TOWNSHIP OF MILLSTONE

Monmouth County **New Jersey**

REQUEST FOR QUALIFICATIONS

2027 PROFESSIONAL SERVICES FOR SPECIAL COUNSEL AND GENERAL ENGINEER

Qualification Opening Date – 12/10/2026

Time – 11:00 AM

MILLSTONE TOWNSHIP COMMITTEE

Al Ferro	Mayor
Chris Morris	Deputy Mayor
Eric Davis	Committee Member
Tara Zabrosky	Committee Member
Jeff Ziner	Committee Member

PUBLIC NOTICE
TOWNSHIP OF MILLSTONE
NOTICE OF SOLICITATION OF PROPOSALS FOR PROFESSIONAL SERVICES FOR SPECIAL COUNSEL AND GENERAL ENGINEER

PLEASE TAKE NOTICE that the Township of Millstone is accepting proposals for the provisions of the following professional services for Special Counsel and General Engineer to the Township of Millstone during year 2027.

A copy of the proposal document may be obtained at the office of the Township Clerk, 470 Stage Coach Road, Millstone Twp. NJ 08510 or on the Township website at www.millstonenj.gov. All proposals shall be submitted to Kathleen Hart, Township Clerk, 470 Stage Coach Road, Millstone Twp., NJ 08510 by **12/10/2026 – 11:00 AM**.

Proposals are being solicited pursuant to a fair and open process in accordance with N.J.S.A. 19:44A-20.4 et. seq.

CHECK LIST OF REQUIRED DOCUMENTS

The following items are required submissions in this proposal package:

		Initials
Proposal Form	✓	
Statement of Ownership Disclosure Certification	✓	
Affidavit of Non-Collusion	✓	
Affirmative Action Certification	✓	
Acknowledgement of Receipt of Changes to Proposal (as applicable)	✓	
Americans With Disabilities Act	✓	
Dispute Resolution Acknowledgement	✓	
Business Entity Disclosure Certificate for Applicant and Sub-Applicant	✓	
Disclosure of Prohibited Investment Activities in Iran	✓	
Certification of Non-Involvement in Prohibited Activities in Russia or Belarus	✓	
Checklist of Required Documents, signed below	✓	

EACH REQUIRED ITEM MUST BE INITIALED ON THIS FORM IN THE SPACE PROVIDED. *THIS CHECKLIST MUST BE SIGNED AND SUBMITTED WITH THE PROPOSAL PACKAGE.*

_____ _____

COMPANY / APPLICANT'S NAME AUTHORIZED SIGNATURE

_____ _____

DATE NAME (PRINT) TITLE

PROPOSAL

2027 PROFESSIONAL SERVICES FOR SPECIAL COUNSEL AND GENERAL ENGINEER

Date: _____

Company Name: _____

Address: _____

Address: _____

*****Please check the box next to the professional service that you are submitting a proposal for*****

_____ Special Counsel
_____ General Engineer

PROPOSAL (Continued)

2027 PROFESSIONAL SERVICES FOR SPECIAL COUNSEL AND GENERAL ENGINEER

The undersigned declares that he/she has carefully examined and fully understands the Information for Applicants, Specifications and other documents herein referred to and agrees to furnish and deliver all materials and to perform all work in accordance with the contract documents for the 2027 Professional Services within the Township.

Applicant's Name

Authorized Signature

Print Name

Title

Telephone

Fax

E-Mail Address

Witness or Attest:

Signature

Print Name
(If Corporation, affix Corporate Seal)

GENERAL INFORMATION FOR APPLICANTS

I. SUBMISSION OF QUALIFICATIONS

A. Township of Millstone, Monmouth County, New Jersey (hereinafter referred to as "OWNER") invites sealed proposals pursuant to the Notice to Applicants.

B. Sealed proposals will be received by the designated representative at the time and place stated in the Notice to Applicants, and at such time and place will be publicly opened and read aloud.

C. The proposal form shall be submitted, in a sealed envelope: (1) addressed to the OWNER, (2) bearing the name and address of the applicant written on the face of the envelope, and (3) clearly marked "PROPOSAL" with the contract title and/or proposal # being submitted.

D. It is the applicant's responsibility to see that proposals are presented to the OWNER on the hour and at the place designated. Proposals may be hand delivered or mailed; however, the OWNER disclaims any responsibility for proposals forwarded by regular or overnight mail. If the proposal is sent by overnight mail, the designation in section C, above, must also appear on the outside of the delivery company envelope. Proposals received after the designated time and date will be returned unopened.

E. Sealed proposals forwarded to the OWNER before the time of opening of proposals may be withdrawn upon written application of the applicant who shall be required to produce evidence showing that the individual is or represents the principal or principals involved in the proposal. Once proposals have been opened, they must remain firm for a period of sixty (60) calendar days.

F. All prices and amounts must be written in ink or preferably typewritten. Proposals containing any conditions, omissions, unexplained erasures or alterations, items not called for in the proposal form, attachment of additive information not required by the specifications, may be rejected by the OWNER who may reject irregularities of any kind. Any changes, whiteouts, strikeouts, etc. on the proposal page must be initialed in ink by the person responsible for signing the proposal.

G. Each proposal form must give the full business address of the applicant and be signed by an authorized representative. Proposals by partnerships must furnish the full name of all partners and must be signed in the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing. Proposals by corporations must be signed in the legal name of the corporation, followed by the name of the State in which incorporated and must contain the signature and designation of the president, secretary or other person authorized to bind the corporation in the matter. When requested, satisfactory evidence of the authority of the officer signing shall be furnished.

II. INTERPRETATION AND ADDENDA

A. The applicant understands and agrees that its proposal is submitted on the basis of the requirements prepared by the OWNER. The applicant accepts the obligation to become familiar with these requirements.

B. Applicants are expected to examine the requirements with care and observe all their requirements. Ambiguities, errors or omissions noted by applicants should be promptly reported in writing to the appropriate official. In the event the applicant fails to notify the OWNER of such ambiguities, errors or omissions, the applicant shall be bound by the proposal.

C. No oral interpretation of the meaning of the specifications will be made to any applicant. Every request for an interpretation shall be in writing, addressed to the OWNER'S representative stipulated in the proposal. In order to be given consideration, written requests for interpretation must be received at least five (5) days prior to the date fixed for the opening of the proposals. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications, and will be distributed to all prospective applicants, in accordance with N.J.S.A. 40A:11-23. All addenda so issued shall become part of the contract documents, and shall be acknowledged by the applicant in the proposal. The OWNER'S interpretations or corrections thereof shall be final.

III. PREPARATION OF PROPOSALS

A. The OWNER is exempt from any local, state or federal sales, use or excise tax.

IV. STATUTORY AND OTHER REQUIREMENTS

A. Mandatory Affirmative Action Certification

No firm may be issued a contract unless it complies with the affirmative action regulations of N.J.S.A. 10:5-31 et seq. (P.L.1975, c.127).

1. Procurement, Professional and Service Contracts

All successful vendors must submit, within seven days after the receipt of the notice of intent to award the contract or the receipt of the contract, one of the following:

i. A photocopy of a valid letter for an approved Federal Affirmative Action Plan (good for one year from the date of the letter), or

ii. A photocopy of an approved Certificate of Employee Information Report, or

iii. If the vendor has none of the above, the public agency is required to provide the vendor with an initial Affirmative Action Employee Information Report (AA-302).

2. Construction Contracts

All successful contractors must submit within three days of the signing of the contract an Initial Project Manning Report (AA201- available upon request from the State's Affirmative Action Office) for any contract award that meets or exceeds the bid threshold.

B. Americans with Disabilities Act of 1990

Discrimination on the basis of disability in contracting for the purchase of proposals and services is prohibited. The successful applicant is required to read the Americans with Disabilities language that is part of this specification and agrees that the provisions of Title II of the Act are made a part of the contract. The successful applicant is obligated to comply with the Act and to hold the OWNER harmless.

C. Stockholder Disclosure

N.J.S.A. 52:25-24 (P.L. 1977, c33, as amended by P.L. 2016, c.43) provides that no corporation or partnership shall be awarded any contract for the performance of any work or the furnishing of any materials or supplies, unless, prior to the receipt of the proposal or accompanying the proposal of said corporation or partnership, there is submitted a statement setting forth the names and addresses of all stockholders in the corporation or partnership

who own ten percent or more of its stock of any class, or of all individual partners in the partnership who own a ten percent or greater interest therein. The form of Statement shall be completed and attached to the proposal.

D. Non-Collusion Affidavit

The Non-Collusion Affidavit, which is part of these specifications, shall be properly executed and submitted with the proposal.

E. New Jersey Business Registration Requirements

Non-Construction Contracts – The Contractor shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the contractor.

Before final payment on the contract is made by the contracting agency, the Contractor shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

For the term of the contract, the contractor and each of its affiliates and a subcontractor and each of its affiliates (N.J.S.A. 52:32-44 (g) (3) shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to Section 1 of P.L. 2001, c134 (C.52:32-44 et al) or subsection e. or f. of section 92 of P.L. 1977, c.110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of $25 for each day of violation, not to exceed $50,000 for each business registration copy not properly provided under a contract with a contracting agency.

Failure to submit this shall be cause for rejection of the proposal.

F. Disclosure of Investment Activities in Iran

The Disclosure of Investment Activities in Iran, which is part of these specifications, shall be properly executed and submitted with the proposal.

G. Certification of Non-Involvement in Prohibited Activities in Russia or Belarus

The Certification of Non-Involvement in Prohibited Activities in Russia or Belarus, which is part of these specifications, shall be properly executed and submitted with the proposal.

V. METHODS OF AWARD

A. All contracts shall be for 12 consecutive months.

B. The OWNER may award the work based on the terms stated in Exhibit A.

C. The successful applicant will not assign any interest in this contract and shall not transfer any interest in the same without the prior written consent of the OWNER.

E. This contract will be awarded pursuant to a fair and open process as prescribed in NJSA 19:44A-20.4 (P.L. 2005, c. 51).

VI. TERMINATION OF CONTRACT

A. If, through any cause, the successful applicant shall fail to fulfill in a timely and proper manner obligations under this contract or if the contractor shall violate any of the requirements of this contract, the OWNER shall thereupon have the right to terminate this contract by giving written notice to the contractor of such termination and specifying the effective date of termination. Such termination shall relieve the OWNER of any obligation for balances to the contractor of any sum or sums set forth in the contract.

B. Notwithstanding the above, the contractor shall not be relieved of liability to the OWNER for damages sustained by the OWNER by virtue of any breach of the contract by the contractor and the OWNER may withhold any payments to the contractor for the purpose of compensation until such time as the exact amount of the damage due the OWNER from the contractor is determined.

C. 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.

D. In case of default by the successful applicant, the OWNER may procure the articles or services from other sources and hold the successful applicant responsible for any excess cost occasioned thereby.

EXHIBIT A

REQUEST FOR PROPOSAL FOR PROFESSIONAL SERVICES FOR SPECIAL COUNSEL AND GENERAL ENGINEER - 2027

1. The Township of Millstone is soliciting proposals for the provision of professional services for Special Counsel and General Engineer to the Township for the year 2027. Proposals will be accepted for the specific professional services set forth in the Public Notice, a copy of which is attached hereto.

2. All sealed proposals shall be submitted to Kathleen Hart, Township Clerk, 470 Stage Coach Road, Millstone Twp., NJ 08510 by **12/10/2026 – 11:00 AM**. **Two (2) copies of the proposal shall be submitted.**

3. All proposals shall include, at a minimum: the name, address and all contact information of the person or firm making the proposal; a statement of qualifications, including all applicable professional licenses held; a statement of experience in rendering such professional services to public entities; and a proposal for compensation or a schedule of fees to be charged for such professional services.

4. All proposals will be evaluated by the Township Committee of the Township of Millstone, except for proposals for professional services to be rendered to the Millstone Township Planning Board and Millstone Township Zoning Board of Adjustment. Such proposals will be forwarded to those bodies for evaluation and determination.

5. Proposals will be evaluated by the Township Committee of the Township of Millstone and its agencies on the basis of the proposals deemed to be most advantageous, price and other factors considered. The evaluation will consider:

   a. Experience and reputation in the field;

   b. Knowledge and experience with the Township Committee form of Government;

   c. Knowledge of the Township of Millstone and the subject matter to be addressed under the contract;

   d. Availability to accommodate any required meetings of the agency;

   e. Support staff availability;

   f. Compensation proposal;

   g. Other factors, if determined to be in the best interest of the Township of Millstone and its agencies.

6. A description of the professional services required by the Township of Millstone and its agencies is as follows:

a. Special Counsel. Shall provide expertise, advice and legal services in connection with certain legal matters for the Township of Millstone.

b. General Engineer. The General Engineer will provide consulting engineering services as directed and as required by the Township of Millstone. Applicants should demonstrate knowledge and experience with respect to all aspects of engineering services and land use regulations required by a municipal entity. Any experience or knowledge of matters that directly affect the Township of Millstone should be addressed.

FORMS REQUIRING SIGNATURES

STATEMENT OF OWNERSHIP
(OWNERSHIP DISCLOSURE CERTIFICATION)

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 Included with
All Bid and Proposal Submissions

Name of Business: _____

Address of Business: _____

Name of person completing this form: _____

N.J.S.A. 52:25-24.2:

"No corporation, partnership, or limited liability company shall be awarded any contract nor shall any agreement be entered into for the performance of any work or the furnishing of any materials or supplies, unless prior to the receipt of the bid or proposal, or accompanying the bid or proposal of said corporation, said partnership, or said limited liability company there is submitted a statement setting forth 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.

If one or more such stockholder or partner or member is itself a corporation or partnership or limited liability company, the stockholders holding 10 percent or more of that corporation's stock, or the individual partners owning 10 percent or greater interest in that partnership, or the members owning 10 percent or greater interest in that limited liability company, as the case may be, shall also be listed. 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 in this act, has been listed.

To comply with this section, a bidder with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10 percent or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10 percent or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10 percent or greater beneficial interest."

The Attorney General has advised that the provisions of N.J.S.A. 52:25-24.2, which refer to corporations and partnerships apply to limited partnerships, limited liability partnerships, and Subchapter S corporations.

This Ownership Disclosure Certification form shall be completed, signed and notarized.

Failure of the bidder/proposer to submit the required information is cause for automatic rejection of the bid or proposal

Part I

Check the box that represents the type of business organization:

☐ Sole Proprietorship (skip Parts II and III, sign and notarize at the end)

☐ Non-Profit Corporation (skip Parts II and III, sign and notarize at the end)

☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership

☐ Limited Liability Company

☐ For-profit Corporation (including Subchapters C and S or Professional Corporation)

☐ Other (be specific): _____

Part II

☐ I certify that 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.

OR

☐ I certify that 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 that no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be.

Sign and notarize the form below, and, if necessary, complete the list below. (Please attach additional sheets if more space is needed):

Name: _____ Name: _____

Address: _____ Address: _____

_____ _____

Name: _____ Name: _____

Address: _____ Address: _____

_____ _____

Name: _____ Name: _____

Address: _____ Address: _____

_____ _____

Name: _____ Name: _____

Address: _____ Address: _____

_____ _____

Name: _____ Name: _____

Address: _____ Address: _____

_____ _____

Name: _____ Name: _____

Address: _____ Address: _____

_____ _____

Part III - Any Direct or Indirect Parent Entity Which is Publicly Traded:

"To comply with this section, a bidder with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10 percent or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10 percent or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10 percent or greater beneficial interest."

☐ Pages attached with name and address of each publicly traded entity as well as the name and address of each person that holds a 10 percent or greater beneficial interest.

OR

☐ Submit here the links to the Websites (URLs) containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent.

_____

_____

AND

☐ Submit here the relevant page numbers of the filings containing the information on each person holding a 10 percent or greater beneficial interest.

_____

_____

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

_____
(Affiant)

(Notary Public)

My Commission expires:

_____
(Print name of affiant and title if applicable)

(Corporate Seal if a Corporation)

AFFIDAVIT OF NON-COLLUSION

The undersigned, being duly sworn according to law, deposes and says:

1. I reside at _____

   _____

2. The name of the within applicant is _____

   _____

3. I executed the said proposal on behalf of the applicant with full authority to do so.
4. The applicant has not directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive proposal in connection with the contract.
5. All statements contained in the Qualification Statement and Proposal and in this Affidavit are true and correct and were made with the full knowledge that the Township of Millstone, County of Monmouth, its officers and employees, relies upon the truth of the statements therein made in awarding the above-named contract.
6. I further warrant that no person or selling agency has been employed or retained to solicit or service such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bonafide employees of or bonafide established commercial selling agencies maintained by the applicant.

Sworn and subscribed to
before me on this day of

_____, 20__

_____
Signature of Applicant

_____
Print Name

_____
Signature of Notary

_____
Print Name

AFFIRMATIVE ACTION CERTIFICATION

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

If awarded a contract, all procurement and service contractors will be required to comply with the requirements of P.L.1975, C.127, (N.J.A.C. 17:27). Within seven (7) days after receipt of the notification of intent to award the contract or receipt of the contract, whichever is sooner, the contractor should present one of the following to the Purchasing Agent:

1. A photocopy of a valid letter from the U.S. Department of Labor that the contractor has an existing federally-approved or sanctioned Affirmative Action Plan (good for one year from the date of the letter).

OR

2. A photocopy of approved Certificate of Employee Information Report.

OR

3. An Affirmative Action Employee Information Report (Form AA302)

OR

4. All successful construction contractors must submit within three days of the signing of the contract an Initial Project Workforce Report (AA201) for any contract award that meets or exceeds the Public Agency bid threshold (available upon request).

NO FIRM MAY BE ISSUED A CONTRACT UNLESS IT COMPLIES WITH THE AFFIRMATIVE ACTION REGULATIONS OF P.L.1975, C.127.

The following questions must be answered by all applicants:

1. Do you have a federally-approved or sanctioned Affirmative Action Program?
   YES_____ NO_____

   If yes, please submit a copy of such approval.

2. Do you have a Certificate of Employee Information Report Approval?
   YES_____ NO_____

   If yes, please submit a copy of such certificate.

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

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

APPLICANT'S NAME _____ TITLE _____

AUTHORIZED SIGNATURE _____ TELEPHONE _____

PRINT NAME _____

EXHIBIT A
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
Goods, Professional Services and General Service Contracts
(Mandatory Affirmative Action Language)

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, affection or sexual orientation or sex. Except with respect to affection or sexual orientation, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affection or sexual orientation or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting for the 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, affection or sexual orientation or sex.

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

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

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

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

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

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age,

creed, color, national origin, ancestry, marital status, affection or sexual orientation 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 Contract Compliance and EEO as may be requested by the Division 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 Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

ACKOWLEDGEMENT OF RECEIPT OF CHANGES TO PROPOSAL DOCUMENTS FORM

Pursuant to N.J.S.A. 40A: 11-23.1a, the undersigned hereby acknowledges receipt of the following notices, revisions, or addenda to the proposal advertisement, specifications or proposal documents. By indicating date of receipt, applicant acknowledges the submitted proposal takes into account the provisions of the notice, revision or addendum. Note that the local unit's record of notice to applicants shall take precedence and that failure to include provisions of changes in a proposal may be subject for rejection of the proposal.

Addendum Number	How Received (mail, fax, pick-up, etc.)	Date Received

If no addenda have been issued, please write "N/A" above and complete the form below

Company/Applicant: _____

By Authorized Representative: _____

Signature: _____

Printed Name and Title: _____

Date: _____

AMERICANS WITH DISABILITIES ACT

Equal Opportunity For Individuals With Disabilities

The Contractor and the Township of Millstone do hereby agree that the provision of Title II of the Americans with Disabilities Act of 1990 (the "ADA") (42 U.S.C. Section 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 pursuant thereunto, are made a part of this contract. In providing any aid, benefit or service on behalf of the Township pursuant to this contract, the Contractor agrees that the performance shall be in strict compliance with the ADA. In the event that the Contractor, its agents, servants, employees or subcontractors violate or are alleged to have violated the ADA during the performance of this contract, the Contractor shall defend the Township in any action or administrative proceeding commenced pursuant to this ADA. The Contractor shall indemnify, protect and save harmless the Township, its agents, servants and employees from and against any and all suits, claims, losses, demands or damages of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The Contractor shall, at its own expense, appear, defend and pay any and all charges for legal services and any and all costs and other expenses arising form such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the Township grievance procedure, the Contractor agrees to abide by any decision of the Township which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the Township or if the Township incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the Contractor shall satisfy and discharge the same at its own expense.

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

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

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

COMPANY / BIDDER'S NAME	AUTHORIZED SIGNATURE
DATE	NAME (PRINT) TITLE

DISPUTE RESOLUTION

Any dispute arising under this Contract shall be resolved in accordance with and subject to the limitations contained in N.J.S.A. 40A:11-41.1 as follows:

1. All remedies provided elsewhere in the Contract documents to resolve disputes, claims and protests shall be exhausted. Where the Engineer or Architect is required to issue a decision, such decision shall be a condition precedent to proceeding to resolve the dispute in accordance with paragraph 2.

2. Prior to litigation, the Owner and Contractor shall endeavor to settle disputes by mediation in accordance with the current Construction Industry Mediation Rules of the American Arbitration Association. Demand for mediation shall be filed in writing by the party requesting mediation with the other party to this Agreement and with the American Arbitration Association. The Engineer or Architect shall be provided with an information copy of the demand unless the Engineer or Architect is joined. In no event shall such demand be made more than 30 days after completion, acceptance and final payment nor after the date when institution of legal or equitable proceedings regarding the matter in dispute would be barred as a matter of law.

3. Nothing herein shall be construed to prevent the Owner and Contractor from agreeing to utilize any other alternative dispute resolution procedure in lieu of or in addition to mediation.

4. Nothing herein shall be construed to prevent the Owner from notifying any performance guarantor (Surety) of, and requesting the Surety's assistance in resolving any disputes which involve the Contractor's performance.

Company/Applicant: _____

By Authorized Representative: _____

Signature: _____

Printed Name and Title: _____

Date: _____

BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR TRADITIONAL CONTRACTS
Required Pursuant To N.J.S.A. 19:44A-20.8

_____
(name of firm)

Part I – Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that _____ (name of firm) have not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2023, c. 30, would bar the award of this contract in the one year period preceding January 1, 2027 to any of the following named candidate committee or joint candidates committee; or political party committee representing the elected officials of the Township of Millstone as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

Al Ferro	
Chris Morris	
Eric Davis	
Tara Zabrosky	
Jeff Ziner	

Part II – Ownership Disclosure Certification

☐ I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

☐ Partnership ☐ Corporation ☐ ☐ Sole Proprietorship ☐ Subchapter S Corporation
☐ Limited Partnership ☐ Limited Liability Corporation ☐ Limited Liability Partnership

Name of Stock or Shareholder	Home Address

Part 3 – Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity:_____
Signed:_____ Title:_____
Print Name: Date:_____

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

_____
(Affiant)

My Commission expires:

_____
(Print name & title of affiant) (Corporate Seal)

BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR NON-FAIR AND OPEN CONTRACTS
Required Pursuant To N.J.S.A. 19:44A-20.8
TOWNSHIP OF MILLSTONE

The following is statutory text related to the terms and citations used in the Business Entity Disclosure Certification form.

"Local Unit Pay-To-Play Law" (P.L. 2004, c.19, as amended by P.L. 2023, c. 30)

19:44A-20.6 Certain contributions deemed as contributions by business entity.
5. When a business entity is a natural person, a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity.

19:44A-20.7 Definitions relative to certain campaign contributions.
6. As used in sections 2 through 12 of this act:
"business entity" means any natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of this State or of any other state or foreign jurisdiction;
"interest" means the ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit, as appropriate;

Temporary and Executing
12. Nothing contained in this act shall be construed as affecting the eligibility of any business entity to perform a public contract because that entity made a contribution to any committee during the one-year period immediately preceding the effective date of this act.

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The New Jersey Campaign Contributions and Expenditures Reporting Act (N.J.S.A. 19:44A-1 et seq.)

19:44A-3 Definitions. In pertinent part…

p. The term "political party committee" means the State committee of a political party, as organized pursuant to R.S.19:5-4, any county committee of a political party, as organized pursuant to R.S.19:5-3, or any municipal committee of a political party, as organized pursuant to R.S.19:5-2.

q. The term "candidate committee" means a committee established pursuant to subsection a. of section 9 of P.L.1973, c.83 (C.19:44A-9) for the purpose of receiving contributions and making expenditures.

r. the term "joint candidates committee" means a committee established pursuant to subsection a. of section 9 of P.L.1973, c.83 (C.19:44A-9) by at least two candidates for the same elective public offices in the same election in a legislative district, county, municipality or school district, but not more candidates than the total number of the same elective public offices to be filled in that election, for the purpose of receiving contributions and making expenditures. For the purpose of this subsection: …; the offices of member of the board of chosen freeholders and county executive shall be deemed to be the same elective public offices in a county; and the offices of mayor and member of the municipal governing body shall be deemed to be the same elective public offices in a municipality.
~~~~~~~~~~~~~~~~~~~~~~~~

19:44A-8 and 16 Contributions, expenditures, reports, requirements.
While the provisions of this section are too extensive to reprint here, the following is deemed to be the pertinent part affecting amounts of contributions:

The $200 limit established in this subsection shall remain as stated in this subsection without further adjustment by the commission in the manner prescribed by section 22 of P.L.1993, c.65 (N.J.SA.19:44A-7.2)

Any Political Committees, Candidate Committees, Joint Candidate Committees for or on behalf of Al Ferro, Chris Morris, Eric Davis, Tara Zabrosky and Jeff Ziner	Millstone Democratic Committee
Millstone Republican Committee	Millstone Township Democratic County Committee
Millstone Township Republican County Committee	

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Part 1: Certification

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that the person or entity, or one of the person or entity's parents, subsidiaries, or affiliates, is not identified on a list created and maintained by the New Jersey Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the State of New Jersey Division of Purchase and Property website at http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf. Bidders must review the list prior to completing the certification below. Failure to complete the certification will render a bidder's proposal non-responsive.

PLEASE CHECK THE APPROPRIATE BOX:

☐ A. I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed herein nor any of the bidder's parents, subsidiaries, or affiliates is listed on the New Jersey Department of Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25. 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

☐ B. I am unable to certify as above because the bidder and/or one of more of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of Treasury's Chapter 25 list. I will provide a detailed, accurate, and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines, and/or sanctions will be assessed as provided by law.

Part 2: Please provide further information related to investment activities in Iran

If you checked Box "B" above, provide a detailed, accurate and precise description of the activities of the Bidder, or one of its parents, subsidiaries or affiliates, engaged in the investment activities in Iran by complete the below.

Entity Name: _____ Relationship to Bidder: _____

Description of Activities: _____

Duration of Engagement: _____

Anticipated Cessation Date: _____

Bidder Contact Name: _____

Bidder Contact Phone No.: _____

(Attach Additional Sheets If Necessary.)

Certification:

I, the undersigned, certify that I am authorized to execute this certification on behalf of the above referenced person or entity, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the **Township of Millstone** is relying on the information contained herein and hereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the **Township** to notify the **Township** in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the **Township of Millstone, Monmouth County, New Jersey** and that the **Township** at its option may declare any contract(s) resulting from this certification void and unenforceable.

Name of Bidder (*Please Print*): _____

Signature of Authorized Representative: _____

Name and Title (*Please Print*): _____

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

Pursuant to N.J.S.A. 52:32-60.1, et seq. (L. 2022, c. 3) any person or entity (hereinafter "Vendor[i]") that seeks to enter into or renew a contract with a State agency for the provision of goods or services, or the purchase of bonds or other obligations, must complete the certification below indicating whether or not the Vendor is identified on the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, available here: https://sanctionssearch.ofac.treas.gov/. If the Department of the Treasury finds that a Vendor has made a certification in violation of the law, it shall take any action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

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

(Check the Appropriate Box)

☐ A. That the Vendor is not identified on the OFAC Specially Designated Nationals and Blocked Persons list on account of activity 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).

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