TOWNSHIP OF TOMS RIVER

COUNTY OF OCEAN

STATE OF NEW JERSEY

PROFESSIONAL SERVICES SOLICITATION

FAIR & OPEN PUBLIC SOLICITATION PROCESS

(Pursuant To N.J.S.A. 19:44A-20.5 et. seq. and the Township of Toms River Administrative Code, Chapter 84-1 et. seq.)

PROFESSIONAL SERVICE: BOARD OF ADJUSTMENT COUNSEL

SUBMISSION DATE: NOVEMBER 30, 2016 11:00AM

PUBLIC NOTICE TO PROFESSIONAL SERVICES ENTITIES

INFORMATION FOR PROFESSIONAL SERVICES ENTITIES ..... Pages 1 thru 4

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE (EXHIBIT A) ..... Page 5

BUSINESS REGISTRATION OF CONTRACTORS - GOVERNMENTAL AGENCIES ..... Page 6

AMERICAN WITH DISABILITIES ACT OF 1990 ..... Page 7

PAYMENT POLICY ..... Page 8

STANDARDIZED SUBMISSION REQUIREMENTS ..... Pages 9 thru 10

CHECK LIST ..... Page 11

SUBMISSION DOCUMENTS ..... Pages 12 thru 22

TOWNSHIP OF TOMS RIVER

PUBLIC NOTICE FOR THE SOLICITATION OF A PROFESSIONAL SERVICE CONTRACT

NOTICE IS HEREBY GIVEN that sealed submissions will be received by the Purchasing Agent, or her designated representative, for the Township of Toms River, County of Ocean, State of New Jersey on **NOVEMBER 30, 2016** at **11:00AM** prevailing time, in the ***L. Manuel Hirshblond Meeting Room***, Second Floor, Township of Toms River Municipal Complex, 33 Washington Street, Toms River, NJ then publicly opened and read aloud for the following:

BOARD OF ADJUSTMENT COUNSEL

Submission packages may be obtained at the Purchasing Office, (732) 341-1000 ext. 8202 or 8219 during regular business hours, 8:30AM to 4:30PM, Monday through Friday, excluding holidays or on the Township's website at www.tomsrivertownship.com.

These proposals are being solicited through a "fair and open process" in accordance with **N.J.S.A. 19:44A-20.5 et. seq.** and the Township of Toms River Administrative Code, **Chapter 84-1 et. seq.**

Professional service contractors 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.**

TOWNSHIP OF TOMS RIVER

INFORMATION FOR PROFESSIONAL SERVICES ENTITIES

1B.1 RECEIPT AND OPENING OF SUBMISSIONS

1B.1.1 OWNER AND PROJECT

The Township of Toms River, Ocean County, New Jersey (hereinafter called the "OWNER") invites submissions for the service(s) mentioned in the Public Notice for Solicitation.

1B.1.2 TIME AND PLACE OF SUBMISSION OPENINGS

Submissions will be received by the PURCHASING AGENT and/or her designated representative 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. Sealed submissions may also be submitted **by mail or in person, prior to the solicitation date and time, to Township of Toms River, Attn: Purchasing Division, 33 Washington Street, P.O. Box 728, Toms River, NJ 08754.**

1B.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)* pursuant to **N.J.S.A. 19:44A-20.5 et. seq.** and the *Township of Toms River Administrative Code*, **Chapter 84-1 et. seq.**

1B.1.4 WITHDRAWING SUBMISSIONS

Submissions forwarded to the Purchasing Agent 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 represents the principal or principals involved in the submission. 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.

1B.2 QUALIFICATIONS OF PROFESSIONAL SERVICES ENTITIES

1B.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.

1B.2.2 PAST PERFORMANCE

Documented past performance of same and/or similar service.

1B.2.3 REFERENCES

References and record of success of same or similar service

1B.2.4 DESCRIPTION OF ABILITIES

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

1B.2.5 COST DETAILS

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

1B.2.6 TECHNICAL PROCESS AND EQUIPMENT

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

1B.3 PREPARATION OF SUBMISSIONS

1B.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. All erasures or corrections must be initialed by each signatory to the submission. Each submission shall be contained in a sealed envelope addressed to the Purchasing Agent, Township of Toms River, 33 Washington Street, Toms River, N.J., 08753 or in the preprinted envelope supplied with the submission package when available, and said envelope shall specify the item for which the submission is provided 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 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 Form, and (8) an Acknowledgement of Corrections, Additions or Deletions Form.

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

1B.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 sums 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.

1B.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. When the invitation for submission states that the execution of the contract shall be subject to prior approval by a Federal or State agency or department, the contract shall be awarded or all submissions rejected within five (5) days after the approval by such Federal or State agency or department.

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

1B.5 MODIFICATIONS OF SUBMISSIONS

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

1B.6 REJECTION OF SUBMISSIONS

1B.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.

1B.6.2 UNBALANCED SUBMISSIONS

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

1B.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.

1B.6.4 METHOD OF AWARD OF SUBMISSIONS

The right is reserved by the Township of Toms River to award submissions on *a "service by service" basis, "per project" basis, in part or in whole* as determined by the Owner.

1B.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.

1B.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.

1B.8 PAYMENT

Bills are publicly approved every second and fourth Tuesday of each month at regular Township Council meetings. All bills approved at that meeting are paid by checks which are mailed the Friday after the meeting. No checks may be picked up by the professional service entity.

In order for a voucher to be placed on said meetings for approval, they must be submitted to the appropriate Township department, be signed by all the appropriate Township officials and be presented to the Comptroller's office no later than 12:00 noon the Tuesday prior to the meeting. There are no exceptions to this rule.

1B.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.

1B.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.

1B.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.**

1B.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 TOWNSHIP OF TOMS RIVER 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 TOMS RIVER reserves the right to cancel any contract entered into upon thirty (30) days written notice.

EXHIBIT A
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27
GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

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

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

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

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

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. l7:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

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

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302

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

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, all business organizations that do business with a local contracting agency (i.e. Township of Toms River) 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/treasury/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 was 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 TOMS RIVER

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

The CONTRACTOR and the TOWNSHIP OF TOMS RIVER (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.

TOWNSHIP OF TOMS RIVER

PAYMENT POLICY

Payment vouchers with appropriate invoices are publicly approved every second and fourth TUESDAY of each month at regular Township Council meetings. All payment vouchers/invoices approved at each meeting are paid by checks which are **mailed** the Friday directly after the meeting. Under **no** circumstances may checks be picked-up by the vendor/contractor.

In order for a payment voucher to be placed on said meetings for approval, they must be submitted fully executed by the vendor/contractor to the appropriate Township department, be signed by all the appropriate Township officials and be presented to the **Finance Office** no later than 4:30 p.m., **twelve (12) calendar days** immediately prior to the actual meeting.

This means that the Township cannot process payment without the certification on the payment voucher that the goods have been received or the services performed. Further, the Township will not accept any delivery of goods or services **'C.O.D.'**. There are **no** exceptions to these procedural requirements.

TOWNSHIP OF TOMS RIVER

FAIR & OPEN PUBLIC SOLICITATION PROCESS FOR PROFESSIONAL SERVICES

(Pursuant to N.J.S.A. 19:44A-20.5 *et. seq***.** and the Township of Toms River Administration Code, Chapter 84-1 *et. seq*.)

BOARD OF ADJUSTMENT COUNSEL - SPECIFICATIONS

STANDARDIZED SUBMISSION REQUIREMENTS & SELECTION CRITERIA

The Township of Toms River Board of Adjustment is seeking sealed submissions in response to a request for qualifications for a duly licensed attorney to represent the Township of Toms River Board of Adjustment. The attorney shall be able to review applications, plans and maps submitted to determine compliance with the Township's ordinances and the Municipal Land Use Law, N.J.S.A. 40:55D-1 et. seq.; to prepare review letters prior to Board consideration and to advise Board members on the legal aspects of applications during public hearings.

The **standardized submission requirements** shall include:

(i) Names and roles of individual(s) who will be assigned to perform the tasks and a description of their professional experience with Township of Toms River and/or experience with other municipalities and project similar to the matter being advertised.

(ii) Professional licenses and/or certifications held by the individual(s) to be assigned to the work required.

(iii) Educational background and experience of the individual(s) to be assigned to the work required.

(iv) List of Professional References and Records of Success, including addresses and telephone contact numbers.

(v) Description of the support staff available to the individual(s) to be assigned.

(i) The Township of Toms River has established the rate of **$135.00 per hour plus administration cost and fees.** Services billed at this rate shall include, but not be limited to, telephone calls, correspondence, legal research, preparation of ordinances, preparation of resolutions, preparation of contracts, negotiations, meetings, hearings, litigation and any other services rendered on behalf of the Township of Toms River. Any additional charges not included above must be so noted and must accompany this submission.

The **selection criteria** to be used in awarding contracts shall include, but not be limited to:

(i) Qualifications of all individuals who will perform the tasks and the amounts of their respective participation.

(ii) Experience and reputation in the field.

(iii) Ability to perform the task(s) in a timely fashion, including staffing and familiarity with the subject matter.

(iv) Availability of the Professional Service entity personnel, facilities and other resources.

(v) Professional Service entity financial stability and strength.

(vi) Cost consideration including, but not limited to, standardized submission requirements, historical costs for similar contracts, expertise involved.

(vii) Responsiveness to the Public Notice and Specifications; Submission demonstrates a clear understanding of the scope of work related objectives.

(viii) Compliance with the submission documents.

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 to exceed twelve (12) consecutive months".

This solicitation is for stipulated services to become effective from the date of award by resolution of the Board of Adjustment **through December 31, 2017**.

The award of this contract shall be open-ended with funds being encumbered each time services are requested, contingent upon the availability of funds in the appropriate municipal budget.

Professional services entities responding to this solicitation shall submit one (1) original hard copy and one (1) digital copy of their sealed submission, on or before NOVEMBER 30, 2016.

TOWNSHIP OF TOMS RIVER

CHECKLIST – FAIR & OPEN PUBLIC SOLICITATION PROCESS

(Pursuant to N.J.S.A. 19:44A-20.5 et. seq. and the Township of Toms River Administrative Code, Chapter 84-1 et. seq.)

PROFESSIONAL SERVICE: **BOARD OF ADJUSTMENT COUNSEL**

SUBMISSION DATE: **NOVEMBER 30, 2016**

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

1. **Copy** of your ***Business Registration Certificate*** as issued by the State of New Jersey, Department of Treasury, Division of Revenue	XX
2. Non-Collusion Affidavit	XX
3. Disclosure of Ownership Form	XX
4. Insurance Requirement Acknowledgement Form	XX
5. Mandatory Equal Employment Opportunity Notice Acknowledgement (Contracts over $36,000.00) .	XX
6. Professional Service Entity Information Form	XX
7. Qualifications Submission Form	XX
8. Exceptions to Specifications Form	XX
9. Acknowledgement of Corrections, Additions or Deletions Form	XX
10. Disclosure of Investment Activities In Iran	XX

TOWNSHIP OF TOMS RIVER

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 Toms River 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 _____, 20___

_____

Notary Public, State of _____

_____
(Signature of Professional)

My Commission expires_____

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

TOWNSHIP OF TOMS RIVER

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 TOMS RIVER

INSURANCE REQUIREMENTS and ACKNOWLEDGEMENT FORM

FAIR & OPEN PUBLIC SOLICITATION PROCESS pursuant to N.J.S.A. 19:44A-20.5 et. seq. and the Township of Toms River Administrative Code, Chapter 84-1 et. seq.

Certificate(s) of Insurance for Liability, Workmen's Compensation and Professional Liability Insurance, satisfactory to the Township of Toms River, shall be filed with the Township Purchasing Division upon award of contract by the Township Council.

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

1. WORKMEN'S COMPENSATION & EMPLOYERS LIABILITY INSURANCE

The Professional Service Entity shall take out and maintain during the life of the contract adequate workmen's compensation and employer's liability insurance for all employees employed in connection with the work, and in case any work is sublet, the Professional Service Entity shall require each sub-contractor similarly to provide workmen's compensation and employer's liability insurance for the latter's employees, unless such employees are covered by the protection afforded by the Professional Service Entity's insurance.

Coverage A shall be New Jersey Statutory
Coverage B (Employer's Liability) shall be unlimited as per New Jersey Workmen's Compensation Law

2. COMPREHENSIVE GENERAL LIABILITY INSURANCE

Limits shall be a minimum of $1,000,000.00 bodily injury and property damage combined. The Certificate of Insurance must indicate coverage at the above limits for:

A. Contractual indicated on the face of the Certificate as being in accordance with the standardized submission requirements.
B. Independent Contractors (if any)
C. Completed Operations

3. COMPREHENSIVE AUTOMOBILE LIABILITY

Limits shall be a minimum of $1,000,000.00 bodily injury and property damage combined. The Certificate of Insurance must indicate coverage at the above limits for:

(A.) Hired Vehicles
(B.) Non-Owned Vehicles.

4. 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 TOMS RIVER

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 Toms River, 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 Toms River to be completed by the vendor in accordance with N.J.A.C. 17:27-1.1 et seq.

The successful vendor may obtain the *Initial Employee Information Report* (AA-302) online at: www.state.nj.us/treasury/contract_compliance

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 TOMS RIVER – 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 Partners: _____

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: _____

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 TOMS RIVER

FAIR & OPEN PUBLIC SOLICITATION PROCESS FOR PROFESSIONAL SERVICES

Pursuant to N.J.S.A. 19:44A-20.5 et. seq. and the Township of Toms River Administrative Code, Chapter 84-1 et. seq.

BOARD OF ADJUSTMENT COUNSEL

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:

_____

_____

_____

_____

_____

2. Documented past performance of same or similar service.

_____

_____

_____

_____

_____

3. References and record of success of same or similar service.

_____

_____

_____

_____

_____

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

_____

_____

_____

_____

_____

5. Cost details, including the hourly rates of each of the individuals who will perform services, and all expenses.

_____

_____

_____

_____

_____

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

_____

_____

_____

_____

_____

Note: Attach additional sheets as necessary.

Firm _____ Date: _____

Authorized Representative (Print): _____

Signature: _____ Title: _____

Telephone #: _____ Fax #: _____

E-Mail Address: _____

TOWNSHIP OF TOMS RIVER – EXCEPTIONS TO SPECIFICATIONS

Fair and Open Solicitation Process pursuant to N.J.S.A. 19:44A-20.5 et. seq.
and the Township of Toms River Administrative Code, Chapter 84-1 et. seq.

Professional Service entities are to fully and accurately complete this form. If no exceptions are taken, the word "NONE" shall be written. If exceptions are taken, they must be listed fully on this page. You may attach additional sheets as necessary.

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

Name of Company: _____

Signature: _____

TOWNSHIP OF TOMS RIVER

ACKNOWLEDGEMENT OF CORRECTIONS, ADDITIONS AND DELETIONS FORM

Fair and Open Solicitation Process pursuant to N.J.S.A. 19:44A-20.5 et. seq.
and the Township of Toms River Administrative Code, Chapter 84-1 et. seq.

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)

State of New Jersey Division of Purchase and Property
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Name of Bid _____: Bidder / Offeror: _____

PART 1: CERTIFICATION
BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX
FAILURE TO CHECK ONE OF THESE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE

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 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 non-responsive.** If the Township 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.

PLEASE 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 NJ 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 and sign and complete the Certification below.** Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART 2: 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 outlined above by completing the boxes below.

PLEASE PROVIDE INFORMATION BELOW RELATIVE TO THE ABOVE QUESTIONS. ANSWERS MUST BE THOROUGH. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, PLEASE MAKE COPIES OF THIS SHEET OR ATTACH YOUR OWN.

Name _____ Relationship to Bidder/Offeror _____

Description of Activities _____

_____

Duration of Engagement _____Anticipated Cessation Date_____

Bidder/Offeror Contact Name _____Contact Phone Number _____

Name _____ Relationship to Bidder/Offeror _____

Description of Activities _____

_____

Duration of Engagement _____Anticipated Cessation Date_____

Bidder/Offeror Contact Name _____Contact Phone Number _____

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto 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 the Township of Toms River 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 State to notify the State 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 the Township of Toms River and that the State at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name _____ Signature _____

Title: _____ Date _____

NOTICE REGARDING BUSINESS ENTITIES WHICH RECEIVE, IN THE AGGREGATE, $50,000.00 OR MORE FROM PUBLIC ENTITIES DURING A CALENDAR YEAR

A business entity which has received $50,000.00 or more in the aggregate during a calendar year through agreements or contracts with a public entity or public entities is required by state law to file an additional statement with the New Jersey Election Law Enforcement Commission. The form is to be filed electronically. The form maybe found at: www.elec.state.nj.us. For further information, contact the New Jersey Election Law Enforcement Commission at (609) 292-8700 or toll free in New Jersey 1-888-313-ELEC (3532).