Township of Shrewsbury

COUNTY OF MONMOUTH
STATE OF NEW JERSEY

PROFESSIONAL SERVICES SOLICITATION

Consulting Engineer

FAIR & OPEN PUBLIC SOLICITATION PROCESS PURSUANT TO N.J.S.A. 19:44A-20.5 et seq.

PUBLIC OPENING OF SUBMISSIONS:

TOWNSHIP OF SHREWSBURY

PUBLIC NOTICE FOR THE SOLICITATION OF A PROFESSIONAL SERVICE CONTRACT

SCOPE OF WORK

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

The Consulting Engineer shall be a New Jersey licensed professional engineer. The Consulting Engineer shall attend meetings of the Township (if required) 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 Township or 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 FOR THE CALENDAR YEAR 2018.

TABLE OF CONTENTS

PROFESSIONAL SERVICES SOLICITATION 1
TABLE OF CONTENTS 2
PUBLIC NOTICE 4
SCOPE OF WORK....5
INFORMATION FOR PROFESSIONAL SERVICES ENTITIES....6
1B.1 RECEIPT AND OPENING OF SUBMISSIONS 6
1B.1.1 OWNER AND PROJECT 6
1B.1.2 TIME AND PLACE OF SUBMISSION OPENINGS 6
1B.1.3 SUBMISSIONS NOT IN COMPLIANCE 6
1B.1.4 WITHDRAWING SUBMISSIONS 6
1B.2 QUALIFICATIONS OF PROFESSIONAL SERVICES ENTITIES 6
1B.2.1 INDIVIDUALS PERFORMING TASKS 6
1B.2.2 PAST PERFORMANCE 6
1B.2.3 REFERENCES 6
1B.2.4 DESCRIPTION OF ABILITIES 6
1B.2.5 COST DETAILS 7
1B.2.6 TECHNICAL PROCESS AND EQUIPMENT 7
1B.3 PREPARATION OF SUBMISSIONS 7
1B.3.1 COMPLETION OF SUBMISSIONS 7
1B.3.2 ERRORS IN SUBMISSIONS....7
1B.4 TIME FOR AWARD OF CONTRACT....7
1B.5 MODIFICATIONS OF SUBMISSIONS 7
1B.6 REJECTION OF SUBMISSIONS 8
1B.6.1 MULTIPLE SUBMISSIONS NOT ALLOWED 8
1B.6.2 UNBALANCED SUBMISSIONS 8
1B.6.3 RIGHT TO REJECT SUBMISSIONS 8
1B.6.4 METHOD OF AWARD OF SUBMISSIONS 8
1B.6.5 RIGHT TO WAIVE INFORMALITIES RESERVED 8
1B.7 PROFESSIONAL SERVICES ENTITY REFERRED TO LAWS 8
1B.8 PAYMENT 8
1B.9 TRANSITIONAL PERIOD 8
1B.10 FACSIMILE DOCUMENTS PROVIDED IN A SUBMISSION 8
1B.11 CONTRACT COMPLIANCE AND EQUAL EMPLOYMENT OPPORTUNITY IN PUBLIC CONTRACTS 9
1B.12 GENERAL REQUIREMENTS/INFORMATION 9
1B.13 PROFESSIONAL DISCLOSURE 9
1B.14 CANCELLATION OF CONTRACT/AGREEMENT 9
1B.15 CONTRACT TERM 9
1B.16 ADMINISTRATION OF PUBLIC RECORDS 9
1B.17 DISCLOSURE OF CONTRIBUTIONS TO NJ ELECTION LAW ENFORCEMENT COMMISSION (ELEC)....10
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE 11
AMERICANS WITH DISABILITIES ACT OF 1990 13
STANDARDIZED SUBMISSION REQUIREMENTS & SELECTION CRITERIA 14
The selection criteria to be used in awarding contracts shall include: 14
Please Note this Additional Requirement: 14
CHECKLIST 15
NON-COLLUSION AFFIDAVIT 16
DISCLOSURE OF OWNERSHIP FORM 17
INSURANCE REQUIREMENTS AND ACKNOWLEDGEMENT FORM 18
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY NOTICE 20

SAMPLE CERTIFICATE OF EMPLOYEE INFORMATION REPORT 21
BUSINESS REGISTRATION CERTIFICATE 22
SAMPLE BUSINESS REGISTRATION CERTIFICATE 23
PROFESSIONAL SERVICE ENTITY INFORMATION FORM 24
SUBMISSION FORM 25
ACKNOWLEDGEMENT OF CORRECTIONS, ADDITIONS AND DELETIONS FORM 27
ACKNOWLEDGEMENT OF ADDENDA POSTED ON WEBSITE.....28
VENDOR DOCUMENTATION RETENSION.....29
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN 30
SEALED SUBMISSION LABEL FOR PROPOSAL 31

TOWNSHIP OF SHREWSBURY
PUBLIC NOTICE
FOR THE SOLICITATION OF PROFESSIONAL SERVICE CONTRACTS FOR THE YEAR 2018

NOTICE IS HEREBY GIVEN that sealed submissions will be received by the Township Committee or designated representative, for the Township of Shrewsbury, County of Monmouth, State of New Jersey on **December 14, 2017, at 11 a.m.** prevailing time, in the **Conference Room**, Township of Shrewsbury, Municipal Building, **1979 Crawford Street, Shrewsbury Township, NJ 07724** then publicly opened and read aloud for the following:

1. Township Auditor
2. Consulting Engineer
3. Township Attorney
4. Bond Attorney

Standardized submission requirements and selection criteria are on file and available in the Clerk's office during regular business hours, 8:30 AM to 4:30 PM, Monday through Thursday, excluding holidays. **Addenda will be posted on the Township website.**

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. 52:25-24.2) 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.

By authorization of the Township Committee of the Township of Shrewsbury, Monmouth County, New Jersey.

October 24, 2017

TOWNSHIP OF SHREWSBURY

PUBLIC NOTICE FOR THE SOLICITATION OF A PROFESSIONAL SERVICE CONTRACT

TOWNSHIP OF SHREWSBURY

PUBLIC NOTICE FOR THE SOLICITATION OF A PROFESSIONAL SERVICE CONTRACT

SCOPE OF WORK

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

CONSULTING ENGINEER FOR 2018 BUDGET YEAR

The Consulting Engineer shall be a New Jersey licensed professional engineer. The Consulting Engineer shall attend meetings of the Township (if required) 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 Township or 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.

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

1B.1 RECEIPT AND OPENING OF SUBMISSIONS

1B.1.1 OWNER AND PROJECT

The Township of Shrewsbury, Monmouth 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

Township Committee and/or their 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.

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)*

1B.1.4 WITHDRAWING SUBMISSIONS

Submissions forwarded to the Township Committee and/or their 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 (Friday, Saturday, Sunday and Holidays excluded). 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. Each signatory to the submission must initial all erasures or corrections. ***Each submission, including all copies, shall be contained in a sealed envelope using the label supplied with this submission package. If using a courier or mail service, 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. A label has been provided for your use at the end of this document.***

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 all forms listed in the Checklist and 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.

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.

1B.5 MODIFICATIONS OF SUBMISSIONS

Any professional services entity may modify his submission 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.

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 Township of Shrewsbury.

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 Shrewsbury to award submissions on *a "service by service" basis, "per project" basis, in part or in whole* as determined by the Township of Shrewsbury.

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 Township of Shrewsbury'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

Checks are processed by the Township of Shrewsbury's Finance Department approximately on the 1st and 3rd Tuesday of each month, except in the June, July and August, when checks are only processed on the 3rd Tuesday of each month. It is necessary that the approved signed vouchers be accompanied by an invoice and be submitted 7 days in advance of these dates.

NO MINIMUM PAYMENT IS IMPLIED OR GUARANTEED.

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 Township of Shrewsbury 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 Howell 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.

1B.13 PROFESSIONAL DISCLOSURE

The professional services entity shall disclose any ownership in any firm for a product or service

1B.14 CANCELLATION OF CONTRACT/AGREEMENT

Township of Shrewsbury reserves the right to cancel any contract entered into upon thirty (30) days advance written notice.

1B.15 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”.

1B.16 ADMINISTRATION OF PUBLIC RECORDS

Records received, retained, retrieved, or transmitted under the terms of this contract may constitute public records of the Townships of Shrewsbury as defined by **N.J.S.A**. **47.3-16**, and are legal property of the Township of Shrewsbury. The vendor(s) named in this contract must agree to administer and dispose of such records in compliance with the State's public records laws and associated administrative rules.

The Secretary of State and the Commissioner of Community Affairs recognize that earlier privatization contracts may need to be revisited for consistency with these guidelines. Those contracts shall be reviewed by the originating local governmental unit and DARM to determine if a public records provision should be incorporated and/or modified. Where appropriate, the local governmental units shall attempt to negotiate with the vendor a revision to the contract to ensure proper and uninterrupted maintenance of crucial public records.
For assistance with interpreting and applying the State's laws, standards, rules and regulations for public records administration, contract vendors of privatized services are referred to the Division of Archives and Records Management, Department of State, which offers guidance with records and information management, systems life cycle analysis and program development, imaging, storage, and archival services.
Contact:
Director Division of Archives and Records Management
2300 Stuyvesant Avenue CN 307
Trenton, New Jersey 08625-0307
609-530-3200

1B.17 DISCLOSURE OF CONTRIBUTIONS TO NJ ELECTION LAW ENFORCEMENT COMMISSION (ELEC)

Starting in January 2007, all business entities are advised of their responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27 if they receive contracts in excess of $50,000 from public entities in a calendar year. Business entities are responsible for determining if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

EXHIBIT A
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

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

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

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

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

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

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

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. l7:27-5.2.

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

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

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

TOWNSHIP OF SHREWSBURY

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

The CONTRACTOR and the TOWNSHIP OF SHREWSBURY (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 seg.), 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 SHREWSBURY

STANDARDIZED SUBMISSION REQUIREMENTS & SELECTION CRITERIA
(FAIR & OPEN PUBLIC SOLICITATION PROCESS FOR PROFESSIONAL SERVICES)

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

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 (clearly mark the original copy) and one (1) copy** of their sealed submission, on the date of the public opening and reading.

TOWNSHIP OF SHREWSBURY

CHECKLIST

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

1. Non-Collusion Affidavit …… ____**X**____

2. Disclosure of Ownership Form …… ____**X**____

3. Insurance Requirement Acknowledgement Form …… ____**X**____

4. Mandatory Equal Employment Opportunity Notice Acknowledgement……____**X**____

5. Copy of your ***Business Registration Certificate*** as issued by the State of New Jersey, Department of Treasury, Division of Revenue (Strongly suggested that this be submitted with submission) ..... ____**X**____

6. Professional Service Entity Information Form …….…….. ____**X**____

7. Submission Form ……..... ….……..... ____**X**____

8. Acknowledgement of Corrections, Additions or Deletions Form …….. ____**X**____

9. Acknowledgement of Receipt of Addenda ..... ____**X**____

10. Vendor Documentation Retention…….____**X**____

11. Disclosure of Investment Activities in Iran……____**X**____

Reminder

Please submit one (1) original, one (1) copy of your proposal and all required documents, labeled ON THE SEALED ENVELOPE with your name & the title of submission.

TOWNSHIP OF SHREWSBURY

NON-COLLUSION AFFIDAVIT

State of New Jersey

County of _____ ss:

I, _____ residing in _____ (Name of affiant)
(Name of municipality)

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

I am _____ of the firm of _____
(Title or position) (Name of firm)

_____, the bidder making this Proposal for the RFP entitled _____,
(Title RFP)

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

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by _____.
(Name of Business Entity)

Subscribed and sworn to
before me this day _____
Signature

_____, 20_____ _____ (Type or print name under signature)

_____
Notary public of
My Commission expires _____
(Seal

TOWNSHIP OF SHREWSBURY

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 SHREWSBURY

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:

A. **Commercial General Liability (CGL)**

1. CGL with limits of insurance of not less than $1,000,000 Each Occurrence, $2,000,000 Products - Completed Operations Aggregate, $1,000,000 Personal & Advertising Injury, and $2,000,000 General Annual Aggregate.

2. CGL coverage shall be written on a current version of ISO Occurrence Commercial General Liability Coverage form CG 00 01 or a form providing equivalent coverage and shall cover liability arising from premises, ongoing operations, independent contractors, products-completed operations, and personal and advertising injury.

3. The Owner and all other parties required by the Owner, shall be named as additional insureds on the CGL coverage part using Additional Insured - Owners, Lessees or Contractors CG 20 10, Additional Insured - Owners, Lessees or Contractors - Completed Operations CG 20 37, or endorsements providing equivalent coverage to the additional insureds. Coverage for the additional insureds shall be as broad as the coverage provided for the named insured Professional Service Entity. It shall apply as primary and non-contributory insurance before any other insurance or self-insurance, including any deductible, maintained by, or provided to, the additional insured.

4. The Professional Service Entity shall maintain CGL coverage for itself and all additional insureds for the duration of the contract.

B. Automobile Liability

1. Business Auto Liability with limits of at least $ 1,000,000 each accident.

2. Business Auto coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles.

C. Commercial Umbrella

1. Umbrella limits must be at least $ 1,000,000 and must provide coverage over all underlying policies.

2. Umbrella coverage must include as additional insureds all entities that are additional insureds on the CGL.

D. **Workers Compensation and Employers Liability**

1. Coverage A- Statutory

2. Coverage B -Employers Liability Insurance limits of at least $1,000,000 each accident for bodily injury by accident, $1,000,000 each employee for injury by disease and $1,000,000 for total policy bodily injury by disease.

3. Where applicable, U.S. Longshore and Harborworkers Compensation Act Endorsement shall be attached to the policy.

4. Where applicable, the Maritime Coverage Endorsement shall be attached to the policy.

E. 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.

F. Waiver of Subrogation (Waiver of Transfer of Rights of Recovery Against Others to Us)

Professional Service Entity shall waive all rights against Owner and their agents, officers, directors and employees for recovery of damages to the extent these damages are covered by commercial general liability, commercial umbrella liability, business auto liability or workers compensation and employer's liability insurance maintained per requirements stated above and where permitted by law.

G. Certificates of Insurance

Professional Service Entity shall provide the Owner, prior to commencement of work, valid Certificates of Insurance, and all applicable additional insured endorsements, verifying that the foregoing insurance requirements have been met. Professional Service Entity understands the terms of this Insurance Requirements agreement and acknowledges that it is part of any contract or as a standalone Insurance Requirements Agreement.

Acknowledgement of Insurance Requirement:

_____ _____

(Signature) (Date)

_____

(Printed Name and Title)

TOWNSHIP OF SHREWSBURY

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 Shrewsbury, 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 Shrewsbury 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 Shrewsbury 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 Shrewsbury, 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.

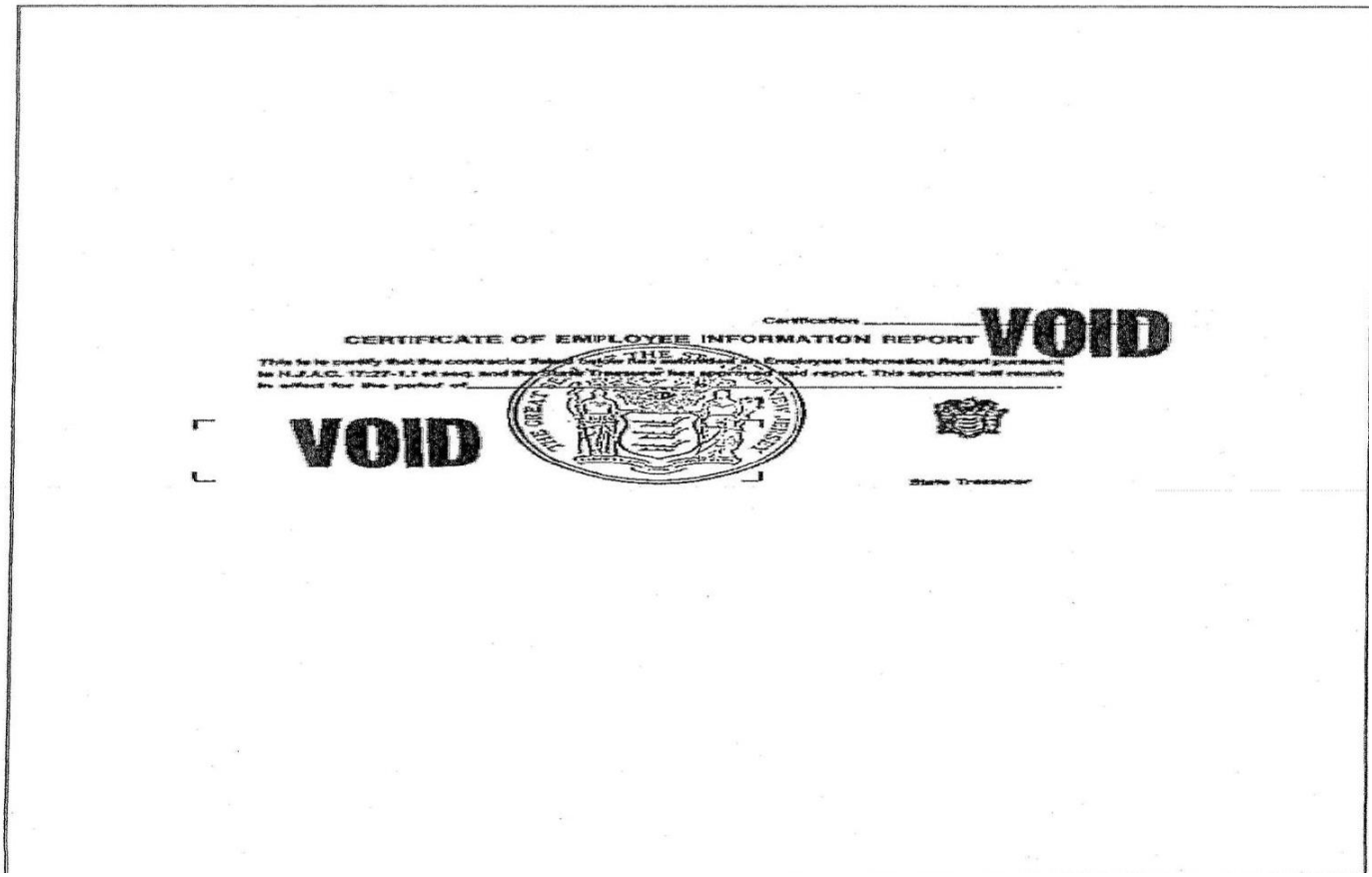
COMPANY: _____

SIGNATURE: _____ PRINT NAME: _____

TITLE: _____ DATE: _____

SAMPLE CERTIFICATE OF EMPLOYEE INFORMATION REPORT

SAMPLE CERTIFICATE OF EMPLOYEE INFORMATION REPORT



BUSINESS REGISTRATION CERTIFICATE

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, all business organizations that do business with a local contracting agency (i.e. Township of Howell) 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.

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;

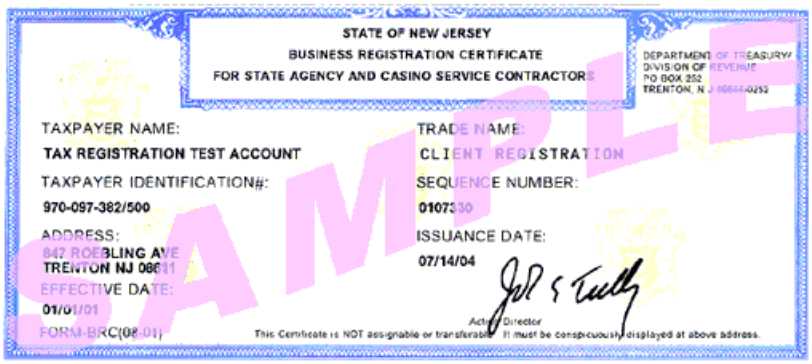
2) Prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors or attest that none were used;

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.

The Township of Shrewsbury strongly suggests that a copy of the Business Registration Certificate issued by the NJ Department of Treasury, Division of Revenue, be provided at the time submissions are received.

SAMPLE BUSINESS REGISTRATION CERTIFICATE



STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE
FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS

DEPARTMENT OF TREASURY
DIVISION OF REVENUE
PO BOX 252
TRENTON, NJ 08646-0252

TAXPAYER NAME:
TAX REGISTRATION TEST ACCOUNT

TRADE NAME:
CLIENT REGISTRATION

TAXPAYER IDENTIFICATION#:
970-097-382/500

SEQUENCE NUMBER:
0107330

ADDRESS:
847 ROEBLING AVE
TRENTON NJ 08611

ISSUANCE DATE:
07/14/04

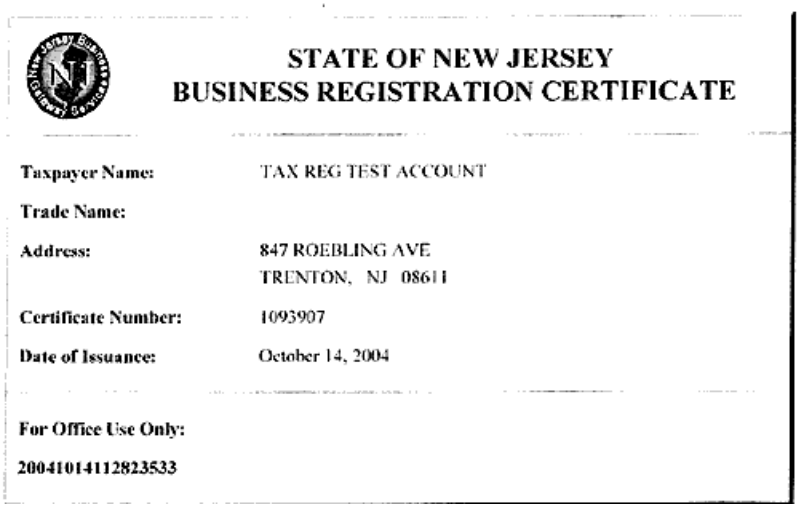
EFFECTIVE DATE:
01/01/01

Acting Director

FORM-BRC(08-01)

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

SAMPLE



STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: TAX REG TEST ACCOUNT

Trade Name:

Address: 847 ROEBLING AVE
TRENTON, NJ 08611

Certificate Number: 1093907

Date of Issuance: October 14, 2004

For Office Use Only:

20041014112823533

TOWNSHIP OF SHREWSBURY

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 Nos.:_____

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 Corporation: _____

Signature: By: _____

Title: Address: _____

TOWNSHIP OF SHREWSBURY

SUBMISSION FORM

(Additional sheets may be used but please use item number)

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, include the hourly rates (rate schedule) of each of the individuals who will perform services and all expenses for the year 2018:

Firm: _____ Date: _____

Authorized Representative (Print): _____

Signature: _____ Title: _____

Telephone #: _____ Fax #: _____

Email: _____

TOWNSHIP OF SHREWSBURY

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)

TOWNSHIP OF SHREWSBURY

ACKNOWLEDGEMENT OF ADDENDA POSTED ON WEBSITE

www.townshipofshrewsbury.com

The undersigned respondent hereby acknowledges that they are aware of the following Addenda which have been posted on the Township of Shrewsbury's website:

Addendum Number:	**Dated:**
_____	_____
_____	_____
_____	_____
_____	_____

Signed: _____

Title: _____

Printed Name: _____

Date: _____

Company: _____

Signature required ONLY in the case of any addenda actually being issued for this RFP

VENDOR DOCUMENTATION RETENSION

N.J.A.C. 17:44-2.2

THE VENDOR SHALL MAINTAIN ALL DOCUMENTATION RELATED TO PRODUCTS, TRANSACTION OR SERVICES UNDER THIS CONTRACT FOR A PERIOD OF FIVE YEARS FROM THE DATE OF FINAL PAYMENT. SUCH RECORDS SHALL BE MADE AVAILABLE TO THE NEW JERSEY OFFICE OF THE STATE COMPTROLLER UPON REQUEST.

Signature: _____

Print Name: _____

Title: _____

Date: _____

TOWNSHIP OF SHREWSBURY

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Contract Number: _____ Bidder/Proposer: _____

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, or one of the person or entity's parents, subsidiaries, or affiliates, is not identified on a list created and maintained by the New Jersey Department of the Treasury as a person or entity engaging in investment activities in Iran. If the Township of Shrewsbury finds a person or entity to be in violation of the principles which are the subject of this 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 person or entity.

I certify, pursuant to Public Law 2012, c. 25, that the person or entity listed above for which I am authorized to submit a bid/proposal:

□ **is** not providing goods or services of $20,000,000 or more in the energy sector of Iran, including a person or entity that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran,

AND

□ **is** not a financial institution that extends $20,000,000 or more in credit to another person or entity, for 45 days or more, if that person or entity will use the credit to provide goods or services in the energy sector in Iran.

In the event that a person or entity is unable to make the above certification because it or one of its parents, subsidiaries, or affiliates has engaged in the above-referenced activities, a detailed, accurate and precise description of the activities must be **provided in part 2 below to the Township of Shrewsbury under penalty of perjury. Failure to provide such will result in the bid/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 proposer,** or **one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.**

Name: _____ Relationship to Proposer: _____

Description of Activities: _____

Duration of Engagement: _____ Anticipated Cessation Date:_____

Proposer 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 State of New Jersey and the Township of Shrewsbury are 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 and the Township of Howell to notify the State and the Township of Shrewsbury 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 State of New Jersey and the Township of Shrewsbury and that the State and the Township of Shrewsbury at its option

may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): _____ Signature: _____
Title: _____ Date: _____

SEALED SUBMISSION LABEL FOR PROPOSAL

PLEASE CUT OUT THE LABEL BELOW AND TAPE TO FRONT OF SEALED SUBMISSION

************DO NOT OPEN***************

IMPORTANT-SEALED SUBMISSION ENCLOSED

NAME, COMPANY & ADDRESS:

_____

_____

_____

_____

TO:
TOWNSHIP CLERK
TOWNSHIP OF SHREWSBURY
1979 Crawford Street
Shrewsbury Township, NJ 07724

2018 – CONSULTING ENGINEER
RECEIPT OF SEALED RFP – (DATE)
AT Township of Shrewsbury, Municipal Building