



Township of East Brunswick
1 Civic Center Drive
East Brunswick, New Jersey 08816-1081

Phone: (732) 390-6850
Fax: (732) 238-8848
www.eastbrunswick.org

NOTICE OF RFP

The Township of East Brunswick is soliciting proposals through the competitive contracting process in Accordance with N.J.S.A. 40A:11-4.1, et seq.

Sealed RFP responses will be received the Municipal Clerk on Day of week, June 1, 2023, at 11 A.M. in the 1st Floor, Large Conference Room, 1 Civic Center Drive, East Brunswick, New Jersey 08816 at which time responses will be opened and read for:

SEWER UTILITY RATE STUDY

RFP responses must be made on the standard proposal forms included with the specifications and delivered in sealed envelopes, clearly marked on the outside with the RFP title name, bearing the name and address of the respondent on the outside and addressed to the Township of East Brunswick Municipal Clerk, at 1 Civic Center Drive, East Brunswick, New Jersey 08816.

Proposals may be hand delivered or mailed to the above address. Respondents bear all responsibility for timely delivery of their Proposals.

Specifications and other RFP information may be obtained from the Municipal Clerk during the hours of 8:00 a.m. to 4:30 p.m. Monday through Friday or by written request via email from tlawful@eastbrunswick.org.

Questions regarding the RFP specifications must be submitted in writing by email to: tlawful@eastbrunswick.org. Written questions and inquiries must be received no later than five (5) business days prior to the RFP opening date.

Respondents are required to comply with the requirements of N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27, et seq., N.J.S.A. 52:32-44, and all other applicable statutes, laws or regulations.

BY ORDER of the Township Council of the Township of East Brunswick.

Tamar Lawful
Municipal Clerk

Legal Publication Date: East Brunswick Township website May 1, 2023

GLOSSARY

The following definitions shall apply to and are used in this Request for Proposal (“RFP”):

"Township" - refers to the Township of East Brunswick, its officers and elected and appointed officials, employees and advisors and consultants.

"Due Date" - refers to the date and time by which Proposals must be received by the Township in order to be considered for award of the contract.

"Proposal" - refers to a Respondent's response to this RFP.

"Respondent" - refers to the interested individuals and firms that submit Proposals.

"Services" - refers to the services the Township seeks in this RFP process.

“Successful Respondent” - refers to the Respondent selected by the Township to perform the Services.

SECTION 1

INTRODUCTION AND GENERAL INFORMATION

1.1 Introduction

The Township is soliciting Proposals from Qualified Respondents for the provision of a Sewer Utility Rate Study.

1.2 Administrative Conditions and Requirements

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

1.3 Schedule

The dates established for respondent proposals, proposal review, respondent selection and project initiation are:

1. Release of RFP	May 1, 2023
2. Proposal Due Date	June 1, 2023, at 11:00 A.M.
3. Evaluation Completed	June 5, 2023
4. Governing Body Approval	June 12, 2023
4. Date for award of Contract	June 13, 2023

Dates are approximate and subject to change as required by the Township.

1.4 Proposal Submission Information

Submission Date and Time:
June 1, 2023, at **11:00 A.M.**

One (1) Original *signed in ink* & six (6) copies of the RFP response. **Three (3) ring binders or elaborate binding is unnecessary.**

Submission Office:

Office of the Municipal Clerk
Township Municipal Building
1 Civic Center Drive
East Brunswick, New Jersey 08816-1081

Clearly mark the submittal package with the title of this RFP and the name of the responding firm, addressed to the Municipal Clerk. The original proposal shall be *signed in ink* and marked to distinguish it from the six (6) copies. ***Faxed or emailed proposals will NOT be accepted.***

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

1.5 Using Department Information

East Brunswick Sewer Utility
Township Municipal Building
1 Civic Center Drive
East Brunswick, New Jersey 08816-1081
Dan Losik, Director-Public Works
dlosik@eastbrunswick.org

1.6 Representative for this Solicitation

Please direct all questions in writing to:

Tamar Lawful, Municipal Clerk
Township of East Brunswick
1 Civic Center Drive
East Brunswick, New Jersey 08816-1081
Voice: 732-390-6850
Fax: 732-238-8848
Email: tlawful@eastbrunswick.org

Questions by prospective respondents concerning this RFP may be addressed to Tamar Lawful, Municipal Clerk for the Township of East Brunswick in writing via fax at (732) 238-8848 or by email: tlawful@eastbrunswick.org. Please note the contact is authorized only to direct the attention of prospective respondents to various portions of the requirements so that they may read and interpret each portion for themselves. ***NO*** employee of the Township is authorized to give interpretations of any portion of this RFP or to give information as to the requirements for the RFP in addition to that already contained in the RFP

unless as a formal addendum. Interpretations of the RFP or additional information as to its requirements, when necessary, shall be communicated to prospective respondents *only* by written addendum issued by the Municipal Clerk of the Township. Please identify the contract name and note Request for Information as the subject line when submitting a request by fax or email.

1.7 Interpretations and Addenda

Respondents are expected to examine the RFP with care and observe all its requirements. All questions about the meaning or intent of this RFP, all interpretations and clarifications considered necessary by the Township's representative in response to such comments and questions will be issued by Addenda mailed or delivered to all parties recorded as having received the RFP package no later than five (5) business days prior to the Due Date. Only comments and questions responded to by formal written Addenda will be binding. Oral interpretations, statements or clarifications are without legal effect. All responses to the RFP shall be prepared with full consideration of any addenda issued.

1.8 Quantities of Estimate

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

1.9 Liability for Costs

The Township assumes no responsibility and liability for costs incurred by the respondents prior to the issuance of an agreement. The liability of the Township shall be limited to the terms and conditions of the contract. Respondents will assume responsibility for all costs not stated in their proposals.

1.10 Statutory and Other Requirements

1.10.1 Compliance with Laws

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

1.10.2 Mandatory EEO/Affirmative Action Compliance - N.J.S.A 10:5-31 et seq. and N.J.A.C 17:27 et seq.

No firm may be issued a contract unless it complies with the affirmative action provisions of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1 et seq. as administered by the Division of Purchase & Property Contract Compliance and Audit Unit (Division) and provided below. The contract will include the language included as attachment A in this specification.

1. Goods, Professional Services and Service Contracts

Each 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:

- i. A Letter of Federal Approval indicating that the vendor is under an existing federally approved or sanctioned affirmative action program. A copy of the letter must be provided by the vendor to the Public Agency and Division. This approval letter is valid for one year from the date of issuance.
- ii. A Certificate of Employee Information Report (hereafter "Certificate"), issued in accordance with N.J.A.C. 17:27 et seq. The vendor must provide a copy of the Certificate to the Public Agency as evidence of its compliance with the regulations. The Certificate represents the review and approval of the vendor's Employee Information Report, Form AA-302 by the Division
- iii. The successful bidder shall complete an Initial Employee Report, Form AA-302 and submit it to the Division with a check or money order for \$150.00 made payable to "Treasurer, State of New Jersey" www.state.nj.us/treasury/contract_compliance

1.10.3 Americans with Disabilities Act of 1990 - 42 U.S.C. S121 01 et seq.

Discrimination on the basis of disability in contracting for the delivery of services is prohibited. Respondents are required to read American with Disabilities language that is part of the documents attached hereto and agree that the provisions of Title II of the Act are made part of the contract. The contractor is obligated to comply with the Act and hold the Township harmless.

1.10.4 Statement of Ownership Disclosure - N.J.S.A. 52:25-24.2 (P.L. 1977 c.33)

In accordance with N.J.S.A. 52:25-24.2, no corporation, partnership, limited partnership, limited liability corporation, limited liability partnership, Subchapter S corporation or sole proprietorship, shall be awarded a contract, unless prior to the receipt of the RFP response/bid or accompanying the RFP response/bid of the corporation, partnership, limited partnership, limited liability corporation, limited liability partnership, subchapter S corporation or sole proprietorship, there is submitted to the Township a statement setting forth the names and addresses of all stockholders who own 10% or more of the stock, of any class or of all individual partners who own a 10% or greater interest in the corporation, partnership, limited partnership, limited liability corporation, limited liability partnership, Subchapter S corporation or sole proprietorship.

If one or more such stockholder or partner is itself a corporation or partnership, the stockholders holding 10% or more of that corporation's stock, or the individual partners owning 10% or greater interest in that partnership, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every non-corporate stockholder and individual partner, exceeding the 10% ownership criteria established in this act has been listed. The form shall be signed and submitted with the RFP proposal/bid whether or not a stockholder or partner owns less than 10% of the business submitting the RFP proposal/bid. Failure to comply requires mandatory rejection of the RFP proposal/bid. The Respondent shall complete and submit the form of statement that is included in this RFP.

1.10.5 Non-Collusion Affidavit - N.J.S.A. 52:34-15

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

1.10.6 Proof of N.J. Business Registration Certificate N.J.S.A. 52:32-44

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

Prior to contract award or authorization, the contractor shall provide the Contracting Agency with its proof of business registration and that of any named subcontractor(s).

Subcontractors named in a bid or proposal shall provide proof of business registration to the bidder, who in turn, shall provide it to the Contracting Agency prior to the time of contract, purchase order, or other contracting document is awarded or authorized.

During the course of contract performance:

- (1) The contractor shall not enter into a contract with a subcontractor unless the subcontractor first provides the contractor with a valid proof of business registration.
- (2) The contractor shall maintain and submit to the Contracting Agency a list of subcontractors and their addresses that may be updated from time to time.
- (3) The contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall collect and remit to the Director of the Division of Taxation in the Department of Treasury, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered in the State. Any questions in this regard can be directed to the Division of Taxation at (609) 292-6400. Form NJ-REG can be filed online at www.state.nj.us/treasury/revenue/busregcert.shtml.

Before final payment is made under the contract, the contractor shall submit to the Contracting Agency a complete and accurate list of all subcontractors used and their addresses. Pursuant to N.J.S.A. 54:49-4.1, a business organization that fails to provide a copy of a business registration as required, or that provides false business registration information, shall be liable for a penalty of \$25.00 for each day of violation, not to exceed \$50,000, for each proof of business registration not properly provided under a contract with a contracting agency.

Emergency Purchases or Contracts

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

1.10.7 Certification Of Political Contributions - Pay to Play – Notice of Disclosure Requirement

Township Ordinance No. 06-13 Establishing Restrictions on the Award of Contracts to Professional Entities and Certain Other Entities Who Make Certain Political Contributions, and pursuant to Section 3 (a) thereof, requires that Respondents confirm that they have not made any contributions in violation of Section 1 of Ordinance No. 06-13.

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

1.10.8 Assign, Sublet or Transfer Any Rights/Interests

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

1.10.9 Insurance and Indemnification

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

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

Indemnification

The contractor agrees to indemnify and save harmless the Township, its officers, agents and employees, hereinafter referred to as indemnitees, from all suits, including attorney's fees and costs of litigation, actions, loss damage, expense, cost of claims, of any character or on account of any act, claim or amount arising or recovered under Worker's Compensation law, or arising out of failure of the Contractor or those acting under Contractor to conform to any statutes, ordinances, regulations, law or court decree. It is the intent of the parties to this contract that the indemnities shall, in all instances, except for loss or damage resulting from the sole negligence of the indemnitee, be indemnified against all liability, loss or damage of any nature whatsoever.

Insurance Requirements:

Worker's Compensation and Employer's Liability Insurance

This insurance shall be maintained in full force during the life of this contract by the contractor covering all employees engaged in performance of this contract pursuant to N.J.S.A. 34:15-12(a) and N.J.A.C. 12:235-1.6. Minimum Employer's Liability \$1,000,000.00.

General Liability Insurance

This insurance shall have limits of not less than \$3,000,000.00 any one person and \$3,000,000.00 any one accident for bodily injury and \$3,000,000.00 aggregate for property damage, and shall be maintained in force during the life of the contract.

Automobile Liability Insurance

This insurance covering contractor for claims arising from owned, hired and non-owned vehicles with limits of not less than \$3,000,000.00 any one person and \$3,000,000.00 any one accident for bodily injury and \$3,000,000.00 each accident for property damage, shall be maintained in force during the life of this contract by the contractor.

Professional Liability/Malpractice Insurance Policy (if applicable)

Coverage in the amount of \$2,000,000.00/occurrence, \$4,000,000.00 aggregate and assurance that each such policy for each staff member remains full and in effect while providing services for Township. The contractor shall provide the Township with a Certificate of Insurance naming the Township of East Brunswick as additionally insured, evidencing the existence of required insurance prior to the commission of work. Said insurance must include coverage for complete operations, contractual insurance and independent contractor or subcontractor insurance, where and if applicable.

Errors and Omissions Insurance

- A. The contractor shall purchase and maintain during the entire period of this contract, errors and omissions insurance that shall protect the contractor and the Township from any and all claims that may arise out of or result from the contractor’s performance of this contract. Specifically, the errors and omissions insurance shall have limits of not less than \$2,000,000.00 dollars per occurrence and \$4,000,000.00 dollars in the aggregate.

- B. Certificates of the Required Insurance
Certificates as listed above shall be submitted along with the contract as evidence covering Errors and Omissions insurance. Such coverage shall be with acceptable insurance companies operating on an admitted basis in the State of New Jersey.
The contractor shall provide the Township with a Certificate of Insurance naming the Township, its employees, officers, and agents as additionally insured, and evidencing the existence of required insurance prior to the commission of work.

The Township will not accept Mutual Limitation of Liability terms.

1.10.10 Health Insurance Portability and Accountability Act of 1996 - HIPAA (If Applicable)

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

The Contractor shall:

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

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

1.10.11 Proof of Licensure

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

1.10.12 Disclosure of Investment Activities in Iran – P.L. 2012, c. 25

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

1.11 Public Emergency

In the event of a Public Emergency declared at the Local, State or Federal Level, if the Township opts to extend terms and conditions of this RFP, the contractor agrees to extend the terms and conditions of this RFP, whether existing, expiring or expired no longer than six months, for goods and/or services for the duration of the emergency. In the event the original contractor cannot meet this requirement, the Township may solicit the goods and/or services from any bidder on this contract.

1.12 Multiple Proposals Not Accepted

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

1.13 Subcontractors

The Township will consider the primary contractor to be the sole point of contact with regard to contract matters. The primary contractor will be required to assume sole responsibility for delivery of all services.

2.11.1 Use of Sub-contractors

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

1.14 Failure to Enter Contract

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

1.15 Commencement of Work

The Successful Respondent agrees to commence work after the date of award by the Township and upon notice from the using department.

1.16 Time of Performance

It is hereby understood and mutually agreed, by and between the respondent and the Township, that the date on which the work shall be performed as specified in the RFP is an essential condition of this contract. It is further mutually understood and agreed that the work and contract time embraced in this Contract shall

commence on the date specified and that the resulting contract shall be performed during the time frames identified by the Township.

The respondent agrees that said services shall be performed regularly, diligently, and uninterruptedly such rate as will insure full completion thereof during the time specified. It is expressly understood and agreed, by and between the respondent and the Township, that the time of performance of the services described herein is a reasonable time for the performance of it.

1.17 Termination of Contract

Either party may terminate this contract without cause upon giving ninety (90) days written notice. However, if the Contractor terminates the contract pursuant to this provision the Contractor agrees to grant the Township an additional sixty (60) day extension, (for a total of 150 days), of the contract in order to find a suitable replacement for Contractor.

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

The contractor agrees to indemnify and hold the Township 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 Township under this provision.

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

Severability: The invalidity of one or more of the phrases, sentences, clauses or sections contained in this Contract will not affect the validity of the remaining portion of the Contract so long as the material purposes of the Contract can be determined and effectuated.

1.18 Non-Allocation of Funding Termination

Each fiscal year payment obligation of the Township is conditioned upon the availability of Township funds appropriated or allocated for the payment of such an obligation. If funds are not allocated and available for the continuance of any services performed by the Contractor hereunder, whether in whole or in part, the Township at the end of any particular fiscal year may terminate such services. The Township will notify the Contractor in writing immediately of any services that will be affected by a shortage of appropriated funds.

This provision shall not be construed so as to permit the Township to terminate this Agreement during the term, or any service hereunder, merely in order to acquire identical services from a third party contractor.

1.19 Force Majeure

Neither party shall be responsible for any resulting loss nor obligation to fulfill duties as specified in any of the terms or provisions of this Agreement if the fulfillment of any term or provision of this Agreement is delayed or prevented by any revolutions, insurrections, riots, wars, acts of enemies, national emergencies,

strikes, floods, fires, acts of God, or by any cause not within the control of the party whose performance is interfered with which by the exercise of reasonable diligence such party is unable to prevent. Additionally, if the fulfillment of any of the terms and provisions of this Agreement is delayed or prevented by any court order, or action or injunction or other such agreement, this Agreement shall become voidable by the Township by notice to each party.

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

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

1.22 Challenge of Specifications

Any respondent who wishes to challenge a specification shall file such challenge in writing with the Municipal Clerk no less than three (3) business days prior to the opening of the RFP's.

Challenges filed after that time shall be considered void and having no impact on the Township or the award of contract.

1.23 Ownership of Material

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

Ownership of all data, materials and documentation originated and prepared for the Township pursuant to this contract shall belong exclusively to the Township. All data, reports, computerized information, programs and materials related to this project shall be delivered to and become the property of the Township upon completion of the project. The contractor shall not have the right to use, sell, or disclose the total of the interim or final work products, or make available to third parties, without the prior written consent of the Township. All information supplied to the Township may be required to be supplied on CD-ROM/USB flash drive media compatible with the Township's computer operating system windows based, Microsoft Office 365.

Under state and federal statutes, certain government records are protected from public disclosure. The Township, the Contractor and any Subcontractors have a responsibility and an obligation to safeguard from public access an employee's personal information with which it has been entrusted when disclosure thereof would violate the employee's reasonable expectation of privacy. All payroll, personnel and health insurance related files are confidential. Additionally, the Contractor and any Subcontractors may be privy to sensitive law enforcement information or investigations during their review which must remain confidential. The Township reserves the right to make any public disclosure under the law. Also, among government records deemed confidential are administrative or technical information regarding computer hardware, software and networks that, if disclosed, would jeopardize computer security. The Contractor and any Subcontractor(s) are prohibited from the sale or distribution of all supplied information to any third party.

1.26 Source of Specifications/RFP Packages

Official Township Request for Proposal (RFP) packages for routine goods and services are available from the Municipal Clerk via email from tlawful@eastbrunswick.org at no cost to the prospective respondents. All addenda shall be provided to all Respondents who request the RFP package.

Potential respondents are cautioned that they are responding at their own risk if a third party supplied the specifications that may or may not be complete. The Township is not responsible for third party supplied RFP documents.

1.27 Altering Official Document

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

1.28 RFP Preparation of Forms

RFPs *must be signed in ink by the respondent*; all quotations shall be made with a typewriter/computer or pen and ink. Any quotation showing any erasure alteration must be initialed by the respondent in ink. Unit prices and totals are to be inserted in spaces provided.

1.29 Form W-9

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

SECTION 2

SCOPE OF SERVICES

2.1 Township Services Provided and Study Goals

The East Brunswick Sewer Utility collects wastewater from approximately 17,500 customers in East Brunswick, which is conveyed to the Middlesex County Utilities Authority for treatment. The system includes 20 pump stations, 170 miles of gravity mains and 14 miles of force mains.

The Township is requesting that the sewer rate study be completed with recommendations and findings included in a final report.

The Township's goal in the requested comprehensive Utility System Study are:

1. Recover from each customer the cost of providing service to that customer.
2. Provide for the recovery of all operating costs, and the amounts necessary to maintain reasonable operating reserves after funding operations, debt service, and capital projections.
3. Simplify customer classifications to ensure that they are appropriate and equitable.
4. Define separate Fixed and Variable costs allocated to all customer classes and those

specific to a class of customer.

5. Employ traditional cost-of-service rate-setting principles and approaches to ensure that class rate requirements are equitable.
6. Develop a proposed rate schedule that projects rates over a 5-year period that funds capital requirements.
7. Any proposed rate structure is required to be accommodated and integrated within the existing sewer billing system.
8. Review the current Connection Fee and recommend changes (use of either equity method or cost method of calculating system development charges).

2.2 Scope of Study

The Township specifically requests that the East Brunswick sewer study include the following:

1. Identify direct costs in the Utilities budget including all overhead costs, personnel, administrative, and operational costs. Classify costs based on the function they serve.
2. Review of existing sewer rate structures.
3. Consistency between rate schedules and fee schedules.
4. Consumption/revenue elasticity based upon proposed rate adjustments.
5. Adequate and equitable usage, demand, and basic charges.
6. Compliance with current environmental regulation.
7. Other potential areas that require changes if appropriate to the fee structure.
8. Provide an electronic model to use in future rate-setting scenarios
9. Up to two (2) presentations to Township Council
10. Age and condition of the sewer system and requirements for long-term funding.

2.3 Policy Directions

The study is to be performed in conformance with the following policy directions:

1. Evaluate the existing sewer rate structures for conformance with existing statutory regulations and make recommendations for any changes needed for compliance.

2. Identify direct costs included in the utility's budget and make recommendations to ensure the direct costs are aligned with the appropriate enterprise fund.
3. Evaluate overhead distribution formulas and develop recommendations that will improve equity of overhead between the sewer enterprise and among the various classifications in the enterprise fund.
4. Understand the costs of serving and benefits derived by various classification and make recommendations to achieve equitable balance between these classifications.
5. Review current meter service charges and make recommendations regarding the allocation of the fixed service-charge revenue and the volumetric charge revenues.
6. Examine and quantify the costs of future expansion and improvements to the current sewer system and quantify the benefits.
7. Review the existing sewer rate structure and make recommendations for improvements.
8. Prepare a model as a tool to supply information to the public, the Mayor and Council.

SECTION 3

DATA TO BE SUPPLIED BY THE TOWNSHIP SEWER UTILITY

The following information and documents shall be provided, the data shall be provided in electronic form where possible:

1. 2021 and 2022 Municipal and Sewer Utility Annual Budget
2. 2020 and 2021 Annual Township Audit Report including the Sewer Utility (or most recent two years)
3. Township debt service obligations related to Sewer Improvements
4. Trial Balance detail for the Sewer Fund as of 12/31/2021 and 12/31/2022 and detailed budget for the year ending 12/31/2022
5. Capital Improvements – past five years and for (2022-2018)
6. Capital Improvement plans by year (6 year plan) 2023 – 2027
7. A detailed schedule for the sewer assets
8. Number of Customers by class (2022-2023)
9. Billing analysis – customer class, usage, fixed and variable rates, other charges, miscellaneous charges, etc

10. Sewer Collection History – 5 years
11. Connection Fee History – 5 years
12. Most recent Sewer Rate Study performed
13. Map of the Sewer System
14. Union labor agreements
15. Township employees' sewer related salaries and allocation to the Sewer funds
16. Current Township ordinances authorizing present sewer rates.
17. 12-months detailed sewer billing information - including each bill rendered, the date of the bill, bill days, customer account, and sewer collection in Excel format
18. Footage of sewer mains by size as of 12/31/22.

SECTION 4

PROPOSAL REQUIREMENTS

4.1 Qualification Statement

A statement is to be provided by the respondent who will serve as the primary contractor. The statement shall set forth brief details of the firm's principal activities, the number of personnel in the firm and the firm's location. Please provide a list of (3) three clients similar in size municipal / county sewer utilities for whom similar services have been provided. Include the following in your response:

1. Name of government agency.
2. Contact person's name, position, and current telephone number.
3. Dates, cost and scope of service.
4. Status and comments

4.2 Key Personnel Information

The respondent shall provide the identity and the professional credentials of the principals and other key personnel either working for the contractor and their areas of responsibilities.

Contractor Personnel:

The Township may request replacement of any of the Contractor's personnel believed to be unable to carry out the responsibilities of the contract in a professional and competent manner.

4.3 Subcontractors

Respondents may engage the services of subcontractors for completion of this project. If their proposal involves any subcontractors, full details on the nature of the work to be performed by them and the location

in which the work is to be performed must be provided. The respondent understands that if selected, the Township prior to initiating any subcontracted work, must approve the use of subcontractors in writing. (Refer to Section 2.11 and Item 2.11.1 for more details)

4.4 Proposal Forms

The following forms are contained in the attachments. All forms are required and shall be completed and made part of the proposal submitted.

1. Letter of Intent
2. Statement of Ownership Disclosure
3. Non-Collusion Affidavit
4. Certification of Political Contributions
5. Prohibited Russia-Belarus Activities & Iran Investment Activities
6. Acknowledgement of Receipt of Addenda
7. Affirmative Action Certificate or Employee Information Report

4.5 Location of Servicing Office

The proposal must list the location and address of the present, active office that will service and manage this contract.

SECTION 5

EVALUATION, REVIEW AND SELECTION PROCESS

5.1 Qualification of the Respondent

The Township, by and using specific committees, independent consultants and others as deemed necessary and appropriate, will review all proposals meeting the criteria of this RFP. The Township's objective is to select the Respondent that will provide high quality and cost effective services. Respondents must demonstrate they have the capability, reputation, and willingness to provide high quality services to the Township in the manner described in this RFP.

5.2 Rejection of Proposals

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

5.3 Proposals to Remain Subject to Acceptance

RFP responses shall remain open for a period of sixty (60) calendar days from the stated submittal. The Township will either award the Contract within the applicable time period or reject all proposals. The Township may extend the decision to award or reject all proposals beyond the sixty (60) calendar days when the proposals of any respondents who consent thereto may, at the request of the owner, be held for consideration for such longer period as may be agreed.

5.4 Evaluation Process

An evaluation team will review all proposals to determine if they satisfy the Proposal Requirements, determine if a proposal should be rejected and evaluate the proposals based upon the Evaluation Criteria. All proposals will be evaluated, and points awarded from 0 to the maximum assigned to each criterion for a total possible points of 100. Should the respondent fail to address any of the criteria listed below, no points will be awarded. All evaluations of proposals will be based on objective data that is to be submitted by the respondent. The highest-ranking respondent will then be recommended to the governing body for award of contract, based on most advantageous price and other factors. The Township reserves the right to reach out to the respondents to get clarification on Proposals on specific items if necessary, during the deliberation process.

Evaluation Team – RFP respondents are prohibited from contacting any member of the evaluation team directly without a formal invitation. If it is found that a respondent has attempted to discuss their proposal with a team member without an invite, then their proposal may be deemed unresponsive. All questions during the evaluation period shall be directed to the Municipal Clerk.

5.5 Evaluation Criteria

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

This will be based on the quality of the content of the RFP and the respondent's ability to communicate a thorough understanding of the required tasks and the approach to meet the scope of work outlined in the RFP and other factors to be in the best interest of the Township. The proposals will be evaluated for general compliance with instructions and requests issued in the RFP. Non-compliance with significant instructions will be grounds for disqualification of proposals.

5.5.1 Technical Competence and Experience

Expertise of the firm shall be demonstrated by past contract successes providing sewer utility / government agencies with similar services and familiarity with the Township. The respondent will be evaluated on technical competence, experience, prior collaboration and successful completion of projects/services similar to that requested in this RFP including the ability of the respondent demonstrate a clear understanding of the scope of work and related objectives; evaluation of the completeness and responsiveness to the specific RFP requirements; past performance of the vendor's proposed methodology presented and proposed use of technology and techniques to perform all of the tasks and fulfill adequately the stated requirements.

5.5.2 Management and Personnel Qualifications

Management qualifications shall be demonstrated through Proposer's concept of the project including - project scheduling, proposed timeline and management plan; the firm's history and experience in performing the required work; demonstrated track record of service; and, industry experience. Personnel qualifications shall be demonstrated based on experience in performing similar work and availability of in-house personnel and other resources to be used.

5.5.3 Cost Criteria

Full explanation of the cost of services to be performed in total and price and component fees adequately explained or documented.

5.6 Timing

Work shall be completed no later than 60 days from the date of commencement which shall be on or about September 15, 2023.

5.7 Notice of Award

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

TOWNSHIP OF EAST BRUNSWICK

RFP DOCUMENT CHECKLIST

**Read,
Acknowledged,
Signed & Submitted
Respondent's Initial**

FAILURE TO SUBMIT ANY OF THESE ITEMS IS MANDATORY CAUSE FOR REJECTION OF RFP

1	Statement of Ownership Disclosure (Ex. D)	
2	Non-Collusion Affidavit (Ex. E)	
3	Certification of Political Contributions (Ex. G)	
4	Prohibited Russia-Belarus Activities & Iran Investment Activities (Ex. H)	
5	Acknowledgement of Receipt of Addenda (Ex. I)	
6	Affirmative Action Letter, Certificate or Employee Information Report AA-302 (Ex. C) (Submit Copy of State Certificate of Employee Information Report Prior to Contract Award)	
7	Proposed Timing of Work And Fee (Ex. J)	

SUBMIT DOCUMENTS AT TIME OF RFP RESPONSE DUE DATE

1	Letter of Intent (Ex. A)	
2	Qualification Statement	
3	Key Personnel Information	

**MUST POSSESS CERTIFICATE BY CONTRACT AWARD DATE
“SUBMISSION OF CERTIFICATE WITH RESPONSE PREFERRED”**

1	New Jersey Business Registration Certificate (BRC) from the State of New Jersey Department of Treasury, Division of Revenue) (N.J.S.A. 52:32-44) (Ex. F)	
2	New Jersey Business Registration Certificate – Named / Listed Subcontractor(s)	

DOCUMENTS REQUIRED BY CONTRACT AWARD DATE

1	Certificates of Insurance naming Township as additional insured	
---	---	--

READ ONLY

1	Americans With Disability Act of 1990 Language	
---	--	--

Signature: The undersigned hereby acknowledges that he/she has submitted the required documents with the Qualifications Statement and will submit the remaining required documents prior to execution of a contract with the Township.

Name of Respondent/ Firm: _____

Print Name and Title: _____

Signature: _____

Date: _____

Exhibit A

TOWNSHIP OF EAST BRUNSWICK

LETTER OF INTENT

(To be prepared on Respondent's Letterhead. No modifications may be made to this letter)

Date:

Nennette Perry, Municipal Clerk
Township of East Brunswick
1 Jean Walling Civic Center Drive
East Brunswick, New Jersey 08816-1081

Re: Letter of Intent

Dear Ms. Perry:

The undersigned, as Respondent, has (have) submitted the attached Proposal in response to a Request for Proposals (RFP), issued by the Township of East Brunswick dated _____ in connection with the "Project". The undersigned hereby states:

1. The Proposal contains accurate, factual and complete information to the best of our knowledge and belief. The Proposal is submitted in good faith. I/we understand that any false statement may result in my/our disqualification.
2. Respondent agrees to participate in good faith in the procurement process described in the RFP and to adhere to the Township's procurement schedule.
3. Respondent acknowledges that all costs incurred by it (them) in connection with the preparation and submission of the Proposal, amendments thereto, and any other documents prepared and submitted in response to the RFP, or any negotiation which results therefrom shall be borne exclusively by the Respondent
4. Respondent hereby declares that the only persons anticipated by Respondent to perform the professional services for which this Proposal is submitted are named herein and that no person other than those herein named participated in this Proposal or will participate in any contract to be entered into between Respondent and the Township. Respondent declares that this Proposal is made without connection with any other person, firm or parties who has submitted a Proposal, except as expressly set forth below, and that it has been prepared and submitted in good faith and without collusion or fraud.
5. Respondent acknowledges and agrees that the Township may modify, amend, suspend and/or terminate the procurement process (in its sole judgment).
6. Respondent acknowledges that if it becomes the Successful Respondent and is awarded a contract to provide the Services, it shall comply with all applicable affirmative action and equal employment opportunity laws

Signed: _____

Printed: _____

Title: _____

*If a joint venture, partnership or organization other than a natural person is submitting a Proposal, this Letter of Qualification must be signed by an individual with the authority to bind the organization

Exhibit B

TOWNSHIP OF EAST BRUNSWICK

EXHIBIT A - MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE PER N.J.S.A. 10:5-31 *et seq.* and N.J.A.C. 17:27 *et seq.* 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 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, affectional or sexual orientation, gender identity or expression, disability, nationality 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 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 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 township employment goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable township 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, 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 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, 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 Div. of Contract Compliance & EEO 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 Div. of Contract Compliance & EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

SAMPLE CERTIFICATE OF EMPLOYEE INFORMATION REPORT

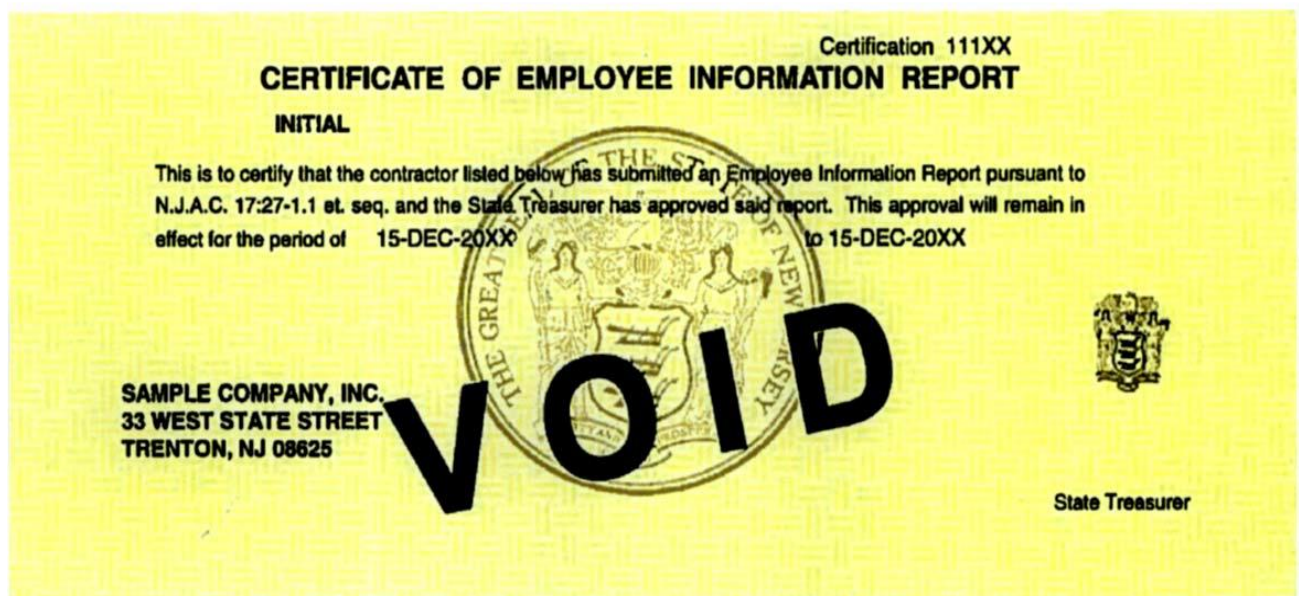


Exhibit C

TOWNSHIP OF EAST BRUNSWICK

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

The RESPONDENT and the TOWNSHIP OF EAST BRUNSWICK (herein referred to as the TOWNSHIP) do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S12101 *et 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 regulation promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the TOWNSHIP pursuant to this contract, the RESPONDENT agrees that the performance shall be in strict compliance with the Act. In the event the RESPONDENT, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the RESPONDENT shall defend the TOWNSHIP in any action or administrative proceeding commenced pursuant to this Act. The RESPONDENT 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 the alleged violation. The RESPONDENT shall, at its own expense, appear, defend, and pay any and, all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the TOWNSHIP'S grievance procedure, the RESPONDENT agrees to abide by any decision of the TOWNSHIP, which is rendered pursuant to, said grievance procedure. If any action or administrative proceeding result 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 RESPONDENT shall satisfy an 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 RESPONDENT 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 RESPONDENT 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 RESPONDENT pursuant to this contract will not relieve the RESPONDENT of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the TOWNSHIP pursuant to this paragraph.

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

Exhibit D
TOWNSHIP OF EAST BRUNSWICK
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 non-corporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. Attach additional sheets if more space is needed.

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	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/ respondent; that the ***Township of East Brunswick*** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with ***Township of East Brunswick*** to notify the ***Township of East Brunswick*** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the ***Township of East Brunswick*** to declare any contract(s) resulting from this certification void and unenforceable.

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

Exhibit E

**TOWNSHIP OF EAST BRUNSWICK
NON-COLLUSION AFFIDAVIT**

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

I am _____ of the firm of
_____, the Respondent herein, and I
executed the Respondent with full authority to do so; that the Respondent has not directly or indirectly,
entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free,
competitive proposing in connection with the above-named Vendor, and that all statements contained in
the Proposal and in this affidavit are true and correct, and made with full knowledge that the Township of
East Brunswick relies upon the truth of the statements contained in the Proposal and the statement in this
affidavit in awarding the contract.

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

Signature

Print or Type Name and Title

Exhibit F

TOWNSHIP OF EAST BRUNSWICK

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

PREFER WITH RFP RESPONSE, REQUIRED BY LAW PRIOR TO AWARD OF CONTRACT


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

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

TAXPAYER NAME: TAX REGISTRATION TEST ACCOUNT
TRADE NAME: CLIENT REGISTRATION
TAXPAYER IDENTIFICATION#: 970-097-382/500
SEQUENCE NUMBER: 0107330
ADDRESS: 847 ROEBLING AVE
TRENTON NJ 08611
ISSUANCE DATE: 07/14/04
EFFECTIVE DATE: 01/01/01
FORM-BRC(08-01)

John S. Tully
Acting Director

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

**STATE OF NEW JERSEY**
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: TAX REG TEST ACCOUNT
Trade Name:
Address: 847 ROEBLING AVE
TRENTON, NJ 08611
Certificate Number: 1093907
Date of Issuance: October 14, 2004

For Office Use Only:
20041014112823533

Exhibit G

TOWNSHIP OF EAST BRUNSWICK

CERTIFICATION OF POLITICAL CONTRIBUTIONS

Name of Business Entity: _____
(Respondent) _____

Contact Person: _____
(Name and Title)

Proposal Submitted for: _____
(i.e., Township Engineer; Labor Counsel, etc.)

Date of Proposal: _____

STATE OF NEW JERSEY)
 ss:
COUNTY OF _____)

_____, being duly sworn, upon his/her oath deposes and says:

I am _____ of the Respondent referenced above.
(title)

I have read Township of East Brunswick Ordinance No. 06-13 Establishing Restrictions on the Award of Contracts to Professional Entities and Certain Other Entities Who Make Certain Political Contributions, and pursuant to Section 3 (a) thereof, and I state that the Respondent has not made any contributions in violation of Section 1 of Ordinance No. 06-13.

Exhibit H

TOWNSHIP OF EAST BRUNSWICK

Person or Entity

Part 1: Certification

COMPLETE PART 1 BY CHECKING ONE OF THE THREE BOXES BELOW

Pursuant to law, any person or entity that is a successful bidder or proposer, or otherwise proposes to enter into or renew a contract, for goods or services must complete the certification below prior to contract award to attest, under penalty of perjury, that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list or Chapter 25 list as a person or entity engaging in prohibited activities in Russia, Belarus or Iran. Before a contract for goods or services can be amended or extended, a person or entity must certify that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list. Both lists are found on Treasury's website at the following web addresses:

<https://www.nj.gov/treasury/administration/pdf/RussiaBelarusEntityList.pdf>
www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf.

As applicable to the type of contract, the above-referenced lists must be reviewed prior to completing the below certification.

A person or entity unable to make the certification must provide a detailed, accurate, and precise description of the activities of the person or entity, or of a parent entity, subsidiary, or affiliate, engaging in prohibited activities in Russia or Belarus and/or investment activities in Iran. The person or entity must cease engaging in any prohibited activities and provide an updated certification before the contract can be entered into.

If a vendor or contractor is found to be in violation of law, action may be taken as appropriate and as may be 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.

CONTRACT AWARDS AND RENEWALS



I certify, pursuant to law, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate appears on the N.J. Department of Treasury's lists of entities engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3 or in investment 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. (Skip Part 2 and sign and complete the Certification below.)

CONTRACT AMENDMENTS AND EXTENSIONS



I certify, pursuant to law, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate is listed on the N.J. Department of the Treasury's lists of entities determined to be engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3. 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. (Skip Part 2 and sign and complete the Certification below.)

IF UNABLE TO CERTIFY



I am unable to certify as above because the person or entity and/or a parent entity, subsidiary, or affiliate is listed on the Department's Russia-Belarus list and/or Chapter 25 Iran list. I will provide a detailed, accurate, and precise description of the activities as directed in Part 2 below, and sign and complete the Certification below. Failure to provide such will prevent the award of the contract to the person or entity, and appropriate penalties, fines, and/or sanctions will be assessed as provided by law.

Part 2: Additional Information

PLEASE PROVIDE FURTHER INFORMATION RELATED TO PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS AND/OR INVESTMENT ACTIVITIES IN IRAN.

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

Part 3: Certification of True and Complete Information

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

I acknowledge that the <Name of Contracting Unit> 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 <Name of Contracting Unit> to notify the <Name of Contracting Unit> 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. 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 <Name of Contracting Unit> and that the <Name of Contracting Unit> at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print)		Title	
Signature			Date

Exhibit I

TOWNSHIP OF EAST BRUNSWICK

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA

The undersigned hereby acknowledges receipt of the following Addenda:

<u>Addendum Number</u>	<u>Date</u>
_____	_____
_____	_____
_____	_____

Acknowledged for _____
Name of Respondent

By _____
Signature of Authorized Representative

Name _____
(Print or Type)

Title _____

Date _____

Exhibit J

TOWNSHIP OF EAST BRUNSWICK

PROPOSED TIMING OF WORK AND FEE

Timing

Can the work be completed no later than 75 days from the date of commencement which shall be on or about November 25, 2019?

YES _____

NO _____

Fee

List or attach information regarding proposed charges:

1. _____ \$ _____

2. _____ \$ _____

3. _____ \$ _____

4. _____ \$ _____

5. _____ \$ _____

TOTAL \$ _____

Acknowledged for _____
Name of Respondent

By _____
Signature of Authorized Representative

Name _____
(Print or Type)

Title _____

Date _____

*This form need not be submitted. It is provided for use in assuring compliance with all required documentation.

TOWNSHIP OF EAST BRUNSWICK
SEALED SUBMISSION LABEL FOR PROPOSAL

Please Tape This Label To The Front Of Your Sealed Submission

DO NOT OPEN
IMPORTANT - SEALED SUBMISSION ENCLOSED

NAME COMPANY: _____

ADDRESS: _____

TO: TOWNSHIP OF EAST BRUNSWICK
ATTN: MUNICIPAL CLERK
1 CIVIC CENTER DRIVE
EAST BRUNSWICK, NJ 08816-1081

TITLE OF SUBMISSION:
