

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 3, 2014

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, 2015 THROUGH DECEMBER 31, 2015

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 3, 2014 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
- Public Defender
- Municipal Prosecutor
- Township Auditor
- Bond Counsel
- Labor Attorney
- Land Use Board Attorney
- Land Use Board Engineer
- Consulting Engineer – Land Use Board
- Township Planner
- Consulting Engineer – Township
- Municipal Court Judge

TWO ADDITIONAL COPIES FOR PUBLIC DEFENDER, PROSECUTOR AND JUDGE

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.

Evelyn A. Grandi
Municipal Clerk

TOWNSHIP OF HAZLET

PUBLIC NOTICE FOR THE SOLICITATION OF A PROFESSIONAL SERVICE CONTRACT APPOINTMENTS SHALL BE FROM JANUARY 2015 THROUGH DECEMBER 2015

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.

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. **NOTE: ACTUAL DAYS AND LENGTHS OF COURT SESSIONS FOR 2015 CANNOT YET BE DETERMINED.**

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. **NOTE: ACTUAL DAYS AND LENGTHS OF COURT SESSIONS FOR 2015 CANNOT YET BE DETERMINED.**

Township Auditor

The Township Auditor shall make the annual audit of the Township financial records for the calendar year 2014 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.

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.

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.

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.

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.

Consulting Engineer – Township and Land Use Board

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.

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.

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. **NOTE: ACTUAL DAYS AND LENGTHS OF COURT SESSIONS FOR 2015 CANNOT YET BE DETERMINED.**

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, 2015 through December 31, 2015.

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:21 et seq.

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

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

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

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

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

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, 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 applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affection& or sexual orientation, or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

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

Letter of Federal Affirmative Action Plan Approval
Certificate of Employee Information Report
Employee Information Report Form AA302

The contractor and its subcontractor shall furnish such reports or other documents to the Division of Contract Compliance & EEO as may be requested by the Division 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 Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

ATTENTION ALL PROFESSIONAL SERVICE ENTITIES

On June 29, 2004, Governor McGreevey signed P.L. 2004, c.57, Business Registration of Contractors with Government Agencies, into law. Effective September 1, 2004, g business organizations that do business with a local contracting agency (i.e. Township of Hazlet are required to be registered with the State of New Jersey, Department of Treasury, Division of Revenue, and provide proof of that registration to the contracting agency before the contracting agency may enter into a contract with the business.

A "Business Organization" means an individual, partnership, association, joint stock company, trust, corporation or other legal business entity or successor thereof.

The law provides that: A copy of the Business Registration Certificate issued by the NJ Department of Treasury, Division of Revenue, shall be provided at the time any submission is received; *failure to do so is a fatal defect that cannot be cured.* This law covers construction as well as non-construction submissions.

Further information may be obtained by visiting the following web site at the State of New Jersey:
www.nj.gov/treasurv/revenue/busregcert..htm

Goods & Services Contracts (including purchase orders):

N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that **knowingly** provide goods or perform services for a contractor fulfilling this contract:

- 1) The contractor shall provide written notice to its subcontractors and suppliers to submit proof of business registration to the contractor;
- 2) Prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors or attest that none were used;
- 3) During the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates, that they must collect and remit to the Director, New Jersey Division of Taxation, 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 this State.

A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with a contracting agency.

TOWNSHIP OF HAZLET

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

The CONTRACTOR and the TOWNSHIP OF HAZLET (herein referred to as the Township) do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S12101 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 thereunto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the TOWNSHIP pursuant to this contract, the CONTRACTOR agrees that the performance shall be in strict compliance with the Act. In the event 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 TOWNSHIP in any action or administrative proceeding commenced pursuant to this Act. The CONTRACTOR shall indemnify, protect, and save harmless the TOWNSHIP, 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 TOWNSHIP'S grievance procedure, the CONTRACTOR agrees to abide by any decision of the TOWNSHIP, which is rendered pursuant to, said grievance procedure. If any action or administrative proceeding results in an award of damages against the TOWNSHIP or if the TOWNSHIP 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 TOWNSHIP 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 TOWNSHIP or any of its agents, servants, and employees, the TOWNSHIP shall expeditiously forward or have forwarded to the CONTRACTOR every demand, complaint, notice, summons, pleading, or other process received by the TOWNSHIP or its representatives.

It is expressly agreed and understood that any approval by the TOWNSHIP 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 TOWNSHIP pursuant to this paragraph.

It is further agreed and understood that the TOWNSHIP 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 TOWNSHIP from taking any other actions available to it under any other provisions of this Agreement or otherwise at law.

T O W N S H I P O F H A Z L E T

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 five (5) additional sets of their sealed submission on December 3, 2014 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 3, 2014 by 10:00 a.m.

TOWNSHIP OF HAZLET

CHECKLIST

PROFESSIONAL SERVICE TITLE:

SUBMISSION DATE: December 3, 2014 at 10:00 A.M.

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

- 1. X - Non-Collusion Affidavit.....
- 2. X - Disclosure of Ownership Form.....
- 3. X - Insurance Requirement Acknowledgement Form.....
- 4. X - Mandatory Equal Employment Opportunity Notice Acknowledgement.....
- 5. X - Copy of your **Business Registration Certificate** as issued by the State of New Jersey, Department of Treasury, Division of Revenue.....
- 6. X - Professional Service Entity Information Form.....
- 7. X - Qualifications Submission.....
- 8. X - Acknowledgement of Corrections, Additions or Deletions Form.....

Reminder

Please submit one (1) original and five (5) additional sets of the sealed submission.

Please submit one (1) original and twelve (12) additional sets of the sealed submission for the Land Use Board positions.

TOWNSHIP OF HAZLET
NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY:

SS. COUNTY _____
OF _____

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 _____, 2_____

Notary Public, State of _____

My Commission expires _____

Signature of Professional

Type or Print name of affiant
and Title, under signature

TOWNSHIP OF HAZLET
DISCLOSURE OF OWNERSHIP FORM

N.J.S.A. 52:25-24.2 reads in part that "no corporation or partnership shall be awarded any contract by the State, County, Municipality or School District, or any subsidiary or agency thereof, unless prior to the receipt of the submission of the corporation or partnership, there is provided to the public contracting unit a statement setting forth the names and addresses of all individual who own 10% or more of the stock or interest in the corporation or partnership".

1. If the professional service entity is a *partnership*, then the statement shall set forth the names and addresses of all partners who own a 10% or greater interest in the partnership.
2. If the professional service entity is a *corporation*, then the statement shall set forth the names and addresses of all stockholders in the corporation who own 10% or more of its stock of any class.
3. If a corporation owns all or part of the stock of the corporation or partnership providing the submission, then the statement shall include a list of the stockholders who own 10% or more of the stock of any class of that corporation.
4. If the professional service entity is other than a corporation or partnership, the contractor shall indicate the form of corporate ownership as listed below.

COMPLETE ONE OF THE FOLLOWING STATEMENTS:

I. Stockholders or Partners owning 10% or more of the company providing the

submission: NAME: _____

ADDRESS: _____

SIGNATURE: _____

DATE: _____

II. No stockholder or Partner owns 10% or more of the company providing this submission:

SIGNATURE: _____

DATE: _____

III. Submission is being provided by an individual who operates as a sole proprietorship:

SIGNATURE: _____

DATE: _____

IV. Submission is being provided by a corporation or partnership that operates as a (check one of the following)

_____ Limited Partnership

_____ Limited Liability Corporation

_____ Limited Liability Partnership

_____ Subchapter S Corporation

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)

T O W N S H I P O F H A Z L E T

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: _____

T O W N S H I P O F H A Z L E T
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