURANCE CONSULTING SERVICES/RISK MANAGER

For the general operations of the Township. Questions for this position should be directed to the Municipal Administrator, Rob Bengivenga 732-217-8687. Applicants shall have at minimum the following requirements: a) Licensed as an insurance provider by the Department of Banking and Insurance of the State of New Jersey for a minimum of five (5) years; b) Experience with governmental entities and insurance requirements relating to such entities for a minimum of five (5) years; c) Experience with health insurance, prescription insurance, dental insurance and vision insurance, workers compensation and other insurance funds; and d) Knowledge of the Township and its operations.

SEWER ENGINEERING CONSULTING SERVICES

The Consulting Sewer Engineer shall be a New Jersey licensed professional engineer. The Consulting Sewer Engineer shall attend meetings of the Township as needed to provide general engineering advice on the Townships Sewer operations and projects. When directed, the Consulting Sewer Engineer shall provide services necessary to review and make recommendations concerning various sewer projects and sewers operations, if applicable, and to the general requirements of design practice. When requested, the Consulting Sewer Engineer shall provide technical advice to other Township members, officials and agents concerning their review of the sewer operations of the Township. Please provide malpractice and professional liability insurance

TOWNSHIP OF HAZLET

INFORMATION FOR PROFESSIONAL SERVICES ENTITIES (FAIR & OPEN PUBLIC SOLICITATION PROCESS)

1A.1 RECEIPT AND OPENING OF SUBMISSIONS

1A.1.1 OWNER AND PROJECT

The Township of Hazlet, Monmouth County, New Jersey (hereinafter called the “OWNER”) invites submissions for the service(s) mentioned in the Public Notice for Solicitation.

1A.1.2 TIME AND PLACE OF SUBMISSION OPENINGS

Municipal Administrator and/or his designated representative will receive submissions at the time and place mentioned in the Public Notice for Solicitation, and at such time and place will be publicly opened and read aloud.

1A.1.3 SUBMISSIONS NOT IN COMPLIANCE

The OWNER may waive any informality or reject any and/or all submissions, in accordance with the *Fair and Open Public Solicitation Process for Professional Service(s)*.

1A.1.4 WITHDRAWING SUBMISSIONS

Submissions forwarded to the Municipal Administrator and/or his designated representative before the time of opening of submissions may be withdrawn upon written application of the professional services entity who shall be required to produce evidence showing that they are or they represent the principal or principals involved in the submissions. Submissions may not be withdrawn within twenty-four (24) hours of the stipulated time of opening of submissions. Once submissions have been opened, they must remain firm for a period of sixty (60) days.

1A.2 QUALIFICATIONS OF PROFESSIONAL SERVICES ENTITIES

1A.2.1 INDIVIDUALS PERFORMING TASKS

Name and roles of the individuals who will perform the tasks and descriptions of their education and experience similar to the services contained herein.

1A.2.2 PAST PERFORMANCE

Documented past performance of same and/or similar service.

1A.2.3 REFERENCES

References and record of success of same or similar service.

1A.2.4 DESCRIPTION OF ABILITIES

Description of ability to provide the services in a timely fashion (including staffing, familiarity and location of key staff).

1A.2.5 COST DETAILS

If applicable, cost details including the hourly rates of each of the individual who will be performing services, and all expenses.

1A.2.6 TECHNICAL PROCESS AND EQUIPMENT

Description of technical process and equipment used in performing the task(s).

1A.3 PREPARATION OF SUBMISSIONS

1A.3.1 COMPLETION OF SUBMISSIONS

Each submission must be provided on a Standardized Submission Form as supplied in the submission package, and signed by the professional services entity or principal thereof and shall contain the name, address, and telephone number of the professional services entity. All prices and amounts must be written in ink or preferably typewritten. Each signatory to the submission must initial all erasures or corrections. ***Each submission shall be contained in a sealed envelope to the Township of Hazlet, 1766 Union Avenue, Hazlet, N.J. 07730. The envelope shall specify the Appointment and Title for which the submission is provided. The submission is to be clearly marked “Sealed***

Submission Enclosed” and must be delivered at the place and time required or mailed so as to be received prior to the opening time set in the advertisement. Submissions received after the hour herein named or in unsealed envelopes shall not be considered.

The Owner will not be responsible for submissions forwarded through the U.S. Mail or any delivery service if lost in transit at any time before submission opening, or if hand-delivered to incorrect location.

The submission shall be accompanied by (1) a Non-Collusion Affidavit, (2) a Disclosure of Ownership Form, (3) an Insurance Requirement Acknowledgement Form, (4) a Mandatory Equal Employment Opportunity Notice Acknowledgement, (5) a copy of the applicable Business Registration Certificate, (6) a Professional Services Entity Information Form, (7) a Qualifications Submission, and (8) an Acknowledgement of Corrections, Additions or Deletions Form.

All forms listed above, (#1 through #8) shall be completed in their entirety.

1A.3.2 ERRORS IN SUBMISSIONS

If applicable, in the event there is a discrepancy between the unit prices and the extended totals, the unit prices shall govern or if between the correct sum of the extended totals and the total submission submitted, the correct sum shall govern. Amounts written in words shall govern over the amounts written in numerals.

1A.4 TIME FOR AWARD OF CONTRACT

The contracting unit shall award the contract or reject all submissions within such time as may be specified in the invitation for submission, but in no case more than 60 days, except that the submissions of any professional services entities who consent thereto may, at the request of the contracting unit, be held for consideration for such longer period as may be agreed.

The award of the Contract for this service will not be made unless the Township’s Chief Financial Officer has certified the necessary funds in a lawful manner.

1A.5 MODIFICATIONS OF SUBMISSIONS

Any professional services entity may modify his submissions by mail, courier or hand delivery at any time prior to the scheduled closing time for receipt of submissions. The OWNER, prior to the closing time, must receive such communication. The communication should not reveal the submission price but should provide the addition to or subtraction from or other modification so that the OWNER will not know the final price(s) or term(s) until the sealed submission is opened.

1A.6 REJECTION OF SUBMISSIONS

1A.6.1 MULTIPLE SUBMISSIONS NOT ALLOWED

More than one submission from an individual, a firm or partnership, a corporation or association of principals under the same or different names shall not be considered.

1A.6.2 UNBALANCED SUBMISSIONS

Submissions, which are obviously unbalanced, may be rejected at the option of the OWNER.

1A.6.3 RIGHT TO REJECT SUBMISSIONS

The right is reserved to reject any or all submissions in whole or in part if not in compliance with the standardized submission requirements.

1A.6.4 METHOD OF AWARD OF SUBMISSIONS

The right is reserved by the Township of Hazlet to award submissions on a “*service by service*” basis, “*per project*” basis, in part or in whole as determined by the OWNER.

1A.6.5 RIGHT TO WAIVE INFORMALITIES RESERVED

The OWNER expressly reserves the right to waive any informality in any submission, and to accept the submission, which in the OWNER’S judgment serves its best interests.

1A.7 PROFESSIONAL SERVICES ENTITY REFERRED TO LAWS

The attention of the professional services entity is especially directed to the provisions of Federal, State, County and Local Government statutes and regulations that may apply to the work.

1A.8 PAYMENT

Checks are processed by the Township of Hazlet's Finance Department approximately on the **first and third Tuesday** of each month. It is necessary that the approved signed vouchers be accompanied by an invoice and be submitted in advance of these dates.

1A.9 TRANSITIONAL PERIOD

In the event that a new contract has not been awarded prior to the contract expiration date, it shall be incumbent upon the professional services entity to continue the contract under the same terms and conditions until a new contract(s) can be completely operational. At no time shall this transition period extend more than ninety (90) days beyond the expiration date of the contract.

1A.10 FACSIMILE DOCUMENTS PROVIDED IN A SUBMISSION

Under no circumstances, on submission documents requiring authorized signatures, will the OWNER accept documents provided through facsimile machines.

1A.11 CONTRACT COMPLIANCE AND EQUAL EMPLOYMENT OPPORTUNITY IN PUBLIC CONTRACTS

Professional services entities are 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.**

1A.12 GENERAL REQUIREMENTS/INFORMATION

The professional services entity shall guarantee any or all material and services supplied under these specifications. Defective or inferior items shall be replaced at the expense of the professional services entity.

It is understood by the professional services entity that this submission is provided on the basis of standardized submission requirements prepared by the TOWNSHIP OF HAZLET and the fact that any professional services entity is not familiar with these standardized submission requirements or conditions will not be accepted as an excuse.

NO MINIMUM PAYMENT IS IMPLIED OR GUARANTEED.

TOWNSHIP OF HAZLET reserves the right to cancel any contract entered into upon thirty (30) days written notice.

Contract Term: Pursuant to **N.J.S.A. 40A:11-3(b)**, ..."contracts for professional services pursuant to subparagraph (i) of paragraph (a) subsection (1) of section 5 of P.L. 1971, c.198 (**N.J.S.A. 40A:11-5**) may be awarded for a period not exceeding twelve (12) consecutive months."

This solicitation is for a one (1) year contract for services, from January 1, 2024 through December 31, 2024.

TOWNSHIP OF HAZLET

STANDARDIZED SUBMISSION REQUIREMENTS & SELECTION CRITERIA

(FAIR & OPEN PUBLIC SOLICITATION PROCESS FOR PROFESSIONAL SERVICES)

The Township of Hazlet is seeking sealed submissions in response to a Public Notice for the Solicitation of a Professional Service Contracts.

The standardized submission requirements shall include:

1. Names and roles of the individuals who will perform the services/tasks and descriptions of their experience with projects similar to the services contained herein including their education, degrees and certifications.
2. References and record of success of same or similar service.
3. Description of ability to provide the services in a timely fashion (including staffing, familiarity and location of key staff).
4. Cost details, including the hourly rates of each of the individuals who will perform services and time estimates for each individual, all expenses and total cost of "not to exceed" amount.

The selection criteria to be used in awarding contracts shall include:

1. Qualifications of the individuals who will perform the services/tasks and the amounts of their respective participation.
2. Experience and references.
3. Ability to perform the services/tasks in a timely fashion, including staffing and familiarity with the subject matter.
4. Cost consideration - including, but not limited to, historical costs for similar professional services, expertise involved and comparable costs for comparable public entities.

PLEASE NOTE THIS ADDITIONAL REQUIREMENT:

Professional services entities shall submit one (1) original and one (1) additional set of their sealed submission on December 5, 2023 by 10:00 a.m.

Professional services for the Land Use Board must submit one (1) original and twelve (12) additional sets of their sealed submission on December 5, 2023 by 10:00 a.m.

TOWNSHIP OF HAZLET

CHECKLIST

PROFESSIONAL SERVICE TITLE: _____

SUBMISSION DATE: December 5, 2023 at 10:00 A.M.

The following items, as indicated below (X), shall be provided with the receipt of sealed submission(s):

- X -Notice to Bidders
- X -Bid Proposal Form
- X - Non-Collusion Affidavit
- X - Statement of Ownership
- X - Insurance Requirement Acknowledgement Form
- X - Copy of your ***Business Registration Certificate*** as issued by the State of New Jersey, Department of Treasury, Division of Revenue
- X - Professional Service Entity Information Form
- X - American with Disability Act of 1990 Acknowledgement
- X - Mandatory Equal Employment Opportunity Notice Acknowledgement
- X - Disclosure of Investment Activities in Iran
- X - New Jersey Anti-Discrimination Provisions
- X - Qualifications Submission
- X - Acknowledgement of Corrections, Additions or Deletions Form

Reminder

Professional services entities shall submit one (1) original and one (1) additional set of their sealed submission on December 5, 2023 by 10:00 a.m.

Please remember for the Land Use Board positions you must submit one (1) original and twelve (12) additional sets of their sealed submission on December 5, 2023 by 10:00 a.m.

TOWNSHIP OF HAZLET

NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN that sealed bids will be received by the Municipal Clerk and/or the Qualified Purchasing Agent, for the Township of Hazlet, County of Monmouth, State of New Jersey on December 5, 2023 at 10:00 a.m. prevailing time at the Hazlet Township Municipal Building, 1766 Union Avenue, Hazlet, NJ 07730 at which time and place bids will be opened and read in public for:

2024 PROFESSIONAL SERVICES

Specifications and other bid information may be obtained on the Hazlet Township website www.hazletwp.org.

Bidders are 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.

Publication date: November 13, 2023

TOWNSHIP OF HAZLET
NON-COLLUSION AFFIDAVIT

I _____ of the _____

of _____

in the County of _____ and the State of New Jersey, of full age, being duly sworn according to law on my oath depose and say that:

I am _____

of the firm of _____

The Professional Service Entity making the submission for the above named Service, and that I executed the said submission with full authority to do so; that said Professional Service Entity has not, directly or indirectly, entered into any agreements, participated in any collusion, or otherwise taken any action in restraint of fair and open competition in connection with the above named Service; and that all statements contained in said submission and in this affidavit are true and correct, and made with full knowledge that the Township of Hazlet relies upon the truth of the statements contained in said submission and in the statements contained in this affidavit in awarding the contract for said Service.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bonafide employees or bonafide establish, commercial or selling agencies maintained by:

Name of Professional Service Entity

Subscribed and sworn to before me

this _____ day of _____, 2023

Notary Public, State of _____

Signature of Professional

My Commission expires _____

TOWNSHIP OF HAZLET

STATEMENT OF OWNERSHIP DISCLOSURE

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

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

Name of Organization: _____

Organization Address: _____

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

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

Part II

The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. (COMPLETE THE LIST BELOW IN THIS SECTION)

OR

No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. (SKIP TO PART IV)
(Please attach additional sheets if more space is needed):

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

Part III

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

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

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

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

Part IV

Certification I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that Hazlet Township is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with the Township to notify the Township in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the Township to declare any contract(s) resulting from this certification void and unenforceable

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

TOWNSHIP OF HAZLET

INSURANCE REQUIREMENTS AND ACKNOWLEDGEMENT FORM

Certificate(s) of Insurance shall be filed with the Township's Clerk's Office upon award of contract by the Township Committee.

The minimum amount of insurance to be carried by the Professional Service Entity shall be as follows:

PROFESSIONAL LIABILITY INSURANCE

Limits shall be a minimum of \$1,000,000.00 for each claim and \$1,000,000.00 aggregate each policy period.

Acknowledgement of Insurance Requirement:

(Signature)

(Date)

(Printed Name and Title)

TOWNSHIP OF HAZLET

NEW JERSEY BUSINESS REGISTRATION REQUIREMENTS

Pursuant to N.J.S.A. 52:32-44, Hazlet Township is prohibited from entering into a contract with an entity unless the bidder/proposer/contractor, and each subcontractor that is required by law to be named in a bid/proposal/contract has a valid Business Registration Certificate on file with the Division of Revenue and Enterprise Services within the Department of the Treasury.

Prior to contract award or authorization, the contractor shall provide the Contracting Agency with its proof of business registration and that of any named subcontractor(s).

Subcontractors named in a bid or other proposal shall provide proof of business registration to the bidder, who in turn, shall provide it to the Contracting Agency prior to the time a contract, purchase order, or other contracting document is awarded or authorized.

During the course of contract performance:

1. The contractor shall not enter into a contract with a subcontractor unless the subcontractor first provides the contractor with a valid proof of business registration.
2. The contractor shall maintain and submit to the Contracting Agency a list of subcontractors and their addresses that may be updated from time to time.
3. The contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into the State. Any questions in this regard can be directed to the Division of Taxation at (609)292-6400. Form NJ-REG can be filed online at www.state.nj.us/treasury/revenue/busregcert.shtml.

Before final payment is made under the contract, the contractor shall submit to the Contracting Agency a complete and accurate list of all subcontractors used and their addresses.

Pursuant to N.J.S.A. 54:49-4.1, a business organization that fails to provide a copy of a business registration as required, or that provides false business registration information, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000, for each proof of business registration not properly provided under a contract with a contracting agency.

Emergency Purchases or Contracts For purchases of an emergent nature, the contractor shall provide its Business Registration Certificate within two weeks from the date of purchase or execution of the contract or prior to payment for goods or services, whichever is earlier

Acknowledge that Business Registration Certification is attached

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

TOWNSHIP OF HAZLET

AMERICANS WITH DISABILITIES ACT OF 1990

Equal Opportunity for Individuals with Disability

The CONTRACTOR and the TOWNSHIP of HAZLET, (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. *SI21 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 a 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 performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the 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 expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The 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 clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

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

TOWNSHIP OF HAZLET

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq. (P.L.1975, c.127) and N.J.A.C. 17:27-1.1 et seq.

GOODS, GENERAL SERVICES, AND PROFESSIONAL SERVICES 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; or
Employee Information Report Form AA-302 (electronically provided by the Division and distributed to the public agency through the Division's website at:
http://www.state.nj.us/treasury/contract_compliance.

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

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

HAZLET TOWNSHIP
Disclosure of Investment Activities in Iran

Bidder Name: _____

Part 1: Certification

BIDDERS ARE TO COMPLETE PART 1 BY CHECKING EITHER BOX.

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf. Bidders must review this list prior to completing the below certification. Failure to complete the certification may render a bidder's proposal nonresponsive. If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party

CHECK THE APPROPRIATE BOX:

I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification below.

OR

I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as nonresponsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

Part 2 – Additional Information

PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN. You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran on additional sheets provided by you.

Part 3: Certification

I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments there to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that Hazlet Township is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the Township to notify the Township in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with Hazlet Township and that the Township at its option may declare any contract(s) resulting from this certification void and unenforceable.

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

TOWNSHIP OF HAZLET

NEW JERSEY ANTI-DISCRIMINATION PROVISIONS

N.J.S.A. 10:2-1 ET SEQ.

Pursuant to N.J.S.A. 10:2-1, if awarded a contract, the contractor agrees that:

- A. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates.

- B. No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex.

- C. There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract.

- D. This contract may be canceled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract.

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

TOWNSHIP OF HAZLET

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY NOTICE
(N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq.)

GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS

This form is a summary of the successful professional service entity's requirement to comply with the requirements of **N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq.**

The successful professional service entity shall submit to the Township of Hazlet, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

(a) A photocopy of a valid letter that the vendor 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. 17:27-1.1 et seq.;

OR

(c) A photocopy of an Employee Information Report (Form AA302) provided by the Division of Contract Compliance and distributed to the Township of Hazlet to be completed by the vendor in accordance with N.J.A.C. 17:27-1.1 et seq.

The successful professional service entity may obtain the Employee Information Report (AA302) from the Township of Hazlet during normal business hours.

The successful professional service entities must submit the white and canary copies of the AA302 (Employee Information Report) to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The pink *Public Agency* copy is submitted to the Township of Hazlet, and the gold *Vendor* copy is retained by the professional service entity.

The undersigned professional service entity certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq. and agrees to furnish the required forms of evidence.

The undersigned professional service entity further understands that his/her submission shall be rejected as non-responsive if said professional service entity fails to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq.

COMPANY: _____

SIGNATURE: _____ PRINT NAME: _____

TITLE: _____ DATE: _____

TOWNSHIP OF HAZLET

PROFESSIONAL SERVICE ENTITY INFORMATION FORM

If the Professional Service Entity is an **INDIVIDUAL**, sign name and give the following information:

Name: _____

Address: _____

Telephone No.: _____ Social Security No.: _____

Fax No.: _____ E-Mail: _____

If individual has a TRADE NAME, give such trade name:

Trading As: _____ Telephone No.: _____

If the Professional Service Entity is a **PARTNERSHIP**, give the following information:

Name of Partner: _____

Firm Name: _____

Address: _____

Telephone No.: _____ Federal I.D. No.: _____

Fax No.: _____ E-Mail: _____

Social Security No.: _____

Signature of authorized agent: _____

If the Professional Service Entity is **INCORPORATED**, give the following information:

State under whose laws incorporated _____

Location of principal office: _____

Telephone No.: _____ Federal I.D. No.: _____

Fax No.: _____ E-Mail: _____

If individual has a TRADE NAME, give such trade name:

Trading As: _____ Telephone No.: _____

Name of agent in charge of said office upon whom notice may be legally served:

Telephone No. _____ Name of Corp. _____

Signature: _____ By: _____

Title: _____ Address: _____

TOWNSHIP OF HAZLET

SUBMISSION FORM

1. **Names and roles of the individuals who will perform the services and description of their education and experience with projects similar to the services contained herein including their education, degrees and certifications:**

2. **References and record of success of same or similar service:**

3. Description of ability to provide the services in a timely fashion (including staffing, familiarity and location of key staff):

4. Cost details, including the hourly rates of each of the individuals who will perform services, and all expenses (PLEASE GIVE AN AMOUNT. DO NOT PUT "THE SAME PRICE AS THIS YEAR'S ATTORNEY, ENGINEER, AUDITOR, ETC.")

Note: Attach additional sheets as necessary.

Firm _____ Date _____

Authorized Representative (Print)

Signature _____

Title: _____

Telephone # _____

Fax # _____

TOWNSHIP OF HAZLET

**ACKNOWLEDGEMENT OF CORRECTIONS, ADDITIONS
AND DELETIONS FORM**

I, _____

of the firm _____

hereby acknowledge that any corrections, additions and/or deletions have been initialed and dated in this Submission Package.

(Signature)

(Type or Print name of affiant and Title, under signature)

(Date)

End of Submission Package