TOWNSHIP OF FRANKLIN, COUNTY OF SOMERSET
475 DeMott Lane, Somerset, NJ 08873-6704
MUNICIPAL BUILDING
Somerset, NJ 08873-6704

PURCHASING DEPARTMENT
Cindy Belanger
Purchasing Agent, QPA, RPPO

PHONE: (732) 873-2500 ext. 6239
Email: Cindy.Belanger@Franklinnj.gov

NOTICE OF RFP

The Township of Franklin, County of Somerset is soliciting proposals through a fair and open process in accordance with N.J.S.A. 19:44A-20.4 et seq.

Sealed RFP responses will be received by the Purchasing Agent on or by April 29, 2025, at 11:00 A.M. in the Purchasing Department, Municipal Building, 475 DeMott Lane, Somerset NJ 08873 at which time and place responses will be opened for:

PROFESSIONAL ENGINEERING SERVICES AS-NEEDED
CONTRACT #: MC-FO-0003-25

Specifications and instructions may be obtained at the Purchasing Office or on the Franklin Township website www.franklintwpnj.org. We are storing all responses electronically; therefore submit all pages of the response on a CD or flash drive in addition to the printed copies.

***** RFP Addenda will be issued on the website. Therefore, interested respondents should check the website from now through RFP opening. It is the sole responsibility of the respondent to be knowledgeable of all addenda related to this procurement.

Respondents shall comply with the requirements of P.L. 1975 C127 (N.J.A.C. 17:27et seq.)

Cindy Belanger, QPA, RPPO
Date Posted to Web: April 11, 2025

1. Introduction

These contracts are to furnish and deliver professional Engineering Services on an as needed basis for the Township of Franklin, County of Somerset through a fair and open process in accordance with N.J.S.A. 19:44A-20.4 et seq.

2. Administrative Conditions and Requirements

The following items express the administrative conditions and requirements of this RFP. Together with the other RFP sections, they will apply to the RFP process, the subsequent contract, and project production. Any proposed change, modification, or exception to these conditions and requirements may be the basis for the Township of Franklin, County of Somerset, hereinafter referred to as owner, to determine the proposal as non-responsive to the RFP and will be a factor in the determination of an award of a contract. The contents of the proposal of the successful Respondent, as accepted by the owner, will become part of any contract awarded as a result of this RFP.

2.1 Schedule

Release of RFP	April 11, 2025
Proposal Due Date	April 29, 2025
Evaluation Completed	May 5, 2025
Township Council Action	May 13, 2025
Contract Execution and Project Initiation	May 2025

2.2 Proposal Submission Information

2.2.1. Respondents are asked to follow the same format when assembling their proposal:

The Township has limited storage; therefore we are requesting**, *no* three ring binders** (Stapling is acceptable) and no additional firm advertising. Submit the forms/required information using the following format:

Section 1 of the RFP response should be as follows:

Page 1: Original completed "Proposal Cost Form/Signature Page"
Page 2: Fee Schedule
Page 3: Statement of Ownership Disclosure
Page 4: Non-Collusion Affidavit
Page 5: EEO/Affirmative Action Compliance Notice
Page 6: Certificate of Employee Information Report
Page 7: Business Registration Certificate supply with RFP
Page 8: Acknowledgement of Receipt of Addenda
(All addenda are posted on the Township website)
Page 9: Proof of Licensure
Page 10: References
Page 11: Proposal Checklist
Page 12: Disclosure of Investment Activities in Iran

Page 13: Certification Of Non-Involvement In Prohibited Activities In Russia Or Belarus
Page 14- end: Qualification Statement, proposal and any other requested information

Submission Date and Time:

DATE, April 29, 2025 at 11:00 AM

One (1) Original three **(3)** copies

The Township is storing all responses electronically; therefore, submit **all pages** of the response on a CD or flash drive in addition to the printed copies.

Submission Office:

Office of the Purchasing Agent
Municipal Building
475 DeMott Lane
Somerset, N.J. 08873

Clearly mark the submittal package with the title of this solicitation and the name of the responding firm, addressed to the Purchasing Agent. The original proposal shall be marked to distinguish it from the 3 copies.

Only those responses received prior to or on the submission date will be considered. Responses delivered before the submission date and time specified above may be withdrawn upon written application of the respondent who shall be required to produce evidence showing that the individual is or represents the principal or principals involved in the proposal. After the submission date and time specified above, responses must remain firm for a period of sixty (60) days.

2.3 Using Department

Carl Hauck, P.E., C.M.E., C.P.W.M.
Public Works Manager / Licensed Water Operator / Stormwater Coordinator
Franklin Township

2.4 Township Representative for this Solicitation

Please direct all questions in writing to:

Cindy Belanger, RPPO, QPA
Purchasing Agent
Voice: (732) 873-2500 ext. 6239
Fax: (732) 873-1059
Email: Cindy.Belanger@franklinnj.gov

2.5 Interpretations and Addenda

Respondents are expected to examine the RFP with care and observe all its requirements. All questions about the meaning or intent of this RFP, all interpretations and clarifications considered necessary by the owner's representative in response to such comments and questions will be issued by

Addenda posted to website and mailed or delivered to all parties recorded as having received the RFP package. Only comments and questions responded to by formal written Addenda will be binding. Oral interpretations, statements or clarifications are without legal effect.

2.6 Quantities of Estimate

Wherever the estimated quantities of work to be done are shown in any section of this RFP, including the Proposal Cost Form, they are given for use in comparing proposals. The owner especially reserves the right (except as herein otherwise specifically limited) to increase or diminish the quantities as may be deemed reasonably necessary or desirable by the owner to complete the work detailed by the contract. Such increase or diminution shall in no way violate this contract, nor shall any such increase or diminution give cause for claims or liability for damages.

2.7 Cost Liability and Additional Costs

The owner assumes no responsibility and liability for costs incurred by the Respondents prior to the issuance of an agreement. The liability of the owner shall be limited to the terms and conditions of the contract.

Respondents will assume responsibility for all costs not stated in their proposals. All unit rates either stated in the proposal or used as a basis for its pricing are required to be all-inclusive. Additional charges, unless incurred for additional work performed by request of the owner, are not to be billed and will not be paid.

2.8 Statutory and Other Requirements

2.8.1 Compliance with Laws

Any contract entered into between the contractor and the owner must be in accordance with and subject to compliance by both parties with the New Jersey Local Public Contracts Law. The contractor must agree to comply with the non-discrimination provisions and all other laws and regulations applicable to the performance of services there under. The respondent shall sign and acknowledge such forms and certificates as may be required by this section.

2.8.2 Mandatory EEO/Affirmative Action Compliance

No firm shall be issued a contract unless it complies with the EEO/Affirmative Action requirements of P. L. 1975, C. 127 as identified in the documents attached hereto. The form shall be properly executed.

2.8.3 Additional Laws Against Discrimination

Discrimination on the basis of race, creed, color, national origin, nationality, ancestry, age, sex (including pregnancy), familial status, marital status, domestic partnership or civil union status, affectional or sexual orientation, gender identity or expression, atypical hereditary cellular or blood trait, genetic information, mental or physical disability, or perceived disability in contracting for the delivery of services is prohibited. Respondents are required to read the following laws and agree that the provisions of said laws are made part of, and incorporated into the contract. The contractor is obligated to comply with the laws (and any amendments thereto even if enacted after the date of this contract) and contractor agrees to hold the owner harmless for any claims of discrimination. Such laws include but may not be limited to:

- Americans with Disabilities Act of 1990;

- The Age Discrimination in Employment Act of 1967;
- Title VII of the Civil Rights Act of 1964;
- Genetic Information Nondiscrimination Act;
- New Jersey Equal Pay Act;
- New Jersey Civil Union Act.

2.8.4 Statement of Ownership Disclosure

No corporation or partnership shall be awarded any contract for the performance of any work or the furnishing of any goods, unless, with receipt of the proposal of said corporation or partnership, there is submitted to the Township a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own ten (10) percent or greater interest therein. The Respondent shall complete and submit the form of statement that is included in this RFP.

2.8.5 Non-Collusion Affidavit

The Non-Collusion Affidavit, which is part of this RFP, shall be properly executed and submitted with the RFP response.

2.8.6 N.J. BUSINESS REGISTRATION CERTIFICATE P.L. 2009, C.315

Reforms Business Registration Certificate Filing; permits filing prior to award of contracts if not filed with bid. Effective with bids received and contracts awarded after January 18, 2010, this law removes the requirement of the Local Public Contracts Law (N.J.S.A. 40A:11-23.2) that required a bid to be rejected if the respondent failed to include a BRC with their bid, even though it may have been the lowest responsible bid. The law now allows the BRC to be filed any time prior to award of the contract and the bidder had to obtain the BRC prior to receipt of bids. This permits the BRC to be required with a bid, or submitted subsequently. If a BRC is required in a bid, but not submitted with the bid, it would be an immaterial defect; curable by being filed prior to award of the contract. 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.

2.8.7 "Pay to Play" – Notice of Disclosure Requirement – P.L. 2005, Chapter 271, Section 3 Reporting (N.J.S.A. 19:44A – 20.27)

(1) Any business entity that has received $50,000 or more in contracts from government entities in a calendar year is required to file an annual disclosure report with ELEC. The instructions and form are available on the ELEC website.

(2) Annual Disclosures require submission by March 30th of each year covering contracts and contributions for the prior calendar year.

(3) At a minimum, a list of all business entities that file an annual disclosure report will be listed on ELEC's website at www.elec.state.nj.us.

(4) If you have any questions please contact ELEC at:
1-888-313-ELEC (3532) (toll free in NJ) or 609-292-8700

2.8.8 Assign, Sublet or Transfer Any Rights/Interests

Neither the owner nor the Contractor shall assign, sublet, or transfer any rights or interest in this Agreement without the prior written consent of the other party. Unless specifically stated to the contrary, in writing, prior to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing herein shall be construed to give any rights or benefits to anyone other than the owner and the Contractor.

2.8.9 Insurance and Indemnification

If it becomes necessary for the contractor, either as principal or by agent or employee, to enter upon the premises or property of the owner in order to construct, erect, inspect, make delivery or remove property hereunder, the contractor hereby covenants and agrees to take use, provide and make all proper, necessary and sufficient precautions, safeguards, and protection against the occurrence of happenings of any accident, injuries, damages, or hurt to person or property during the course of the work herein covered and be his/her sole responsibility.

The contractor further covenants and agrees to indemnify and save harmless the owner from the payment of all sums of money or any other consideration(s) by reason of any, or all, such accidents, injuries, damages, or hurt that may happen or occur upon or about such work and all fines, penalties and loss incurred for or by reason of the violation of any owner regulation, ordinance or the laws of the State, or the United States while said work is in progress.

The contractor shall maintain sufficient insurance to protect against all claims under Workers Compensation, General Liability and Automobile and shall be subject to approval for adequacy of protection and certificates of such insurance shall be provided.

A. Insurance Requirements:

Worker's Compensation and Employer's Liability Insurance

This insurance shall be maintained in full force during the life of this contract by the contractor covering all employees engaged in performance of this contract pursuant to N.J.S.A. 34:15-12(a) and N.J.A.C. 12:235-1.6. Minimum Employer's Liability $l,000,000.00.

Commercial General Liability Insurance

This insurance shall be on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than $1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. The Township of Franklin, its officers, officials, employees, and volunteers are to be covered as additional insureds on the commercial general liability policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations

Automobile Liability Insurance

This insurance covering contractor for claims arising from owned, hired and non-owned vehicles with limits of not less than $1,000,000.00 any one person and $1,000,000.00 any one accident for bodily injury and $1,000,000.00 each accident for property damage, shall be maintained in force during the life of this contract by the contractor.

B. Certificates of the Required Insurance

Certificates shall be submitted along with the contract as evidence covering the above insurances in the amounts set forth above. Such coverage shall be with acceptable insurance companies operating on an admitted basis in the State of New Jersey.

Self-insured contractors shall submit an affidavit attesting to their self-insured coverage and shall name the owner as an additional insured.

Franklin Township will not accept Mutual Limitation of Liability terms.

C. Indemnification

Successful respondent shall indemnify and hold harmless the owner from all claims, suits or actions and damages or costs of every name and description to which the owner may be subjected or put by reason of injury to the person or property of another, or the property of the owner, resulting from negligent acts or omissions on the part of the respondent, the respondent's agents, servants or subcontractors in the delivery of goods and services, or in the performance of the work under the contract.

Professional Liability, (Errors & Omissions) Insurance Policy

Insurance appropriates to the Consultant's profession, with limit no less than $1,000,000 per occurrence or claim, $1,000,000 aggregate.

2.8.10 HIPAA (If Applicable)

Both parties agree to comply with all requirements of the Federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA") as maybe amended from time to time, and the corresponding HIPAA regulations for the confidentiality and security of medical information.

The Contractor shall:

- Not use or disclose protected health information other than as permitted or required by law
- Use appropriate safeguards to protect the confidentiality of the information
- Report any use or disclosure not permitted

The contractor, by execution of the contract, shall thereby indemnify and hold the Township harmless from any and all liabilities, claims, actions, costs and penalties which may be incurred as the result of the failure of the contractor to comply with the requirements of the Health Insurance Portability and Accountability Act (HIPAA) or any other statute or case law protecting the privacy of persons using its services.

2.8.11 Proof of Licensure

Proof of licensure for providing Professional Services in the State of New Jersey, for either the firm or the person responsible for the work, shall be provided as required.

2.8.12 Disclosure of Investment Activities in Iran

P.L. 2012, c.25 prohibits State and local public contracts with persons or entities engaging in certain investment activities in energy or finance sectors of Iran.

2.9 Public Emergency

In the event of a Public Emergency declared at the Local, State or Federal Level, if the Township opts to extend terms and conditions of this RFP, the contractor agrees to extend the terms and conditions of this RFP, whether existing, expiring or expired no longer than six months, for goods and/or services

for the duration of the emergency. In the event the original contractor cannot meet this requirement, the Township may solicit the goods and/or services from any respondent on this contract.

2.10 Multiple Proposals Not Accepted

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

2.11 Use of Sub-consultants

Respondent may find it advantageous to include sub-consultants in their proposal. Such an arrangement is acceptable provided that the relationship between firms is clearly defined and the method of maintaining proper project management and oversight is described within the proposal. The use of sub-consultants is left to the discretion of respondent, provided that the criteria of adequate capability in all areas of the scope of work is met. Any sub-consultants must be identified in the same manner as the primary consultant.

2.12 Failure to Enter Contract

Should the respondent, to whom the contract is awarded, fail to enter into a contract within ten (10) days, Sundays and holidays excepted, the owner may then, at its option, accept the proposal of another respondent.

2.13 Commencement of Work

The contractor agrees to commence work after the date of award by the owner and upon notice from the using department.

2.14 Termination of Contract

If, through any cause, the contractor shall fail to fulfill in a timely and proper manner obligations under the Contract or if the contractor violates any requirements of the Contract, the owner shall thereupon have the right to terminate the Contract by giving written notice to the contractor of such termination at least thirty (30) days prior to the proposed effective date of the termination. Such termination shall relieve the owner of any obligation for the balances to the contractor of any sum or sums set forth in the Contract.

The contractor agrees to indemnify and hold the owner harmless from any liability to subcontractors/suppliers concerning payment for work performed or goods supplied arising out of the lawful termination of the Contract by the owner under this provision. In case of default by the contractor, the owner may procure the articles or services from other sources and hold the contractor responsible for any excess cost occasioned thereby.

2.15 Non-Allocation of Funding Termination

Each fiscal year payment obligation of the Owner is conditioned upon the availability of Owner funds appropriated or allocated for the payment of such an obligation. If funds are not allocated and available for the continuance of any services performed by the Contractor hereunder, whether in whole or in part, the Owner at the end of any particular fiscal year may terminate such services. The Owner will notify the Contractor in writing immediately of any services that will be affected by a shortage of appropriated funds. This provision shall not be construed so as to permit the Owner to terminate this Agreement during the term, or any service hereunder, merely in order to acquire identical services from a third party contractor.

2.16 Force Majeure

Neither party shall be responsible for any resulting loss or obligation to fulfill duties as specified in any of the terms or provisions of this Agreement if the fulfillment of any term or provision of this Agreement is delayed or prevented by any revolutions, insurrections, riots, wars, acts of enemies, national emergencies, strikes, floods, fires, acts of God, or by any cause not within the control of the party whose performance is interfered with which by the exercise of reasonable diligence such party is unable to prevent. Additionally, if the fulfillment of any of the terms and provisions of this Agreement is delayed or prevented by any court order, or action or injunction or other such agreement, this Agreement shall become voidable by the owner by notice to each party.

2.16 The owner and the Contractor each bind themselves and their successors, executors, administrators, heirs and assigns and legal representatives of the other party respecting all covenants and agreements and obligations of this contract.

2.17 The terms of this Agreement shall be construed and interpreted, and all respective rights and duties of the parties shall be governed by the laws of the State of New Jersey.

2.18 Challenge of Specifications

Any respondent who wishes to challenge a specification shall file such challenge in writing with the Purchasing Agent no less than three (3) business days prior to the opening of the RFP's. Challenges filed after that time shall be considered void and having no impact on the owner or the award of contract.

2.19 Payment

Invoices shall specify, in detail, the period for which payment is claimed, the services performed during the prescribed period, the amount claimed and correlation between the services claimed and the Proposal Cost Form.

Payment will be made on presentation of owner’s voucher duly signed and executed.

The owner may withhold all or partial payments on account of subsequently discovered evidence including but not limited to the following:

1 Deliverables not complying with the project specification;
2 Claims filed or responsible evidence indicating probability of filing claims;
3 A reasonable doubt that the Contract can be completed for the balance then unpaid.

When the above grounds are removed, payment shall be made for amounts withheld because of them.

2.20 Non-payment of Penalties and Interest on Overdue Bills

Public funds may be used to pay only for goods delivered or services rendered. Franklin Township, Somerset County will not pay penalties and/or interest on overdue bills. No employee is authorized to sign a letter of credit or any other document that represents a legal commitment on the part of the Township to pay additional fees.

2.21 Ownership of Material

The owner shall retain all of its rights and interest in any and all documents and property both hard copy and digital furnished by the owner to the contractor for the purpose of assisting the contractor in the performance of this contract. All such items shall be returned immediately to the owner at the expiration or termination of the contract or completion of any related services, pursuant thereto, whichever comes first. None of the documents and/or property shall, without the written consent of the owner, be disclosed to others or used by the contractor or permitted by the contractor to be used by their parties at any time except in the performance of the resulting contract.

Ownership of all data, materials and documentation originated and prepared for the owner pursuant to this contract shall belong exclusively to the owner. All data, reports, computerized information, programs and materials related to this project shall be delivered to and become the property of the owner upon completion of the project. The contractor shall not have the right to use, sell, or disclose the total of the interim or final work products, or make available to third parties, without the prior written consent of the owner. All information supplied to the owner may be required to be supplied on CD-ROM media compatible with the owner's computer operating system, windows based, Microsoft Office Suite 2007 or greater.

2.22 Source of Specifications/RFP Packages

Official Municipal Request for Proposal (RFP) packages for routine goods and services are available from www.franklintwpnj.org at no cost to the prospective respondents. All addenda are posted on this site. Potential respondents are cautioned that they are responding at their own risk if a third party supplied the specifications that may or may not be complete. The owner is not responsible for third party supplied RFP documents.

2.23 Altering Official Document

Respondents shall not write in any margins or alter the official content of Franklin Township RFP document.

2.24 W-9

Successful bidder/respondent shall complete W-9 Form and submit to Purchasing prior to contract award. The form is available at the following link: http://www.irs.gov/pub/irs-pdf/fw9.pdf

2.25 Conflict of Interest

Successful respondents are required to be free of any conflict of interest. As the Township is a public entity, please note that the Township is precluded by the Rules of Professional Conduct from waiving conflicts of interest. See RPC 1.7(a)(2) and RPC 1.7(b)(2). If your firm is awarded a contract, you have an ongoing obligation during the term of your designation to disclose any and all actual or potential conflicts and to not accept matters adverse to the Township. Additionally, retained counsel shall not disclose any confidential information learned or received in any way as part of a retention, either during the term of service or at any time thereafter.

2.26 No Endorsement

Award of professional services contract does not constitute an endorsement by the Township of Franklin, County of Somerset. A firm awarded a professional services contract shall not promote or advertise its designation without first obtaining the Township's permission.

2.27 Consultant Affiliation

Consultants are prohibited from specifying a product line in which such consultant has an affiliation. As such, there shall be no affiliation between the consultant and product manufacturers referenced in the specifications, nor shall the consultant endorse those companies or manufacturers referenced in the specifications.

2.28 Effect of Award

Being awarded a contract as a professional service provider to the Township does not guarantee any work or the assigning of any cases and does not bind the Township to guarantee any form of employment or engagement.

2.29 Open Public Records Act

Respondents are hereby advised that their responses may be subject to dissemination under the Open Public Records Act ("OPRA") or the common law right of access.

3. SCOPE OF WORK (SOW)

3.1. GENERAL REQUIREMENTS

This contract is to provide various Professional Engineering and Related Services for Franklin Township on an as needed basis. These services include:

- Design of various Township projects to include roadway, sidewalks, paving, water main replacement, other water infrastructure, geographic information systems, structural, electrical, mechanical, and environmental.
- Construction inspection of various projects
- Construction management of various projects

The Township intends to award to several firms. These services will be provided on an as-needed basis to supplement the Township's Department of Public Works staff. There is no minimum guarantee of projects or compensation.

Please note: The Township also has a separate RFP for Township Engineer Services (MC-FO-009-YY) which is procured in the Fall.

3.2 FEE SCHEDULE

Respondents are asked to provide with the proposal fees or a compensation schedule that describes the basis for billing services for each discrete service item to be offered by successful respondents as well as hourly or per diem fees for other services or types of activities for the period of 12 months commencing at time of RFP opening

4. Proposal Requirements

Qualification Statement and Proposal

Consultants are requested to submit a Qualification Statement and Proposal. The Qualification Statement and Proposal shall be no more than three typed, singled sided, 8 ½" x 11" sheets in length. The Qualification Statement and Proposal must contain all requirements of the RFP and the following information.

1. A statement that your firm is interested in performing the work described in this RFP.
2. The address of the office in which the work will be performed.
3. The name and title of the individuals who will be assigned to the project(s).
4. A narrative demonstrating your understanding of all work necessary. The narrative must detail your firm's particular ability to perform the type of work. The narrative must indicate the experience of your firm/staff for the type of work involved for the categories your firm is preparing a response. The narrative should address the ability of your firm to complete the required work in a professional and cost effective manner.

Resumes of key personnel must be submitted along with your firms' proposals. Each resume shall be a maximum of two, single sided, 8 ½ "x 11" sheets in length and must highlight education, professional credentials, and work performance on projects similar to that described in this RFP. A resume of the project manager, as well as the resume(s) of key technical staff must be included.

Qualification Statements and Proposals will be reviewed and evaluated by staff from Franklin Township.

5. Evaluation, Review and Selection Process

5.1 Proposals to Remain Subject to Acceptance

RFP responses shall remain open for 12 months.

5.2 Rejection of Proposals

The owner reserves the right to reject any or all proposals, or to reject any proposals if the evidence submitted by, or investigation of such respondent fails to satisfy the owner that such respondent is properly qualified to carry out the obligations of the RFP and to complete the work contemplated therein. The owner reserves the right to waive any minor informality in the RFP.

5.3 Evaluation Process

An evaluation team will review all proposals to determine if they satisfy the Proposal Requirements, determine if a proposal should be rejected and evaluate the proposals based upon the Evaluation Criteria. The highest-ranking respondent will then be recommended to the governing body for award of contract, based on price and other factors.

5.4 Evaluation Criteria

The criterion considered in the evaluation of each proposal follows. The arrangement of the criteria is not meant to imply order of importance in the selection process. All criteria will be used to select the successful respondent. The respondent may be requested to clarify elements of the proposal.

5.4.1 Understanding of the Requested Work

The proposals will be evaluated for general compliance with instructions and requests issued in the RFP. Non-compliance with significant instructions shall be grounds for disqualification of proposals.

5.4.2 Knowledge and Technical Competence

This includes the ability of the respondent to perform all of the tasks and fulfill adequately the stated requirements.

5.4.2.a. Management, Experience and Personnel Qualifications

Expertise of the firm shall be demonstrated by past contract successes providing government or other agencies with similar services. The respondent will be evaluated on knowledge, experience, prior collaboration and successful completion of projects/services similar to that requested in this RFP. In additional to relevant experience, respondents shall provide personnel qualifications in the Proposal.

5.4.3 Ability to Complete the Services in a Timely Manner

This is based on the estimated duration of the tasks and the respondent's ability to accomplish these tasks as stated.

5.4.4 Cost

Price shall be based on hourly rates and schedules of fees submitted with the proposal. Any services not included as part of any resulting contract scope of services must be approved and authorized by the owner before such work is initiated. The owner shall pay for such approved services, at the rate or cost agreed upon between the owner and contractor, and provided the respondent has provided a schedule of fees for additional services with this RFP.

5.5 Payment

Payment will be made after a properly executed Township of Franklin voucher has been received and formally approved on the voucher list by the Franklin Township Council at its subsequent regular meeting. The voucher will be certified correct by the department/division head who received the goods or services.

1. Compensation shall be billed at hourly rates as submitted in response to this RFP. Travel time is excluded from the hourly rate billing.

2. Vouchers or invoices may be rendered monthly for services performed. Such billings shall be due when rendered.

3. No payments will be made for the following:

   A. Transportation and subsistence for professional and technical staff.
   B. Furnishing and maintaining field office facilities when same are authorized and approved by Franklin.
   C. Telegrams and long distance (out-of-State) telephone calls.
   D. Messenger service, postage and handling of drawing and specifications, reports, contracts and other bulky items.

4. The Professional, upon performing services totaling 70% of the encumbered amount whether all such services have been billed or not shall provide the Township with an estimate as to whether additional funds are anticipated to be necessary to conclude the matter. If such additional funds are necessary, the Professional shall provide an estimated amount thereof. Any additional funds necessary to conclude the matter shall be authorized by a new or amended Professional Service Resolution, adopted by the Township Council.

   If the Professional determines in accordance with the provisions hereof that, having expended 70% of the encumbered amount that the remaining 30% will be insufficient to complete the tasks set forth in this Agreement, the Professional shall immediately notify the Township Manager and the Township Chief Financial Officer requesting that the Township Council approve an amended Professional Service Budget and Resolution prior to the rendering of any additional services beyond the encumbered amount. The Township shall not be responsible for the payment of any sums in excess of the original

encumbered amount unless there has been compliance with this paragraph.

5.6 Notice of Award

The successful respondent will be notified of the award of contract upon a favorable decision by the Township Council.

TOWNSHIP OF FRANKLIN, COUNTY OF SOMERSET
EXCEPTIONS

(IF NONE SO STATE)

USE ADDITIONAL SHEET IF NECESSARY

FRANKLIN TOWNSHIP, COUNTY OF SOMERSET
RFP DOCUMENT CHECKLIST

Required With Response		Read, Signed & Submitted Respondent's Initial
	A. FAILURE TO SUBMIT ANY OF THESE ITEMS IS <u>MANDATORY</u> CAUSE FOR REJECTION OF RFP	
☒	Statement Of Ownership Disclosure	
☒	Non-Collusion Affidavit	
☒	Required Evidence EEO/Affirmative Action Regulations Certificate or Questionnaire	
☒	License(s) or Certification(s) Required by the Specifications	
☒	Acknowledgement of Receipt of Addenda (To be Completed if Addenda are Issued)	
☒	Qualification Statement	
☒	Fee Schedule	
☐	Other:	
	B. MANDATORY ITEM(S), REQUIRED NO LATER THAN TIME PERIOD INDICATED	
☒	New Jersey Business Registration Certificate – Prior to award of contract	
☒	CD or flash drive with PDF of RFP along with Printed Copies	
☒	Three (3) references for similar projects	
☒	Evidence of Medical Malpractice or Professional Liability Insurance supply certificate prior to processing a purchase order	
☒	Disclosure of Activities in Iran (must submit prior to contract award)	
☒	Certification Of Non-Involvement In Prohibited Activities In Russia Or Belarus	
	C. READ ONLY	
☒	Americans With Disability Act of 1990 Language	

This checklist is provided for respondent's use in assuring compliance with required documentation; however, it does not necessarily include all specifications requirements and does not relieve the respondent of the need to read and comply with the specifications.

Name of Respondent: _____ Date: _____

By Authorized Representative:

Signature: _____

Print Name & Title: _____

TOWNSHIP OF FRANKLIN, COUNTY OF SOMERSET
PROPOSAL COST FORM/SIGNATURE PAGE

PROFESSIONAL ENGINEERING SERVICES AS-NEEDED

CONTRACT #: MC-FO-0003-25

TO THE FRANKLIN TOWNSHIP COUNCIL:

The undersigned declares that he/she has read the Notice, Instructions, Affidavits and Scope of Services attached, that he/she has determined the conditions affecting the proposal and agrees, if this proposal is accepted, to furnish and deliver services per schedule of fees included with proposal for the following:

Include fee schedule with response.

- Design of various Township projects to include roadway, sidewalks, paving, water main replacement, other water infrastructure, geographic information systems, structural, electrical, mechanical, and environmental.
- Construction inspection of various projects
- Construction management of various projects

The undersigned is a (Corporate / Partnership / Individual) under the laws of the State of _____ having its principal office at _____

Company	Federal I.D. # or last 4 digits Social Security #
Address	
Signature of Authorized Agent	Type or Print Name
Telephone Number	Date
Fax Number	Email Address

TOWNSHIP OF FRANKLIN, COUNTY OF SOMERSET

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

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

Name of Organization: _____

Organization Address: _____

Part I Check the box that represents the type of business organization:
☐Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
☐Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
☐For-Profit Corporation (any type) ☐Limited Liability Company (LLC)
☐Partnership ☐Limited Partnership ☐Limited Liability Partnership (LLP)
☐Other (be specific): _____

Part II

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

OR

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

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

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

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

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

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

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

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

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the ***<Township of Franklin>*** 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 Franklin>*** to notify the ***<Township of Franklin>*** 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 Franklin>*** to declare any contract(s) resulting from this certification void and unenforceable.

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

TOWNSHIP OF FRANKLIN, COUNTY OF SOMERSET
NON-COLLUSION AFFIDAVIT

State of _____
County of _____ ss:

I, _____ of the City of _____

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 above named project, and that I executed the said proposal with full authority so to do; 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 Franklin, County of Somerset 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 employees or bona fide established commercial or selling agencies maintained by_____.
(name of contractor)

(N.J.S.A. 52:34-15)

Subscribed and sworn to

before me this _____day

of _____, _____. _____
Signature

_____
(Type or print name of affiant under signature)

_____
Notary public of

My Commission expires _____.

TOWNSHIP OF FRANKLIN, COUNTY OF SOMERSET
EEO/AFFIRMATIVE ACTION COMPLIANCE NOTICE
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

All successful bidders/respondents are required to submit evidence of appropriate affirmative action compliance to the Township and Division of Public Contracts Equal Employment Opportunity Compliance. During a review, Division representatives will review the Township files to determine whether the affirmative action evidence has been submitted by the vendor/contractor. Specifically, each vendor/contractor shall submit to the Township, prior to execution of the contract, one of the following documents:

Goods and General Service Vendors
1. Letter of Federal Approval indicating that the vendor is under an existing Federally approved or sanctioned affirmative action program. A copy of the approval letter is to be provided by the vendor to the Township and the Division. This approval letter is valid for one year from the date of issuance.

Do you have a federally-approved or sanctioned EEO/AA program? Yes ☐ No ☐
If yes, please submit a photostatic copy of such approval.

2. A Certificate of Employee Information Report (hereafter "Certificate"), issued in accordance with N.J.A.C. 17:27-1.1 et seq. The vendor must provide a copy of the Certificate to the Township as evidence of its compliance with the regulations. The Certificate represents the review and approval of the vendor's Employee Information Report, Form AA-302 by the Division. The period of validity of the Certificate is indicated on its face. Certificates must be renewed prior to their expiration date in order to remain valid.

Do you have a State Certificate of Employee Information Report Approval? Yes ☐ No ☐
If yes, please submit a photostatic copy of such approval.

3. The successful vendor shall complete an Initial Employee Report, Form AA-302 and submit it to the Division with $150.00 Fee and forward a copy of the Form to the Township. Upon submission and review by the Division, this report shall constitute evidence of compliance with the regulations. Prior to execution of the contract, the EEO/AA evidence must be submitted.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) on the Division website www.state.nj.us/treasury/contract_compliance.

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

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

COMPANY: _____ SIGNATURE: _____

PRINT NAME:_____TITLE: _____

DATE: _____

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 township 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 ww.state.nj.us/treasury/contract_compliance).

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

AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The Contractor and the Owner, do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") *(42 U.S.C. S121 01* et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim, If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the *owner shall* expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

TOWNSHIP OF FRANKLIN, COUNTY OF SOMERSET

THESE ARE **SAMPLES** OF THE **ONLY** ACCEPTABLE
BUSINESS REGISTRATION CERTIFICATES.

FAILURE TO POSSESS A NEW JERSEY BUSINESS REGISTRATION CERTIFICATE
MAY BE CAUSE FOR REJECTION OF YOUR PROPOSAL

REGARDLESS OF THE FACT THAT A COPY MAY ALREADY BE ON FILE WITH THE
TOWNSHIP OF FRANKLIN, COUNTY OF SOMERSET.

New Jersey Business Registration Requirements

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

Prior to contract award or authorization, the contractor shall provide the Contracting Agency with its proof of business registration and that of any named subcontractor(s). Subcontractors named in a bid or other proposal shall provide proof of business registration to the bidder, who in turn, shall provide it to the Contracting Agency prior to the time a contract, purchase order, or other contracting document is awarded or authorized.

During the course of contract performance:

(1) The contractor shall not enter into a contract with a subcontractor unless the subcontractor first provides the contractor with a valid proof of business registration.

(2) The contractor shall maintain and submit to the Contracting Agency a list of subcontractors and their addresses that may be updated from time to time.

(3) The contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into the State. Any questions in this regard can be directed to the Division of Taxation at (609)292-6400. Form NJ-REG can be filed online at www.state.nj.us/treasury/revenue/busregcert.shtml.

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

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

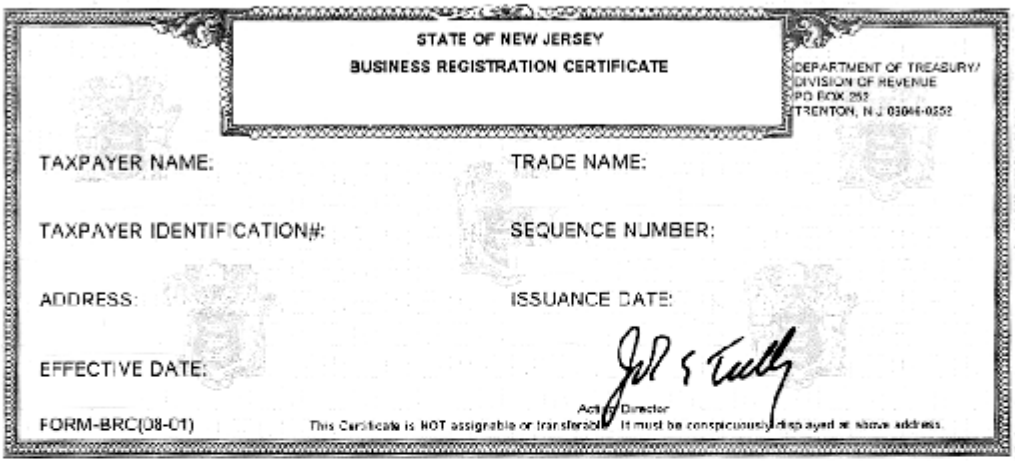
Emergency Purchases or Contracts

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

All businesses MUST provide a copy of their Business Registration Certificate (BRC) for their registration to be complete. Below are samples of a BRC Certificate. The Taxpayer Name on the BRC must be the same as the name on the Vendor Registration and the W9 form.

Non-profit Organizations must provide proof of 501(c)(3) exemption instead of the BRC.

Online BRC Look-up: https://www1.state.nj.us/TYTR_BRC/jsp/BRCLoginJsp.jsp
Information on BRC Requirements: http://www.state.nj.us/treasury/revenue/busregcert.shtml



STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY/
DIVISION OF REVENUE
PO BOX 252
TRENTON, N.J. 08646-0252

TAXPAYER NAME:

TRADE NAME:

TAXPAYER IDENTIFICATION#:

SEQUENCE NUMBER:

ADDRESS:

ISSUANCE DATE:

EFFECTIVE DATE:

Acting Director

FORM-BRC(08-01)

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

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 FRANKLIN, COUNTY OF SOMERSET

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

ADDENDUM NUMBER	DATE	ACKNOWLEDGE RECEIPT (Initial)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Acknowledged for: _____
(Name of Bidder)

By: _____
(Signature of Authorized Representative)

Name: _____
(Print or Type)

Title: _____

Date: _____

FORM NOT REQUIRED IF NO ADDENDA ISSUED

REFERENCES FORM

Reference # 1

Name of Client	
Address of Client	
Contact Person's Name	
Contact Person's Title	
Telephone Number	
Email	
Dates worked	

Reference # 2

Name of Client	
Address of Client	
Contact Person's Name	
Contact Person's Title	
Telephone Number	
Email	
Dates worked	

Reference # 3

Name of Client	
Address of Client	
Contact Person's Name	
Contact Person's Title	
Telephone Number	
Email	
Dates worked	

Russia-Belarus Law Developments & Implementation Required by Contracting Units

The Local Public Contracts Law, Public School Contracts Law, and the County College Contracts Law, generally require contracting units under those laws to implement and comply with the provisions of P.L. 2022, c.3 applicable to State agencies. See N.J.S.A. 40A:11-2.2; 18A:18A-49.5; 18A:64A-25.44.

Thus, when a contract for goods or services is **awarded, renewed**, **amended**, or **extended**, a contracting unit shall now:

1) require a vendor or contractor to certify, using the form – "**CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS"**, that the vendor or contractor is not identified on the OFAC list due to activity related to Russia and/or Belarus, and

2) type the vendor's or contractor's name and address into the OFAC list search to determine whether they appear on the list due to activity related to Russia and/or Belarus. When searching the OFAC list, the vendor or contractor is considered to be engaging in activity related to Russia and/or Belarus if the term Russia or Belarus comes up next to their name under the "Program(s)" column.

If a vendor or contractor discloses their presence on the OFAC list but claims to have a license or other exemption enabling their doing business in Russia and/or Belarus, the vendor or contractor should be required to provide proof of such exemption. Contracting units are advised to consult with their legal counsel concerning the extent of their obligation to verify a claimed exemption. Part of the analysis may involve whether the proposed contract is the same, or similar to, the exemption such that the contracting unit could enter into a contract with the vendor or contractor. If a vendor or contractor has a broad line of business, please note that the license or exemption may only apply to a portion of their line of business.

P.L. 2022, c. 3 will expire upon the revocation of federal sanctions contained in Executive Order 14024.

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

Pursuant to N.J.S.A. 52:32-60.1, et seq. and N.J.S.A.40A:11-2.2 (L. 2022, c. 3) any person or entity (hereinafter "Vendor") that seeks to enter into or renew a contract with a local contracting unit subject to the Local Public Contracts Law 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 related to 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 Blocked 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 Blocked 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 set 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

[i] 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).

Disclosure of Investment Activities in Iran

Person or Entity	

Part 1: Certification

COMPLETE PART 1 BY CHECKING **EITHER BOX**.

Pursuant to Public Law 2012, c. 25, any person or entity that is a successful bidder or proposer, 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 parent entity, subsidiary, or affiliate is identified on the State Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The list is found on Treasury's website at www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf.

The Chapter 25 list must be reviewed prior to completing the below certification. If a vendor or contractor is found to be in violation of law, action may be taken as appropriate and as may 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 certify, pursuant to Public Law 2012, c. 25, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate thereof is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification below.*
OR	
☐	*I am unable to certify as above because the person or entity and/or a parent entity, subsidiary, or affiliate thereof is listed on the N.J. Department of the Treasury's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below sign and complete the Certification below.*

Part 2: Additional Information

PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN.

You must provide a detailed, accurate and precise description of the activities of the person or entity, or a parent entity, subsidiary, or affiliate thereof engaging in investment activates in Iran below and, if more space is needed, on additional sheets provided by you.

Part 3: Certification of True and Complete Information

I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments there to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity.

I acknowledge that Township of Franklin County of Somerset 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 of Franklin County of Somerset to notify the Township of Franklin County of Somerset in writing of any changes to the answers of information contained herein.

I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the Township of Franklin County of Somerset and that the Township of Franklin County of Somerset at its option may declare any contract(s) resulting from this certification void and unenforceable.

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