

TOMSA

REQUEST FOR PROPOSALS

FOR

SPECIAL CONFLICT COUNSEL

PROPOSAL OPENING DATE: Tuesday February 12th, AT 10:00 AM EST

**FAIR AND OPEN PROCESS IN ACCORDANCE WITH
N.J.S.A. 19:44A-20.5 et seq.**

Township of Middletown Sewerage Authority
100 Beverly Drive
Belford, NJ 07718
Phone: (732) 495-101

WWW.TOMSANJ.COM

NOTICE TO BIDDERS

REQUEST FOR PROPOSALS

TOMSA

Township of Middletown Sewerage Authority

Notice is hereby given that sealed Proposals will be received by the Township of Middletown Sewerage Authority on **Tuesday, February 12th, 2025, at 10:00 A.M.** at the Authority Office located at the Treatment Plant site at 100 Beverly Drive, Belford, New Jersey 07718, and at that time and place, publicly opened and read, for the following professional services:

Special Conflict Counsel

Proposals are being solicited through a Fair and Open process in accordance with N.J.S.A. 19:44A-20.5 et seq. The Request for Proposals (RFP) package may be obtained at the Authority Office located at the Treatment Plant site at 100 Beverly Drive, Belford, New Jersey 07718, Attn: Executive Director, between the hours of 9:00 A.M. and 3:00 P.M. Monday through Friday or obtained online or via email request at Pthomson@tomsanj.com. All questions regarding the RFP must be made in writing and directed to Paul Thomson. Questions may be emailed to Pthomson@tomsanj.com. Submissions must be made in the form required by the RFP, and one (1) printed original and two (2) copies must be delivered to Executive Director, Paul Thomson prior to the time for the receipt of Request for Proposals on **Tuesday February 12th 2025 at 10:00 A.M.** at the Authority Office located at the Treatment Plant site 100 Beverly Drive, Belford, New Jersey 07718. All information requested in the Request for Proposals must be provided or the submission may be disqualified. Submissions must be made in a sealed envelope and plainly marked on the outside of the sealed envelope with the name and address of Bidder and the services for which the Proposal is submitted. The Township of Middletown Sewerage Authority reserves the right to reject any and all submissions, to waive any informalities or irregularities in the Request for Proposals process, to reject any and/or all bids as in its judgment may best serve the interest of the Authority and to accept any submissions which, in its judgment, are most advantageous, price and other factors considered, and will best serve the interest of the TOMSA. Submitters are required to comply with the requirements of N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27.

BY ORDER OF TOWNSHIP OF MIDDLETOWN SEWERAGE AUTHORITY

,
STEVEN SCHWEIZER, CHAIRPERSON

**REQUEST FOR PROPOSAL
SPECIAL CONFLICT COUNSEL**

A. PROJECT BACKGROUND

The Township of Middletown Sewerage Authority (the Authority) provides sanitary sewer treatment and collection services to the Township of Middletown, Atlantic Highlands, and Highlands, Monmouth County, New Jersey. The Authority maintains a Professional Staff to provide guidance to assure proper compliance with Federal and State regulations and to protect the health and safety of its residents. The proper day-to-day management and effective general relations of its employees is essential in achieving the Authority's goals.

B. SCOPE OF WORK

The Authority is issuing this request for proposals (RFP) via a fair and open process in accordance with N.J.S.A. 19:44A-20.5 et seq. The Authority's special conflict counsel may be an individually licensed attorney or law firm that is responsible for participating in:

- (a) Provide legal services as assigned by the Executive Director or Board of Commissioners in the event the Authority General or Labor Counsel is unavailable or unable to represent the Authority in a particular matter.
- (b) Represents the Authority in any such matters as may be assigned by the Board of Commissioners or Executive Director.

The position shall be compensated at an hourly rate plus out -of-pocket expenses

All rates shall be valid for the term of the contract.

Multiple qualified attorneys or law firms may be appointed and assigned to cases as needed.

Please complete the attached Form A - Proposal Form –“SPECIAL CONFLICT COUNSEL” and submit with the firm's proposal.

C. QUALIFICATIONS

The following information should be submitted with the proposal:

1. A list of individuals who will be performing the work accompanied by resumes detailing relevant education and experience.
2. Full name and business address.
3. A listing of all comparable services being proposed that have been completed in the past five (5) years. Contact information for the recipients of similar services must be provided. The Authority may obtain references from any of the parties listed.
4. A listing of any professional affiliations or memberships in any professional societies or organization, including any offices or honors held.
5. Any other position that the applicant may be applying for within the Authority, which is the subject of another request for qualifications.

6. Detailed hourly rates or lump sum fees, including the hourly rates of each of the individuals who will perform services and any charges for additional services not included in hourly rates or annual fees.
7. Experience statement of relevant and related work as it pertains to this contract.

D. FAIR AND OPEN CRITERIA

STANDARDIZED SUBMISSION REQUIREMENTS & SELECTION CRITERIA (Fair and Open Public Solicitation Process for Professional Services)

The fair and open process shall be as follows:

1. The solicitation of proposals for any contract to be determined in excess of \$17,500.00, and for which a bid solicitation shall not be required under the Local Public Contracts Law shall be published and advertised by the Authority either in the official newspaper or on the Authority website at least ten (10) days prior to the date set for the receipt of said request. The published notice shall set forth a description of the requested goods or services, the time, date and place that proposals must be submitted, the contact information for obtaining a proposal document, and a statement that the proposals are being solicited through the fair and open process, in accordance with N.J.S.A. 19:44A-20.5 et seq.
2. The Authority shall review the responses to the request for proposals and appoint or award a contract to a business entity for the goods or services advertised subsequent to such review. Contracts awarded under this process shall be publicly announced and awarded. The resolution awarding the contract shall state that the contract was awarded after a fair and open process and shall state the number of responses received.
3. Contracts subject to the fair and open process delineated herein are subject to additional requirements and any other applicable laws including, but not limited to, the Local Public Contracts Law.

E. SELECTION CRITERIA

The selection criteria to be used in awarding a contract for services shall include:

1. Qualifications and experience of the firm, and the qualifications and experience of the individuals who will perform the tasks and the amount of their respective participation.
2. Experience of the firm, and the experience of the individuals as it relates to the particular expertise required to perform the contract and the services requested by the Authority.
3. Experience with and specific knowledge of the Township of Middletown Sewerage Authority as it pertains to this contract.
4. Ability to perform tasks in a timely fashion, including staffing and familiarity with the subject matter and the Authority.
5. Experience and familiarity of staff with current New Jersey statues and regulations governing the subject matter as it pertains to this contract.
6. Experience and familiarity with the regulations, rules and procedures of the regulatory agencies having jurisdiction over the Township of Middletown Sewerage Authority.

7. References
8. Recent, current, and projected workload of the individual or firm.
9. Thoroughness and completeness of the individual's or firm's proposal submittal.
10. Compensation proposal, including, but not limited to fee schedule/proposal to be charged, fees paid by authorities of similar size and make-up for comparable level of services, and if applicable, cost that would be incurred by the Authority to contract with a new firm (i.e. estimated cost for current firm to review and close out all files, and new firm to review and get up to speed on all open files).

F. INSURANCE REQUIREMENTS

During the life of this Contract, the Special Conflict Counsel shall maintain the following insurance coverage:

1. Professional Liability Practice Policy with limits of \$1,000,000.00 per claim and \$1,000,000.00 aggregate.
2. Commercial General Liability Insurance with limits of \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate. The Authority and its Commissioners, Staff and Consultants shall be named as additional insured.
3. Workers Compensation Insurance at statutory limits.
4. Automobile Liability Insurance with limit of \$2,000,000.00 per occurrence combined single limit.
5. Non-Owned Automobile Liability Insurance, including coverage for hired and leased vehicles, with limits of \$1,000,000.00 per occurrence.

The Special Conflict Counsel shall indemnify and save harmless, the Authority and the Authority's agents, and employees, from and against all losses and claims, demands, payments, suits, actions, recoveries, and judgments of every nature and description brought or recovered against them by reasons of any act or omission of the said Contractor, their subcontractors, their agents, or their employees, in the execution of the work or in guiding same. Proof of coverage shall be provided prior to execution of Agreement with the Authority.

G. MANDATORY LANGUAGE

AFFIRMATIVE ACTION REQUIREMENTS

Each Firm submitting a proposal shall be required to certify that it has complied with Public Agency Regulations for Awarding Contracts pursuant to N.J.S.A. 10:5-31 et seq. (P.L.1975, c.127) and N.J.A.C. 17:27-1.1 et seq. issued by the State of New Jersey, Department of the Treasury, Affirmative Action Office, covering non-discrimination in employment.

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

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

The contractor or subcontractor agrees to make good faith efforts to afford equal employment opportunities to minority and women workers consistent with good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2, or good faith efforts to meet targeted county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

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

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

In conforming with the 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, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

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

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

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

AMERICANS WITH DISABILITIES ACT

Equal Opportunity for Individuals with Disabilities

The Contractor and the Township of Middletown Sewerage Authority do hereby agree that the provisions of Title 11 of the Americans with Disabilities Act of 1990 (the "Act") (42 U.S.C. § 12101 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 thereunto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the Authority 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 Authority in any action or administrative proceeding commenced pursuant to this Act. The Contractor shall indemnify, protect and save harmless the Authority, 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, 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 Authority grievance procedure, the Contractor agrees to abide by any decision of the Authority which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the Authority or if the Authority 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 Authority 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 Authority or any of its agents, servants and employees, the Authority shall expeditiously forward or have forwarded to the Contractor every demand, complaint, notice, summons, pleading or other process received by the Authority or its representatives.

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

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

The Authority does not discriminate on the basis of handicapped status in the admission or access to, or treatment, or employment in its programs or activities.

PROOF OF NEW JERSEY BUSINESS REGISTRATION

ATTENTION ALL PROFESSIONAL SERVICE ENTITIES:

N.J.S.A. 52:32-44 requires that each firm must be registered by the proposal opening date and submit proof of New Jersey business registration prior to award.

All business organizations that do business with a local contracting agency (i.e. Township of Middletown Sewerage Authority “TOMSA”)) are required to be registered with the State of New Jersey, Department of Treasury, Division of Revenue, and provide proof of that registration to the contracting agency at the time any submission is received. “Business Organization” means an individual, partnership, association, joint stock company, trust, corporation or other legal business entity or successor thereof.

FAILURE TO PROVIDE PROOF OF REGISTRATION PRIOR TO AWARD MAY BE CONSIDERED A FATAL DEFECT.

Proof of registration shall be a copy of the firm’s New Jersey Business Registration Certificate (BRC). A BRC is obtained from the New Jersey Division of Revenue. Further information may be obtained by visiting the following web site at the State of New Jersey:

<http://www.state.nj.us/treasury/revenue/gettingregistered.shtml>

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

- 1) The Contractor shall provide written notice to its Subcontractors and suppliers to submit proof of business registration to the Contractor.
- 2) Prior to receipt of final payment from a contracting agency, a Contractor must submit to the contacting agency an accurate list of all Subcontractors or attest that none were used.
- 3) During the term of this contract, the Contractor and its affiliates shall collect and remit, and shall notify all Subcontractors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into this State.

A Contractor, Subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements is available by calling (609) 292-9292.

PROHIBITED IRAN INVESTMENT ACTIVITIES

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

Before a goods and services contract can be entered into, vendors and contractors must certify that neither they nor any parent entity, subsidiary, or affiliate is listed on the New Jersey 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”).

If the Authority finds a person or entity to be in violation of law, it shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party in accordance with N.J.S.A.40A:11-2.1.

H. PAYMENTS

Payment for professional services will be on an hourly rate basis in accordance with this Request for Proposals and the firm's proposal. The proposal shall include task breakdowns for payment purposes.

No extra payment will be made unless the Authority requests, and approves in writing, work which is determined to be outside the "Scope of Work" described herein.

I. ADDITIONAL PAY TO PLAY REQUIREMENTS

Bidders are advised of the responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Enforcement Commission, pursuant to N.J.S.A. 19:44-20.13 (P.L. 2005, c, 271, s.3), if the bidder receives contracts in excess of \$50,000 in the aggregate from public entities in a calendar year. It is the bidders' responsibility to determine if filing is necessary. The report is due March 30 of each year for reporting for prior year contracts. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

J. RETENTION OF RECORDS

Pursuant to N.J.C.C. 17:44-2.2 Special Conflict Counsel shall maintain all documentation related to this Agreement for a period of five (5) years from date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

K. QUESTIONS

Any person who has questions or who needs additional information should contact George Nole, Qualified Purchasing Agent at (732) 495-1010 or Paul Thomson, Executive Director @ (732)495-1010.

DOCUMENT SUBMITTAL CHECKLIST

Professional Service: _ SPECIAL CONFLICT COUNSEL

Proposal Opening Date **Tuesday February 12th, 2025, at 10:00 AM EST**

A. The following items **SHALL** be provided with the sealed proposals:

1. Statement of Ownership (Ownership Disclosure Certification)Page 10
2. Acknowledgment of Receipt of Changes to Request for ProposalPage 12
3. Non-Collusion AffidavitPage 13
4. Affirmative Action Compliance NoticePage 14
5. Americans with Disabilities Act of 1990.....Page 17
6. Prohibited Iran Investment ActivitiesPage 19
7. Certification of Non-Involvement in Prohibited Activities in Russia Or BelarusPage 20
8. Form A, Proposal Form – Special Conflict Counsel.....Page 21
9. Applicants shall submit: **one (1) original** of their sealed submissions for all positions. The outside of the sealed envelope **MUST** be plainly marked with the name and address of Bidder and the services for which the Proposal is submitted.

NOTE: Failure to provide the above documentation with the sealed proposal may be cause for fatal defect.

B. If the following Items are not submitted with the sealed proposal, they **MUST** be submitted prior to Award:

1. Copy of your Business Registration Certificate as issued by the State of New Jersey, Department of Treasury, Division of Revenue
2. Insurance Certificate
3. Proof of Affirmative Action Compliance
4. Department of the Treasury W-9 Form

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 Middletown Sewerage Authority** 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 **the Authority** to notify the **Authority** 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 **Authority** to declare any contract(s) resulting from this certification void and unenforceable.

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

Township of Middletown Sewerage Authority

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

<u>Addendum Number</u>	<u>Dated</u>	<u>Acknowledge Receipt</u> (initial)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

No addenda were received:

Acknowledged for: _____
(Name of Bidder)

By: _____
(Signature of Authorized Representative)

Name: _____
(Print or Type)

Title: _____

Date: _____

NON-COLLUSION AFFIDAVIT

State of New Jersey

ss:

County of _____

I, _____ of the City of _____ in the

County of _____ and the State of _____ of full age,

being duly sworn to law on my oath depose and say that I am _____

of the firm of _____, the professional service entity making the submission for the above named service, and that I executed the said submission with full authority to do so and that said professional service entity has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of fair and open competition in connection with the above named service, and that all statements contained in said submission and in this affidavit are true and correct and made with full knowledge that the Township of Middletown Sewerage Authority relies upon the truth of the statements contained in said submission and in the statements contained in this affidavit in awarding the contract for said service.

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

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

(Name of Professional Service Agency)

By: _____

(Typed Name and Title)

Subscribed and sworn to before me

this _____ day of _____, 20__

(Notary Public of _____)

AFFIRMATIVE ACTION COMPLIANCE NOTICE

N.J.S.A. 10:5-31 and N.J.A.C. 17:27

**GOODS AND SERVICES CONTRACTS
(INCLUDING PROFESSIONAL SERVICES)**

This form is a summary of the successful firm's requirement to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et seq.

The successful firm shall submit to the public agency, before award one of the following three documents as forms of evidence:

- (a) A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);
OR
- (b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;
OR
- (c) A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours.

The successful vendor(s) must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the vendor copy is retained by the vendor.

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. 17:27-1 et seq. and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her proposal 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. 17:27-1 et seq.

COMPANY: _____

AUTHORIZED
REPRESENTATIVE
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

(REVISED 10/08)

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

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

The contractor or subcontractor agrees to make good faith efforts to afford equal employment opportunities to minority and women workers consistent with good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2, or good faith efforts to meet targeted county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

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

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

In conforming with the 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, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

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

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

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

AMERICANS WITH DISABILITIES ACT OF 1990

Equal Opportunity for Individuals with Disability

The Contractor and the Township of Middletown Sewerage Authority do hereby agree that the provisions of Title 11 of the Americans with Disabilities Act of 1990 (the "Act") (42 U.S.C. § 12101 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 thereunto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the Authority 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 Authority in any action or administrative proceeding commenced pursuant to this Act. The Contractor shall indemnify, protect and save harmless the Authority, 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 Authority grievance procedure, the Contractor agrees to abide by any decision of the Authority which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the Authority or if the Authority 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 Authority 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 Authority or any of its agents, servants and employees, the Authority shall expeditiously forward or have forwarded to the Contractor every demand, complaint, notice, summons, pleading or other process received by the Authority or its representatives.

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

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

The Authority does not discriminate on the basis of handicapped status in the admission or access to, or treatment, or employment in its programs or activities.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the provisions of Title 11 of the Americans with Disabilities Act of 1990 (the "Act") (42 U.S.C. § 12101 et seq.) and agrees to comply with same.

The undersigned vendor further understands that his/her proposal shall be rejected as non-responsive if said contractor fails to comply with the provisions of Title 11 of the Americans with Disabilities Act of 1990 (the "Act") (42 U.S.C. § 12101 et seq.).

COMPANY: _____

AUTHORIZED
REPRESENTATIVE
SIGNATURE: _____

PRINT NAME: _____

TITLE: _____

DATE: _____

**THE TOWNSHIP OF MIDDLETOWN SEWERAGE AUTHORITY-- DIVISION OF PURCHASE AND PROPERTY
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

Quote Number: _____ **Bidder/ Offeror:** _____

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 Division's website at <http://wWN.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders must review this list prior to completing the below certification. **Failure to complete the certification will render a bidder's proposal non-responsive.** If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

PLEASE CHECK THE APPROPRIATE BOX:

I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed on the 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 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.

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

EACH BOX WILL PROMPT YOU TO PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, CLICK THE "ADD AN ADDITIONAL ACTIVITIES ENTRY" BUTTON.

Name _____	Relationship to Bidder/Offeror _____
Description of Activities _____	

Duration of Engagement _____	Anticipated Cessation Date _____
Bidder/Offeror Contact Name _____	Contact Phone Number _____

ADD AN ADDITIONAL ACTIVITIES ENTRY

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the Township of Middletown Sewerage Authority 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 Township of Middletown Sewerage Authority to notify the Township of Middletown Sewerage Authority 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 Middletown Sewerage Authority and that the Township of Middletown Sewerage Authority at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): _____ Signature: _____

Title: _____ Date: _____

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 “Vendor¹”) 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: <http://sanctionsearch.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)

<input type="checkbox"/>	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 .
		<i>OR</i>
<input type="checkbox"/>	B.	That I am unable to certify as to “A” above, because the Vendor is identified on the OFAC Specially Designated Naitonals and Blocked Persons list on account of activity related to Russia and/or Belarus .
		<i>OR</i>
<input type="checkbox"/>	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.

Signature of Vendor’s Authorized Representative	Date
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Print Name and Title of Vendor’s Authorized Representative	Vendor’s FEIN
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Vendor’s Name	Vendor’s Phone Number
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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).

Form "A"
Proposal Form – Special Conflict Counsel

<u>Item</u>	<u>Description</u>	<u>Proposed Amount</u>
1.	Attach an hourly rate for services requested or required during the term of the contract.	
2.	Attach all supporting documentation as required by the RFP.	