

Township of Hamilton

Division of Planning & Zoning

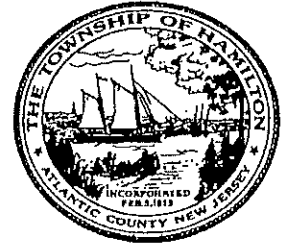
6101 Thirteenth Street

Mays Landing, New Jersey 08330

(609) 625-0368

zoning.office@hamiltonATLNJ.gov

www.hamiltonATLNJ.gov



*New Jersey's Largest
Municipality*

NOTICE OF SOLICITATION FOR PROPOSALS FOR PLANNING BOARD PROFESSIONALS FOR THE YEAR 2025

NOTICE IS HEREBY GIVEN THAT THE Township of Hamilton, County of Atlantic, State of New Jersey, Planning Board seek to engage firms to fill the following positions January 1, 2025 through December 31, 2025. The contracts will be awarded through a fair and open process pursuant to the provisions of N.J.S.A 19:44A-20.4 (New Jersey Pay to Play Law). If awarded a contract, Vendors shall be required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq.

Planning Board

Alternate Solicitor

Engineer

Alternate Engineer

Planner

Alternate Planner

Alternate Traffic Engineer

Historic Architect

Copies of the specifications may be obtained from the Office of Planning and Zoning, 6101 13th Street, Mays Landing, New Jersey, 08330 (609-625-0368) or may be downloaded from the Township website www.HamiltonATLNJ.gov.

Proposals must be received by the Land Use Administrator no later than 12:00 P.M. prevailing time on Tuesday January 14, 2025 at 6101 Thirteenth Street, Mays Landing, New Jersey 08330 and will be publicly opened in Conference Room A at 2:30 P.M on January 14, 2025

Deborah Ohnemuller

Land Use Administrator

**REQUEST FOR PROPOSALS (RFP) FOR PLANNING BOARD AND
ZONING BOARD OF ADJUSTMENT PROFESSIONALS**

I. PURPOSE AND INTENT

Through this Request for Proposal (RFP), the Township of Hamilton Planning Board (hereinafter the "Board") seek to engage vendors as professional consultants for the **2025** Township year commencing January 1, 2025, or upon appointment, whichever is later. This contract will be awarded through a fair and open process pursuant to NJSA 19:44A-20.4 et seq.

II. PROPOSAL SUBMISSION

- A. Submissions **MUST** include (if applying for multiple positions on the same board, indicate this on the envelope).
 - a. One (1) original, paper/hard copy, clearly marked as the "Original", and
 - b. Four (4) full, complete and exact paper/hard copies, clearly marked as "Copy"
 - c. One (1) Electronic Copy (flash drive)
- B. Submissions MUST be in the format specified in Paragraph A above; Faxed nor Emailed proposals will not be accepted.
- C. Please **DO NOT** submit your proposal in a three-ring binder

Land Use Administrator
Township of Hamilton
6101 Thirteenth Street
Mays Landing, New Jersey 08330

The proposal must be received no later than 12:00 PM on Tuesday, January 14, 2025.

Proposals will be publicly opened on Tuesday, January 14, 2025, at 2:30 p.m.
in Conference Room A of Town Hall, 6101 Thirteenth Street, Mays Landing, NJ, 08330

Faxed proposals will NOT be accepted.

Any inquiry concerning this RFP should be directed in writing to:

Deborah Ohnemuller
Land Use Administrator
Township of Hamilton
6101 Thirteenth St
Mays Landing, NJ 08330

All documents/information submitted in response to this solicitation shall be available to the general public as required by the New Jersey Open Public Records Act N.J.S.A. 47:1A-1 et seq. The Boards will not be responsible for any costs associated with the oral or written and/or presentation of the proposals. The Boards reserve the right to reject any and all proposals, with or without cause, and waive any irregularities or informalities in the proposals. The Boards further reserves the right to make such investigations as it deems necessary as to the qualifications of any and all vendors submitting proposals. In the event that all proposals are rejected, the Boards reserve the right to re-solicit proposals.

III. GENERAL INFORMATION ON THE TOWNSHIP OF HAMILTON

The Township of Hamilton operates under the Township Form of Government pursuant to N.J.S.A. 40A:63-1. The Township is approximately 113 square miles, has a population of 27,000, an annual operating budget of approximately \$287 million, and approximately 149 employees.

All the following are contained within the Township's 113 square miles:

- Pinelands Regional Growth Area (RGA)
- Pinelands Protection Areas
- CAFRA (Coastal Area Facility Review Act)
- Great Egg Harbor National Wild & Scenic River Area
- Business Park
- Dense Residential Development
- Suburban Communities
- Large areas of Woodlands
- Rural Residential Development
- Lake/Dam/Beach
- Large areas of freshwater wetlands
- Historic District
- Parks and Recreation Areas

IV. MINIMUM QUALIFICATIONS

Minimum Qualifications differ for each professional specialty; please see Exhibit A for specifics. However, **all applicants shall provide** the following items contained in Sections V and VI.

V. MANDATORY CONTENTS OF PROPOSAL

Definitions

While an applicant does not have to match each item exactly, the following is what is generally meant when used in this RFP.

- o Scope: magnitude of the project, and value of the contract
- o Size: when used in this context refers to such things as: budget, miles of roads, number of employees, acres of recreation areas, size of municipal bonds, population, number of homes.
- o Similar: refers to such things as towns that are partially or wholly in the Pinelands, have areas of dense suburban development, have areas of non-dense woodlands, have large recreation complexes, contain streams and lakes, contain federally regulated wetlands and have large commercial areas.

In addition to demonstrating an ability to meet all minimum qualifications in Exhibit A, the firm must also include and address the following:

1) Contact Information: Provide the name and address of the firm; the name, telephone number, fax number, and e-mail address of the individual responsible for the preparation of the proposal.

2) A fee proposal for the 2025 Township year. **A proposal showing minimum and maximum ranges is not acceptable.**

3) An executive summary of not more than two pages, identifying and substantiating why the vendor is qualified to provide the requested services.

4) A staffing plan listing those persons who will be assigned to the engagement if the vendor is selected, including the designation of the person who would be the vendor's officer responsible for all services required under the engagement. This portion of the proposal **shall** include the relevant resume information for the individual(s) who will be assigned. This information should include, at a minimum, a description of the person's relevant professional experience, years and type of experience, and number of years with the vendor.

5) A description of the vendor's experience in performing services of the type described in this RFP. Specifically identify client size and specific examples of work within the scope of services required under this RFP in similarly sized municipalities. **It is imperative to show experience in similarly sized towns.**

6) The location of the office, if other than the vendor's main office, at which the vendor proposes to perform services required under this RFP. Describe your presence in New Jersey and any familiarity your firm has with the Atlantic County area.

7) Five references for which similar services have been provided for. Experience with similarly sized municipalities is a plus. Provide the contact names, titles and phone numbers. **Each reference must provide a short statement regarding expertise and performance.**

8) If the vendor or any principal therein has been subject to any professional disciplinary action over the last three years, the bidder must provide a description of the litigation and/or disciplinary action.

9) In its proposal, the vendor must identify any existing or potential conflicts of interest, and disclose any representation of parties or other relationships that might be considered a conflict of interest with regard to this engagement, or the Township. Vendors are advised that if the Board selects their proposal to serve as a Board Professional or Alternate Professional, they **will not** be permitted to represent any clients before **either** the Township of Hamilton's Planning Board or the Zoning Board of Adjustment.

10) The Vendor must submit the information/documentation required in Section VI (ADMINISTRATIVE REQUIREMENTS AND INFORMATION).

A. In addition to demonstrating an ability to meet all minimum qualification the firm must also include and address the following:

1.) **Submission Checklist (Exhibit A):** Vendors shall use this Checklist to confirm that all requested information is included and must submit a copy of the completed Checklist with their proposal.

VI. ADMINISTRATIVE REQUIREMENTS AND INFORMATION

1) **Business Registration** – N.J.S.A. 52:31-44 requires that each Vendor awarded a contract submit proof of business registration with the submission. Proof of registration shall be a copy of the bidder's Business Registration Certificate (BRC). A BRC is obtained from the New Jersey Division of Revenue. Information on obtaining a BRC is available on the internet at www.nj.gov/njbgs or by phone at (609) 292-1730.

2) **Affirmative Action Requirements (Exhibit C):** - No firm may be issued a contract unless it complies with the Affirmative Action regulations of N.J.S.A. 10:5-31 et seq. (P.L. 1975, c. 127).

- a) Procurement, Professional and Service Contracts – All successful vendors must submit, within seven (7) days after the receipt of the notice of intent to award the contract or the receipt of the contract of the following:
 - i. A photocopy of a valid letter for an approved Federal Affirmative Action Plan (good for one year from the date of the letter), OR
 - ii. A photocopy of an approved Certificate of Employee Information report, OR
 - iii. If a vendor has none of the above, the public agency is required to provide the vendor with an initial Affirmative Action Employee Information Report (AA-302).

- 3) **Stockholder Disclosure** – Chapter 33 of the Public Law of 1977 provides that no corporation or partnership shall be awarded any contract for the performance of any work or the furnishing of any materials or supplies, unless, prior to the receipt of the bid or accompanying the bid for said corporation or partnership, there is a submitted statement setting forth the names and addresses of all stockholders in the corporation or partnership who own ten percent (10%) or greater interest therein. Form of Statement shall be completed and attached to the bid proposal (Exhibit D).

- 4) **Insurance and Indemnification** –
 - a) The Township requires the following minimum insurance coverage for all Vendors (including Sole Proprietors):
 - i. **WORKER’S COMPENSATION AND EMPLOYER’S LIABILITY INSURANCE** - During the life of this contract the Vendor shall procure and maintain Workers Compensation insurance, including “other states” coverage and employers’ Liability Coverage in accordance with the statutes of the State of New Jersey. Coverage shall include the following: \$1,000,000 Employer’s Liability -Each Accident / \$1,000,000 Employer’s Liability Disease- Each Employee /\$1,000,000 Employer’s Liability Disease Policy Limit. **This requirement applies to ALL Vendors, including sole proprietors.**

 - ii. **COMMERICAL GENERAL LIABILITY INSURANCE** - During the life of this contract the Vendor shall procure and maintain Commercial General Liability Insurance on an “Occurrence Basis” with limits of liability not less than \$1,000,000. per occurrence and \$2,000,000.00 aggregate limit, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse, and Underground (XCU) Exclusions; (F) Per project aggregate.

 - iii. **PROFESSIONAL LIABILITY INSURANCE/ERRORS & OMISSIONS** - During the life of this contract the Vendor shall procure and maintain Professional Liability Insurance/Errors and Omissions in the amount of one million dollars (\$1,000,000) for each wrongful act/ two million dollars (\$2,000,000) aggregate.

 - iv. **UMBRELLA / EXCESS LIABILITY** – During the life of this contract, the Vendor shall maintain Umbrella/Excess Liability Insurance in the amount of \$2,000,000.00.

b) PROOF OF THE REQUIRED INSURANCE – With the proposal submission, the Vendor shall provide the municipality updated Certificates of Insurance and/or policies acceptable to the municipality as listed below:

i. Two (2) copies of Certificate of Insurance for Commercial General Liability, and Motor Vehicle Liability and Professional Liability Insurance/Errors & Omissions naming the Township as an additional insured with the following wording:

“The Township of Hamilton, its elected and appointed officials, its agents, employees and volunteers”

ii. Copy of additional insured endorsement.

iii. Original policy or binder for Owners/Contractors Protective Liability insurance.

All appointed professionals MUST provide the correct certificates of Insurance along with their proposal.

c) The Appointed Professionals shall provide the municipality at the time the contracts are returned for execution proof of Worker’s Compensation and Employer’s Liability Insurance (including Sole Proprietors) and updated Certificates of Insurance and/or policies acceptable to the municipality as listed in 11)b)i.-iii.

All appointed professionals MUST return a signed contract and provide all required documentation and insurance proofs no later than January 31, 2025.

d) CONTINUATION OF COVERAGE - If any of the above coverages expire during the term of this contract, the Vendor shall deliver renewal Certificates and/or policies to the municipality at least ten (10) days prior to the expiration date.

6.) Disclosure of Investment Activities in Iran (Exhibit E): The Vendor must submit a completed form with the proposal. Failure to submit the completed form will render the proposal non-responsive.

VII. INTERVIEW

The Planning Board reserves the right to interview any or all of the applicants submitting a proposal. Although interviews may take place, the proposal should be comprehensive and complete on its face. The Township reserves the right to request clarifying information subsequent to submission of the proposal.

VIII. SELECTION PROCESS

All proposals will be reviewed by the Planning Board and Zoning Board to determine responsiveness. Non-responsive proposals will be rejected without evaluation. For vendors that satisfy IV “Minimum Requirements” and V “Mandatory Contents of Proposal” the Township will evaluate proposals based on the following evaluation criteria, separate or combined in some manner, and not necessarily listed in order of significance:

(a) The vendor’s general approach to providing the services required under this RFQ/RFP.

(b) The vendor’s documented experience in successfully completing contracts of a similar size and scope to the engagement addressed by this RFP

(c) The qualifications and experience of the vendor's management, supervisory or other key personnel assigned to the engagement, with emphasis on documented experience in successfully completing work on contracts of similar size and scope to the services required by this RFP.

(d) The overall ability of the vendor to mobilize, undertake and successfully complete the scope of work in a timely fashion. This criterion will include, but not be limited to, the following factors: the number and qualifications of management, supervisory and other staff proposed by the vendor to perform the services required by this RFP; the availability and commitment to the engagement of the vendor's management, supervisory and other staff proposed.

(e) Costs and fee schedules.

(f) New Jersey Business Registration; Certificate of Employee Information; and Certificate of Insurance.

VIII. SELECTION AND CONTRACT

The Board will select the vendor deemed most advantageous to the Township, fee and other factors considered. The resulting contract will include this RFP, any clarifications or addenda thereto, the selected vendor's proposal, and any changes negotiated by the parties.

EXHIBIT A

Request for Qualifications for Municipal Professionals-Submission Checklist

For your convenience, the following is a checklist of items that all Vendors must include with an RFP in order to fulfill the Township's mandatory requirements. Please see Section V. "Mandatory Contents of Proposal" for specific requirements for each item; and please include a copy of this completed Checklist with your submission.

1. _____ Submission Checklist (Exhibit A)
2. _____ Contact Information
3. _____ Fee Proposal
4. _____ Executive Summary
5. _____ Staffing Plan
6. _____ Description of Vendor's Experience
7. _____ Location of Office (if other than Vendor's main office)
8. _____ Five (5) References
9. _____ Any Professional Disciplinary Action
10. _____ Any Potential Conflicts of Interest
11. _____ Business Registration
12. _____ Affirmative Action Requirements (Exhibit C)
13. _____ Stockholder Disclosure Form (Exhibit D)
14. _____ Disclosure of Investment of Activities in Iran (Exhibit E)
15. _____ Disclosure of Investment of Activities in Belarus and Russia (Exhibit F)

16. _____ Proof of Insurance and Indemnification

Vendor must include Certificates of Insurance and/or policies acceptable to the municipality with proposal.

- a. _____ Commercial General Liability AND Motor Vehicle Liability Certificates of Insurance
- b. _____ Professional Liability Insurance/Errors & Omissions Certificates of Insurance

c. _____ If appointed, Vendor agrees to provide proof of Workers Compensation & Employer's Liability Insurance and updated Certificates of Insurance and/or policies acceptable to the municipality as listed in 11)b) I.-iii. no later than January 31, 2025.

16. _____ Proposal Submission

a. _____ One (1) original, paper/hard copy, clearly marked as the "ORIGINAL"

b. _____ Four (4) full, complete and exact paper/hard copies, clearly marked as "COPY"

b. _____ One (1) full, complete and exact copies in Flash Drive format, clearly marked and labeled.

17. _____ Non-Collusion Affidavit

18. _____ W9

19. _____ Bidders Affidavit

Exhibit B

Request for Proposal & Qualifications for Planning Board Minimum Qualifications

Applicant vendors **must** establish that they meet the following minimum qualifications:

PLANNING BOARD ENGINEER AND/OR ALTERNATES: Must be licensed engineer in the State of New Jersey; must have at least five years experience in representing Land Use Boards in the State of New Jersey; must have the ability to demonstrate experience in Municipal Land Use pertaining to Major and Minor Site Plan applications and to Minor and Major Subdivision applications.

PLANNING BOARD PLANNER AND/OR ALTERNATES: Must be licensed professional planner by the State of New Jersey; must have at least five years experience in serving as a municipal or county planner in the State of New Jersey; must be familiar with New Jersey Land Use Regulations; and must have experience in conducting redevelopment investigations and drafting redevelopment plans.

PLANNING BOARD ALTERNATE SOLICITOR: Must be a licensed attorney in the State of New Jersey; must have at least five years experience in representing Land Use Boards and/or municipalities; and must have experience in preparing decisions and resolutions of approval and denial.

PLANNING BOARD HISTORIC ARCHITECT CONSULTANT: Must be a licensed architect in the State of New Jersey; must have at least five years experience in historic architecture; must have the ability to demonstrate experience in Municipal Land Use pertaining to site plan applications.

PLANNING BOARD ALTERNATE TRAFFIC ENGINEER : Must be a licensed engineer in the State of New Jersey; must have at least five years experience in traffic engineering; must have the ability to demonstrate experience in Municipal Land Use pertaining to site plan and subdivision applications.

EXHIBIT C

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 et seq.

GOODS, GENERAL SERVICES, AND PROFESSIONAL SERVICES CONTRACTS

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

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

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

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

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

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

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

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job related testing, as established by the

statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

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

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

Letter of Federal Affirmative Action Plan Approval;

Certificate of Employee Information Report; or

Employee Information Report Form AA-302 (electronically provided by the Division and distributed to the public agency through the Division's website at http://www.state.nj.us/treasury/contract_compliance)

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

**EXHIBIT D
STOCKHOLDER DISCLOSURE CERTIFICATION**

- I certify that the list below contains the names and home addresses for all stockholders, members, or partners holding 10% or more of the issued and outstanding stock (in the case of a corporation) or holding 10% or greater interest (in the case of a limited liability company, partnership, or sole proprietorship) of the undersigned, *in accordance with N.J.S.A. 52:25-24.2.* (If additional space is needed, information may be provided on an additional sheet which shall be executed and notarized in the manner set forth below.)
- I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned OR no one member, partner, or person holds a 10% or greater interest in the undersigned.

- Partnership Corporation Sole Proprietorship Other _____

PLEASE CHECK APPROPRIATE BOXES ABOVE AND SIGN BELOW.

STOCKHOLDERS:

NAME: _____

NAME: _____

HOME ADDRESS: _____

HOME ADDRESS: _____

NAME: _____

NAME: _____

HOME ADDRESS: _____

HOME ADDRESS: _____

NAME: _____

NAME: _____

HOME ADDRESS: _____

HOME ADDRESS: _____

THIS STATEMENT MUST BE INCLUDED WITH BID SUBMISSION.

(AFFIANT)

Subscribed and sworn before me
This _____ day of _____, 20__.

(Print name & Title of Affiant)

(Notary Public)
My Commission Expires:

(Corporate Seal)

EXHIBIT E

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN (PAGE 1 OF 2)

PART 1: CERTIFICATION

BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.

FAILURE TO CHECK ONE OF THE 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 neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the State of New Jersey, Department of Treasury, Division of Purchase and Property website at <http://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 bid proposal non-responsive.** If the Township of Hamilton (the "Township") determines that a person or entity has submitted a false certification concerning its engagement in investment activities in Iran pursuant to section 4 of P.L. 2012, c.25 (C.52:32-58), the local contracting unit shall report to the New Jersey Attorney General the name of that person or entity, and the Attorney General shall determine whether to bring a civil action against the person to collect the penalty prescribed in paragraph (1) of subsection a. of section 5 of P.L. 2012, c.25 (C.52:32-59). The Township may also 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 N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012 c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and I 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 nonresponsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN (PAGE 2 OF 2)

PART 2: PLEASE PROVIDE FURTHER INFORMATION 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.

PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, ATTACH ADDITIONAL PAGES.

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 is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the Township to notify the Township in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the Township and that the Township at its option may declare any contract(s) resulting from this certification void and unenforceable.

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.

Bidder: _____

Signature: _____

Print Name: _____

Title: _____

Date: _____

EXHIBIT F



**CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED
ACTIVITIES IN RUSSIA OR BELARUS**

Pursuant to N.J.S.A. 52:32-60.1, et seq. (L. 2022, c. 3) any person or entity (hereinafter "Vendor"¹) that seeks to enter into or renew a contract with a State agency for the provision of goods or services, or the purchase of bonds or other obligations, must complete the certification below indicating whether or not the Vendor is identified on the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, available here: <https://sanctionssearch.ofac.treas.gov/>. If the Department of the Treasury finds that a Vendor has made a certification in violation of the law, it shall take any 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.

I, the undersigned, certify that I have read the definition of "Vendor" below, and have reviewed the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, and having done so certify:

(Check the Appropriate Box)

A. That the Vendor is not identified on the OFAC Specially Designated Nationals and Blocked Persons list on account of activity relate Russia and/or Belarus.

OR

B. That I am unable to certify as to "A" above, because the Vendor is identified on the OFAC Specially Designated Nationals and Block Persons list on account of activity related to Russia and/or Belarus.

OR

C. That I am unable to certify as to "A" above, because the Vendor is identified on the OFAC Specially Designated Nationals and Block Persons list. However, the Vendor is engaged in activity related to Russia and/or Belarus consistent with federal law, regulation, license or exemption. A detailed description of how the Vendor's activity related to Russia and/or Belarus is consistent with federal law is forth below.

(Attach Additional Sheets If Necessary.)

Signature of Vendor's Authorized Representative

Date

Print Name and Title of Vendor's Authorized Representative

Vendor's FEIN

Vendor's Name

Vendor's Phone Number

Vendor's Address (Street Address)

Vendor's Fax Number

Vendor's Address (City/State/Zip Code)

Vendor's Email Address

¹ Vendor means: (1) A natural person, corporation, company, limited partnership, limited liability partnership, limited liability company, business association, sole proprietorship, joint venture, partnership, society, trust, or any other nongovernmental entity, organization, or group; (2) Any governmental entity or instrumentality of a government, including a multilateral development institution, as defined in Section 1701(c)(3) of the International Financial Institutions Act, 22 U.S.C. 262r(c)(3); or (3) Any parent, successor, subunit, direct or indirect subsidiary, or any entity under common ownership or control with, any entity described in paragraph (1) or (2).

Indemnification

Contractor/Vendor shall defend, indemnify, save harmless the Municipality, its elected and appointed officials, its employees, agents, volunteers and others working on behalf of the Municipality, from and against any and all liability, suits, damages, costs (including attorney's fees), losses, outlays, and expenses from claims in any manner caused by or allegedly caused by, or arising out of, or connected with, this Contract, or the work of any subcontract thereunder (the Contractor/Vendor hereby assuming full responsibility for relations with subcontractors), including but not limited to claims for personal injuries, death, property damage, and/or for damages from the award of this Contract to the Contractor/Vendor, notwithstanding any possible negligence, whether sole or concurrent, on the part of the Municipality, its officials or agents.

Contractor/Vendor shall indemnify and hold the Municipality harmless from all wages or overtime compensation due any employees in rendering services pursuant to this agreement or any subcontract, including payment of reasonable attorney's fees and costs in the defense of any claim made under the Fair Labor Standards Act, the New Jersey Prevailing Wage Law or any other federal or state law. Nothing herein shall preclude the Municipality from requiring additional documentation as needed to ensure that the appropriate wage rates are being paid in order to ensure compliance with all state and federal rules, regulations and statutes.

The indemnification obligations of the Contractor/Vendor hereunder shall not be limited by any limitations as to the amount or type of damages, compensation or benefits payable by or for the Contractor/Vendor, under any federal or state law, to any person asserting the claim against the Municipality, its elected or appointed officials, agents and employees, for which indemnification is sought.

The indemnification obligations herein shall not negate, abridge or reduce in any way any additional indemnification rights of the Municipality, its elected or appointed officials, agents and employees, which are otherwise available under statute, or in law or equity.

Contractor/Vendor affirms that it has had the opportunity to recover the costs of liability insurance required in this agreement in its contract price. Contractor/Vendor's obligation under this agreement to defend, indemnify and hold harmless any person from that person's own negligence or wrongdoing is limited to the coverage and limits of the applicable insurance required of the Contractor/Vendor under this agreement.

The Contractor/Vendor shall indemnify and hold the Municipality harmless for any penalties, fines, fees or costs, including costs of defense, which are charged or assessed by any Federal, State or local agency including, but not limited to, the Environmental Protection Agency or Department of Natural Resources and the New Jersey Department of Environmental Protection.

The Contractor/Vendor shall hold and save the Municipality, its elected or appointed officials, agents, servants and employees harmless for liability of any nature or kind, including costs and expenses for, or on account of any patented or unpatented invention, process, article, or appliance manufactures or used in the performance of the Contract including its use by the Municipality, unless otherwise specifically stipulated in the Contract document.

If the Contractor/Vendor uses any design device, materials covered by letters, patent or copyright, any proprietary computer hardware, software/software applications or telecommunications systems or equipment, the Contractor/Vendor shall provide for such use by suitable agreement with the owner of such patented or copy-righted design device or material or any proprietary computer hardware, software/software applications or telecommunications systems or equipment. It is mutually agreed and understood that without exception, the contract prices shall include all royalties or costs arising from the use of such design, device, applications or materials, in any way involved in the work.

The Contractor/Vendor and/or his Sureties shall indemnify and save harmless the Municipality/Owner of the project from any and all claims for infringement by reason of the use of such patented or copy-righted design, device or materials, any proprietary computer hardware, software/software applications or telecommunications systems or equipment and any trademark or copyright in connection with work agreed to be performed under this Contract, and shall indemnify the Municipality/Owner for any cost, expense, or damage which it may be obligated to pay by reason of such infringement at any time during the performance of the work or after completion of the work.

Insurance

Insurance Requirements. Without limiting any of the other obligations or liabilities of the Contractor/Vendor, the Contractor/Vendor shall secure and maintain, at its own cost and expense, throughout the duration of this Contract and until the work is completed and accepted by the Municipality, insurance of such types and in such amounts as may be necessary to protect it and the interests of the Municipality against all hazards or risks of loss as hereunder specified or which may arise out of the performance of the Contract Documents. The form and limits of such insurance, together with the underwriter thereto in each case, are subject to approval by the Municipality. Regardless of such approval, it shall be the responsibility of the Contractor/Vendor to maintain adequate insurance coverage at all times during the term of the Contract. Failure of the Contractor/Vendor to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability in general or under the Contract Documents.

Contractor/Vendor shall be required to name the Municipality as an "Additional Insured" in the Contractor/Vendor's policy of commercial general liability insurance through an Endorsement to the policy, and simultaneously with the delivery of the executed Contract Documents, Contractor/Vendor shall provide the Municipality with a Certificate of Insurance and Endorsement indicating that the insurance coverage as described in the attached schedule, and as is appropriate for the work being performed and furnished, has been obtained and that the Municipality has been designated as an "Additional Insured" where required. On or before the renewal date of said policy, Contractor/Vendor shall be required to provide the Municipality with a Certificate of Insurance and Endorsement indicating the continuation of insurance coverage and designating the Municipality as an "Additional Insured".

The Schedule of Insurance and the Limits of Liability for the insurance shall provide coverage for not less than the following amounts (or greater) where required by law:

Schedule of Insurance

Notwithstanding the indemnification and defense obligations of the Contractor/Vendor, the "Contractor/Vendor" shall provide at its own cost and expense proof of the following insurance to the Municipality:

- A. Workers' Compensation – Statutory coverage and limits in compliance with the Workers' Compensation Law of the State of New Jersey (any and all sole proprietors shall provide coverage for the sole proprietor);
- B. Commercial General Liability Insurance, including coverage for Premises, Operations, Products and Completed Operations, Contractual Liability, Broad Form Property Damage, Independent Contractor/Vendors, Explosion, Collapse, and Underground Property Damage and endorsed for blasting if blasting required. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least One Million (\$1,000,000.00) Dollars (Two Million [\$2,000,000.00] Dollars for Aggregate plus One Million (\$1,000,000.00) Dollars in Excess/Umbrella Coverage) for all claims arising out of a single accident or occurrence and at least One Million (\$1,000,000.00) Dollars with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least Five Hundred Thousand (\$500,000.00) Dollars for all claims to property arising out of a single occurrence and at least Five Hundred Thousand (\$500,000.00) Dollars to any one owner with respect to damages to property. Contractor/Vendor agrees that the proceeds of such insurance policy shall first be used to pay an award, damages, costs, and/or attorney's fees incurred by or assessed against the Municipality, its employees, officers and agents, before payment or any award, damages, costs, or attorney's fees of Contractor/Vendor, its employees, officers or agents. Contractor/Vendor agrees to cause its insurer to name the Municipality as an "Additional Insured" on such insurance policy, through an Endorsement to the policy, and also including the Municipality as an "Additional Insured" for coverage under its products- completed operations hazard, and said policy shall be primary and noncontributory and shall contain a waiver of subrogation clause.
- C. Automobile Liability Insurance Coverage covering bodily injury and property damage for owned, non-owned, and hired vehicles, with limits of at least One Million (\$1,000,000.00) Dollars for all claims arising out of a single accident or occurrence and at least Two Million (\$2,000,000.00) dollars with respect to injuries and/or death of any one person in a single accident plus One Million (\$1,000,000.00) Dollars in Excess/Umbrella Coverage. Contractor/Vendor agrees to cause its insurer to name the Municipality as an "Additional Insured" on such insurance policy, through an Endorsement to the policy, including the Municipality as an "Additional Insured" for coverage.
- D. Owner's and Contractor/Vendor's Protective Liability. Insurance to protect the Municipality, its agents, servants and employees from claims which may arise from the performance of this Contract, with limits of at least One Million (\$1,000,000.0) Dollars for all claims arising out of a single accident or occurrence and at least Three Million (\$3,000,000.00) dollars with respect to injuries and/or death of any one person in a single accident.

The Owner's and Contractor/Vendor's Protective Liability Insurance must:

- (1) Be a separate policy with the named insured being: The Municipality and
 - (2) Contain an endorsement that disclaims coverage for any claim barred by the doctrines of sovereign immunity or official immunity, except attorney's fees and other litigation costs incurred in defending a claim. Nothing contained in this policy (or this endorsement thereto) shall constitute a waiver of whatever kind of these defenses or sovereign immunity or official immunity for any monetary amount whatsoever.
- E. Errors and Omissions/Professional Liability – A minimum limit of liability of one million (\$1,000,000.00) dollars per incident and in the annual aggregate;
- F. Builders Risk Insurance – Contractor/Vendor shall provide a Builder's Risk Policy to be payable to the Municipality in an amount equal to the replacement cost of the building. Such insurance shall be provided on an All Risk basis and include coverage, without limitation, for windstorm, storm surge, flood and earth movement. Unless waived by the Municipality by Resolution, it shall include coverage for ordinance and law, demolition and increased costs of construction, debris removal, pollutant clean up and removal, and expediting costs. Such insurance shall cover, without limitation, (a) all buildings and/or structures involved in the work, as well as temporary structures at the Site, and (b) any property that is intended to become a permanent part of such building or structure, whether such property is on Site, in transit or in temporary storage. The policies shall name the Contractor/Vendor as the named insured and list the Municipality as both an additional insured, through an Endorsement to the policy, and Loss Payee as its interest may appear.
- G. Pollution Risk Insurance – Pollution Liability Insurance covering Contractor/Vendor's or appropriate subcontractor's liability for bodily injury, property damage and environmental damage resulting from sudden accidental and gradual pollution and related cleanup costs incurred by Contractor/Vendor, all arising out of the Goods delivered or Services (including transportation risk) performed under this Contract is required. Combined single limit per occurrence shall not be less than One Million (\$1,000,000.00) Dollars. Annual aggregate limit shall not be less than Three Million (\$3,000,000.00).
- H. Cyber Risk – Contractor/Vendor shall provide Cyber Risk Liability Insurance in the amount of with a minimum combined single limit of liability per occurrence and one million (\$1,000,000) dollars for bodily and personal injury and property damage and two million (\$2,000,000) dollars annual aggregate. However, if the Contractor/Vendor is an IT Contractor/Vendor, the annual aggregate shall be three million (\$3,000,000.00) dollars.
- I. Subcontracts – in case any or all of this work is sublet, the Contractor/Vendor shall require the subcontractor to procure and maintain all insurance required in subparagraphs (a), (b) and (c) hereof and in like amounts. Contractor/Vendor shall require any and all subcontractors with whom it enters in a contract to perform work on this project to protect the Municipality through insurance against applicable hazards or risks and shall, upon request of the Municipality, provide evidence of such insurance.

- J. Notice – the Contractor/Vendor and/or subcontractor shall furnish the Municipality prior to beginning the work, the policy as specified in subparagraphs A. through I., and satisfactory proof of all the insurance required by this Contract, with the provision that policies shall not be canceled, modified or non-renewed without thirty (30) days written notice to the Municipality. Failure by the Contractor/Vendor to supply such written evidence of required insurance and to maintain same for the duration of this Contract shall result in default under the Contract.

The insurance companies for the above coverages must be licensed by the State of New Jersey and acceptable to the "Municipality". The "Contractor/Vendor" shall take no action to cancel or materially change any of the insurance required under this Contract without the Municipality's prior approval. The maintenance of insurance under this section shall not relieve the "Contractor/Vendor" of any liability greater than the limits of the scope of the applicable insurance coverage.

The Certificates of Insurance, including evidence of the required endorsements hereunder or the policies, shall be filed with the Municipality within ten (10) days after the date of the receipt of Notice of Award or Contract to the Contractor/Vendor and prior to the start of work. All insurance policies shall require that the insurance company in question provide thirty (30) days written notice prior to modification or cancellation of such insurance. Such notices shall be emailed and mailed, certified mail, return receipt requested to:

Township of Hamilton-Atlantic County
6101 13th Street
Mays Landing, NJ 08330
609-625-0368
Zoning.office@hamiltonATLNJ.gov

***ABOVE INSURANCE SCHEDULE TO BE PREPARED IN CONSULTATION WITH YOUR RISK MANAGEMENT CONSULTANT AS RECOMMENDED BY THE FUND'S CERTIFICATE OF INSURANCE GUIDELINES.**

Name of Entity
Hold Harmless Agreement

“To the fullest extent permitted by law, (_____) agrees to defend,
Name of Vendor

indemnify, save harmless the Township of Hamilton its elected and appointed officials, officers, consultants, agents, and employees from and against all claims, losses, expenses, and attorney’s fees, damages, or injury included death and. or property loss, expense claims or demands arising out of or caused or alleged to have been caused in any manner by a defect in any equipment or materials supplied under this Contract or by the performance of any work under this Contract, including all suits or actions of every kind or description brought against the Township of Hamilton, either individually or jointly with Vendor for or on account of any damage or injury to any person or persons or party, caused or occasioned or alleged to have caused by, or account of, the performance of any work pursuant to or in connection with this Contract, or through any negligence or alleged negligence in safeguarding the work area, or through any act, omission or fault or alleged act, or mission or fault or alleged act, omission, or fault of the Vendor, its employees, subcontractors or agents or others under the Vendor’s contract.

By: _____
For the Vendor

Date: _____

STATEMENT OF OWNERSHIP DISCLOSURE

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

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

Name of Organization: _____

Organization Address: _____

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

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

Part II

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

OR

- No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Address

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

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

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

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

Stockholder/Partner/Member and Corresponding Entity Listed In Part II	Address

Part IV Certification

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

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

NON-COLLUSION AFFIDAVIT

State of New Jersey
County Of Atlantic

I, _____ residing in _____
(Name of Affiant) (Name of Municipality)

in the County of _____ and the 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 Position) (Name of Firm)

the bidder making this Proposal for the bid proposal entitled, "FOR THE TOWNSHIP OF HAMILTON, COUNTY OF ATLANTIC" 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 for 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 Hamilton 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 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 CONTRACTOR

(Affiant)

Subscribed and sworn before me
This _____ day of _____, 20__.

(Print name & title of affiant)

(Notary Public)

My Commission Expires:

(Corporate Seal)

**VENDOR'S AFFIDAVIT INDICATING THEY ARE NOT DEBARRED, SUSPENDED
AND DISQUALIFIED BY THE STATE OF NEW JERSEY**

**TOWNSHIP OF HAMILTON
COUNTY OF ATLANTIC**

I, _____ of the City of _____
In the County of _____ and the State of _____

Of full age, being duly sworn according to law on my oath depose and say that:

I am _____, an officer of the firm of Proposal for the above named work, and that I execute the said proposal with full authority to do so; that said vendor at the time of this proposal is not included on the State of New Jersey, Department of the Treasury, Division of Property Management & Construction List of Debarred, Suspended and Disqualified bidders and that all statements contained in this said Proposal and in this Affidavit are true and correct, and made with full knowledge that the Township relies upon the truth of the statements contained in said Proposal and in the statements contained in the Affidavit in awarding the contract for said work.

The undersigned further warrants that should the name of the firm making this proposal appears on the State Treasurer's List of Debarred, Suspended and Disqualified Bidders at any time prior to the life of this contract, including the Guarantee Period, that the Township of Hamilton shall be immediately so notified by the signatory of the Eligibility Affidavit.

The undersigned understands that the firm is offering a quote as a Contractor is subject to debarment, suspension and/or disqualification in contracting with the State of New Jersey and the Department of Environmental Protection if the contractor, pursuant to NJAC 7:1-52, commits any of the acts listed therein, and as determined according to applicable law and regulations.

Name of Contractor: _____
(Type or Print)

Signature/Title

Subscribed and Sworn before me this
_____ Day of _____, 20__

Notary Public

My commission expires: _____, 20__

STANDARD BID DOCUMENT

REQUIRED EVIDENCE AFFIRMATIVE ACTION REGULATIONS

P.L. 1975, C. 127 (N.J.A.C. 17:27)

If awarded a contract, all procurement and service contractors will be required to comply with the requirements of N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127), N.J.A.C. 17:27 et seq. After the notification of the award but prior to executing the contract, the contractor must present one of the following to the Township Clerk:

1. A photocopy of a valid letter from the U.S. Department of Labor that the contractor has an existing federally-approved or sanctioned Affirmative Action Plan (good for one year from the date of the letter).
OR
2. A photocopy of an approved Certificate of Employee Information report.
OR
3. An Affirmative Action Employee Information Report (Form AA302).

NO FIRM MAY BE ISSUED A CONTRACT UNLESS IT COMPLIES WITH THE AFFIRMATIVE ACTION REGULATIONS OF N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127) N.J.A.C 17:27 et seq.

The following questions must be answered by all bidders:

1. Do you have a federally approved or sanctioned Affirmative Action Plan? YES ___ NO ___ if yes; please submit a copy of such approval.
2. Do you have a Certificate of Employee Information Report Approval? YES ___ NO ___ if yes; please submit a copy of such certificate.

The undersigned contractor certifies that he/she is aware of the commitment to comply with the requirements of P.L. 1975, C. 127 and agrees to furnish the required documentation pursuant to the law.

COMPANY: _____ SIGNATURE: _____
TITLE: _____ DATE: _____

NOTE: A contractor's bid must be rejected as non-responsive if a contractor fails to comply with requirements of P.L. 1975, C. 127, within the time frame.