

**PUBLIC NOTICE**

**TOWNSHIP OF MIDDLETOWN  
COUNTY OF MONMOUTH**

**NOTICE IS HEREBY GIVEN** that the submission of bids for professional services being sought pursuant to the Fair and Open Process (N.J.S.A. 19:44A-20.4 et seq.) will be opened and livestreamed online by the Township Administrator of the Township of Middletown in the County of Monmouth, State of New Jersey on **Thursday, December 17, 2020 at 11:00 a.m.** prevailing time for the following positions:

1. Township Attorney
2. General Special Counsel
3. Conflicts Counsel
4. Labor Counsel
5. Workers Compensation Counsel
6. Bond Counsel
7. Tax Appeal and Foreclosure Counsel
8. Township Auditor
9. Qualified Consulting Engineers
10. Risk Management Consultant
11. Planning Board Attorney (appointed by Planning Board)
12. Zoning Board Attorney (appointed by Zoning Board)
13. Planning Board Engineer (appointed by Planning Board)
14. Planning Board Conflict Engineer (appointed by Planning Board)
15. Zoning Board Engineer (appointed by Zoning Board)
16. Zoning Board Conflict Engineer (appointed by Zoning Board)
17. Grant Writing Consultant
18. Architect of Record
19. Third Party Administration Services for Workers Compensation, Auto and Liability Claims
20. Redevelopment Planner
21. Traffic Engineering Firm
22. Government Affairs Consultant
23. Real Estate Broker/Consultant

Standardized submission requirements and selection criteria are available on the Township's website at [www.middletownnj.org](http://www.middletownnj.org) or may be requested by email from the Township Clerk at: [MiddletownRFP@middletownnj.org](mailto:MiddletownRFP@middletownnj.org). Hard copies may be requested by appointment only.

All professional service contractors are required to provide a Business Registration Certificate pursuant to N.J.S.A. 52:32-44, a Certificate of Employee Information Report pursuant to N.J.S.A. 10:5-31 and N.J.A.C. 17:27, submissions by corporations and partnerships shall include a completed Disclosure of Ownership form pursuant to N.J.S.A. 52:25-24.2, and a complete a Non-Collusion Affidavit. The Township Committee reserves the right to reject any or all submissions due to any defects or waive informalities and accept any submissions that in their judgment will be in the best interest of the Township. The Township Committee shall award the contract or reject all submissions no later than 60 days from the date of receipt of the same.

HEIDI BRUNT, RMC  
TOWNSHIP CLERK

## SUBMISSION INSTRUCTIONS

1. The Township of Middletown is soliciting proposals pursuant to the Fair and Open Process (N.J.S.A. 19:44A-20.4 et seq.) for the provision of professional services to the Township for the calendar year 2021. Proposals will be accepted for the specific professional services set forth in the Public Notice, a copy of which is attached hereto.
2. All proposals may be submitted electronically to [MiddletownRFP@middletownnj.org](mailto:MiddletownRFP@middletownnj.org) or delivered via U.S. mail or delivery service. **Please note that the delivery of non-electronic submissions may be delayed due to coronavirus related restrictions.** The subject line of the email or hard copy of any sealed submission shall be clearly marked "PROPOSAL" with the name of the contract title(s) being sought. A cover letter shall be included with the submission, which shall be addressed to:

Township Administrator  
Township of Middletown  
One Kings Highway  
Middletown, New Jersey 07748

3. **All proposals shall be submitted and received no later than Thursday, December 17, 2020 at 11:00 a.m.**
4. **All emailed proposals shall be submitted as a PDF or Microsoft Word attachment that does not exceed 10MB. The proposed form of contract shall be included as a separate attachment, which must be in Microsoft Word format.**
5. **All hard copies of sealed proposals delivered to the Township must also include electronic copies of the submission pursuant to the same parameters set forth above governing electronic submissions.**
6. 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; three references; and a proposal for compensation or a schedule of fees to be charged for such professional services.
7. All proposals will be evaluated by the Township Committee of the Township of Middletown, except for proposals for professional services to be rendered to the Middletown Township Planning Board, the Middletown Township Board of Adjustment. Such proposals will be forwarded to those bodies for evaluation and determination pursuant to the Municipal Land Use Law.
7. All proposals will be evaluated by the Township 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 Middletown and the subject matter to be addressed under the contract;
  - d. Availability to accommodate any required meetings;
  - e. Support staff availability;

- f. Compensation proposal; and
- g. Other factors, if determined to be in the best interest of the Township of Middletown and its agencies.

8. **All proposals shall include a form of contract intended to be executed between the contractor and the Township. This form of contract shall be provided in Word format.**

## DESCRIPTION OF PROFESSIONAL SERVICES NEEDED

### **Township Attorney**

The Township Attorney must be an *individual* licensed to practice law in the State of New Jersey who is appointed by the Township Committee to serve as the Township's statutorily mandated municipal attorney compensated by way of the Township's salary ordinance separate and apart from any other professional legal services. See Township Code section 7-32. The Township Attorney shall serve as the general counsel and designated legal officer to the Township Committee and department heads of the Township and is expected to attend meetings of the Township Committee, approve all resolutions, ordinances and instruments as to form and defensibility, and provide management, recommendations and support in relation to legal matters and other proceedings handled by appointed special counsels and insurance carriers.

### **General Special Counsel**

The Township's general special counsel may be an individually licensed attorney or law firm that handles the majority of the Township's litigation, administrative proceedings, land use and real estate transactions, compliance and due diligence, and provides counseling on non-routine and reoccurring legal matters that may require more extensive legal research and analysis for the Township Committee and department heads. The Township Attorney, or law firm to which the Township Attorney is affiliated with, may serve as the general special counsel, but must be appointed by separate resolution for the provision of professional legal services billed at an hourly or flat rate.

### **Conflicts Counsel**

To serve in the place of the Township Attorney or other special counsel in the case of any conflicts required to be addressed by separate counsel under the Rules of Court or for other reasons. Conflicts counsel be an individually licensed attorney or law firm appropriately licensed in the State of New Jersey to be paid at an hourly rate. Multiple qualified attorneys or law firms may be appointed and assigned to cases as needed.

### **Labor Counsel**

The Township's labor counsel may be an individually licensed attorney or law firm that is responsible for participating in labor negotiations, arbitration, mediation and litigation with the Township's bargaining units and/or individually contracted employees, and individual labor and employment matters, such as, employee claims against the Township, defense of employees and/or officers of the Township in labor-related matters, disciplinary proceedings against employees, and PERC and other employee or labor-related administrative proceedings. Multiple qualified attorneys or law firms may be appointed and assigned to cases as needed.

### **Workers Compensation Counsel**

The Township's workers compensation counsel may be an individually licensed attorney or law firm that, in coordination with the Township's insurers and/or claims administrators, is responsible for all workers compensation claim matters. Multiple qualified attorneys or law firms may be appointed and assigned to cases as needed.

### **Bond Counsel**

The Township's bond counsel may be an individually licensed attorney or law firm with a significant background in local public finance that handles all matters in connection with public financing and indebtedness, including but not limited to the authorization, issuance, sale and delivery of Bonds and/or Bond anticipation notes for the Township, including the preparation of any bond ordinances, the preparation of resolutions authorizing financing, the preparation and review of the notice of sale and the bond or bond anticipation notes, the assistance in the preparation and review of Official Statement, the preparation of all closing documents necessary for the issuance of bonds or bond anticipation notes,

attendance at the closing of the bonds or bond anticipation notes, preparation and providing final approving opinions for bond or bond anticipation note issuances.

#### **Tax Appeal and Foreclosure Counsel**

The Township's Tax Appeal and Foreclosure Counsel may be an individually licensed attorney or law firm that works under the direction of the Township's Tax Assessor to defend the Township in tax appeals before the Monmouth County Board of Taxation and the State Tax Court. This firm or attorney will also be expected to file and pursue tax foreclosures when requested by the Township in coordination with the Tax Collector's office.

#### **Township Auditor**

The Township Auditor shall perform the audit of the Township's and the Middletown Township Public Library's financial records for the year ending December 31, 2020, serve as the Township Auditor for the calendar year 2021, and perform the duties prescribed by law all in accordance with generally accepted auditing standards and the laws and regulations of the State of New Jersey. The Auditor will also be required to conduct a LOSAP review for the Township. The Township Auditor shall also perform such duties and render such services as directed by the Township Committee, Administrator and Chief Financial Officer, including providing assistance in the preparation of the 2021 budget, and in the preparation of the Township's annual financial and debt statements. The Auditor should provide a lump sum cost for the calendar year.

#### **Qualified Consulting Engineer**

The Township's Qualified Consulting Engineers shall be individuals or firms that are licensed professional engineers in the State of New Jersey. Beginning in 2015, the Township began appointing a list of Qualified Consulting Engineers who are assigned by the Township on a project basis that may be individually bid based on particularized areas of expertise (environmental, structural, traffic, etc.), lack of probability of potential conflicts and competitive pricing. A Qualified Consulting Engineer, shall be capable of providing any of the professional engineering services required under sections 7-42 and 43 of the Code of the Township of Middletown, or other related services, in accordance with generally accepted engineering standards and the laws and regulations of the State of New Jersey. Qualified Consulting Engineers may periodically be requested to attend meetings of the Township Committee and other meetings. Services to be provided may also include professional planning review and preparation of written reports on studies, programs, etc. prepared by federal, state and county agencies as deemed necessary by the Township. Preparation of special reports on specific problems, new planning documents, master plan documents, zoning ordinance amendments, and/or such other planning matters as may be required by the Township. If available, the qualifications submitted shall also identify a licensed professional planner with certification from the American Institute of Certified Planners who shall be responsible for any planning services that may be required by the Township from time to time.

#### **Risk Management Consultant**

The Township's Risk Management Consultant shall assist the Township in identifying its insurable property and casualty exposures; recommend professional methods to reduce, assume or transfer risk or loss, provide assistance in the application for and negotiation of selected policies; review Certificates of Insurance provided by contractors, vendors and professionals; review the Township's assessments, assist in the preparation of the annual insurance budget; and generally assist the Township with its loss containment objectives.

#### **Planning Board Attorney (appointed by Planning Board)**

The Planning Board Attorney shall be a licensed attorney or law firm that will provide legal services to the Planning Board for the Township of Middletown as required under the Municipal Land Use Law and Land Use Ordinances of the Township of Middletown.

**Zoning Board Attorney (appointed by Zoning Board)**

The Zoning Board attorney shall be a licensed attorney or law firm that will provide legal services to the Zoning Board of Adjustment for the Township of Middletown as required under the Municipal Land Use Law and Land Use Ordinances of the Township of Middletown.

**Planning Board Engineer (appointed by Planning Board)**

The Township's Planning Board Engineer shall be a licensed professional engineer that will provide professional engineering services to the Planning Board for the Township of Middletown as required under the Municipal Land Use Law and Land Use Ordinances of the Township of Middletown, including conducting reviews and providing reports on all development and site plan applications as requested by the Planning Board or the Township's Planning Department. Services to be provided may also include professional planning review and preparation of special reports on specific problems, new planning documents, master plan documents, zoning ordinance amendments, and/or such other planning matters as may be required by the Board. The qualifications submitted shall identify a licensed professional planner with certification from the American Institute of Certified Planners who shall be responsible for any planning services performed.

**Planning Board Conflict Engineer (appointed by Planning Board)**

The Planning Board will be appointing a Conflict Engineer that must meet the same qualifications and standards expected of the Planning Board Engineer to provide any and all of the services required by the Planning Board Engineer in the case of a known or probable conflict.

**Zoning Board Engineer (appointed by Zoning Board)**

The Township's Zoning Board Engineer shall be a licensed professional engineer that will provide professional engineering services to the Zoning Board of Adjustment for the Township of Middletown as required under the Municipal Land Use Law and Land Use Ordinances of the Township of Middletown, including conducting reviews and providing reports on applications before the Zoning Board of Adjustment as requested by the Zoning Board or the Township's Planning Department. Services to be provided may also include professional planning review and preparation of special reports on specific problems, new planning documents, master plan documents, zoning ordinance amendments, and/or such other planning matters as may be required by the Board. The qualifications submitted shall identify a licensed professional planner with certification from the American Institute of Certified Planners who shall be responsible for any planning services performed.

**Zoning Board Conflict Engineer (appointed by Zoning Board)**

The Zoning Board will be appointing a Conflict Engineer that must meet the same qualifications and standards expected of the Zoning Board Engineer to provide any and all of the services required by the Zoning Board Engineer in the case of a known or probable conflict.

**Grant Writing Consultant**

The Township's Grant Writing Consultant shall provide the Township with assistance in finding and pursuing grant opportunities and assistance with preparation of grant applications. Applicants must demonstrate a minimum of 5 years experience in the writing of grants and grant applications and shall provide a list of successful applications during at least the past 5 years and references. Applicants should demonstrate some experience in providing similar services to local government entities. Applicant shall include proposed fees in terms of either hourly rates or a lump sum not to exceed amount.

**Architect of Record**

The Township requires the services of a licensed professional architect, or firm, with experience serving public entities in New Jersey. The architect shall be capable of preparing construction documents, be experienced with bid development and evaluation, and construction administration and inspections. The architect shall also be familiar with code requirements and standards associated with the ADA and regulations promulgated thereunder. The scope of services of the Architect of Record are limited to projects with an estimated cost not to exceed \$50,000, otherwise architectural services may be advertised and bid on a separate competitive project basis. Submissions will also be accepted for Architects of Record that may wish to serve on a conflict basis.

**Third Party Administrator for Workers Compensation, Auto and General Liability Claims**

The Township requires the services of a Third Party Administrator ("TPA") to address the Township's significant volume of workers' compensation, auto and general liability claims. The TPA shall manage the Township's obligations to employees who sustain bodily or neurological injury and/or occupational diseases in the Township's service or employ, as well as, automobile and general liability claims the usually fall under the Township's self-insured retention unless other insurance coverage is available. The TPA, in conjunction with experienced legal counsel appointed by the Township, shall be required to: (1) maintain accurate records of all details incident to all cases filed; (2) compile and file all notices and reports required under the Workers' Compensation Law and regulations; (3) provide care and medical supervision, administration and disposition of cases filed by employees or claimants against the Township; (4) provide the Township with a monthly report on all cases, claims, legal and other related expenses; and (5) assist the Township in addressing any suspected incidents of fraud or abuse. The TPA shall provide a lump sum cost for the calendar year and fully disclose any financial arrangements it may have with third party vendors, such as managed care and bill repricing vendors, along with detailing the compensation arrangements provided by any of these vendors. Such arrangements will not necessarily disqualify a TPA, but will be considered as a factor as to whether the TPA's fee proposal is competitive.

**Redevelopment Planner**

The Township seeks to qualify licensed planners, or firms with licensed planners, with significant experience in redevelopment-related matters, including but not necessarily limited to conducting preliminary redevelopment or rehabilitation investigations, the development of redevelopment plans and related services that may become necessary for various sites throughout the Township. These services would include presenting before both the governing body and the Planning Board as necessary.

**Traffic Engineering Firm**

The Township seeks a traffic engineering firm to provide expertise in the application of traffic engineering principles and practices to facilitate the safe and efficient movement of pedestrian, bicycle, and vehicular traffic within the Township. The Traffic Engineering Firm will conduct and/or review traffic engineering, traffic analysis, and transportation studies or project-specific, traffic-related issue analyses. The Traffic Engineering Firm should be equipped to provide, on request, comprehensive evaluations of existing and projected traffic conditions and offer input into design considerations for intersections, crossings, speed bumps, parking lots, traffic signals and signs, pavement markings, and jughandles. Traffic Engineering Firms seeking this position must have the ability to collect and analyze field data, develop solutions for traffic engineering and safety issues, develop alternative traffic calming programs, and review development plans.

**Government Affairs Consultant**

The Township seeks qualified firms, teams, or individuals interested in leading the Township's government affairs and state/federal lobbying efforts. The Government Affairs Consultant will assist the Township in raising its profile with government officials, community leaders, business leaders, and industry groups. The Consultant will be expected to develop strategies and advocate for opportunities to influence legislation, regulations, and policy that advance the interests of the Township. The Consultant will monitor, report, and advise on legislation, regulations, and/or policy directives at the federal and

state levels that affect the Township, and the Consultant will offer strategic planning in connection with these initiatives. The Consultant will serve as the Township's liaison and assist in developing, cultivating, and utilizing relationships with state legislators and officials, their staff members, relevant committees, and agencies, for the benefit of the Township. The Consultant will assist the Township with media relations and crisis management should the need arise.

**Real Estate Broker/Consultant**

The individual or firm applying for the position of real estate broker/consultant should be a licensed real estate broker with a minimum of 5 years of experience and a general familiarity with the Local Lands and Buildings Law governing the disposition of governmental properties for purchase, sale and/or lease. The individual or firm should also be generally familiar with Green Acres rules regarding property acquisition and appraisal. Specifically, the Township requires immediate assistance in relation to the negotiation and acquisition of property easements, rights of way, etc. in relation to the Port Monmouth Flood Control Project. Tasks would include, but not necessarily be limited to, providing assistance to the Township Engineer, Attorney and other professionals with the coordination of surveys, appraisals, contracts, maps, deeds and other real estate relate instruments for closings, setting up site inspections, site visits, and meetings. It would be expected that the individual or firm be comfortable with and accustomed to communicating with residents, businesses, and other governmental agencies, as necessary. Local knowledge of the Bayshore area of Middletown is a plus. Fee proposals could be on an hourly, flat fee per transaction, commission basis, or combination thereof, depending on the nature of the work being provided. Some of the work provided may be reimbursable to the Township through other governmental agencies, so rate proposals may need to be negotiated to conform to acceptable rates for such entities to be determined.



## **GENERAL INFORMATION FOR ALL APPLICANTS**

### **I. SUBMISSION OF QUALIFICATIONS**

- A. The Township of Middletown invites the submission of electronic proposals pursuant to the Public Notice and Submission Instructions provided above.
- B. All submissions must be received by the designated representative at the time and place stated in the Submission Instructions provided above.
- C. It is the applicant's responsibility to see that proposals are presented to the Township on the hour and in the manner designated. Proposals received after the designated time and date will be returned unopened.
- D. 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.
- E. 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 Township. 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 applications should be promptly reported in writing to the appropriate official. In the event the applicant fails to notify the Township 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 Township'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 receipt 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 Township's interpretations or corrections thereof shall be final.

### **III. 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. 10:5-32 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:
  - a. A photocopy of a valid letter for an approved Federal Affirmative Action Plan (good for one year from the date of the letter), or
  - b. A photocopy of an approved Certificate of Employee Information Report, or
  - c. 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).

#### **B. Stockholder Disclosure**

Chapter 33 of the Public Laws of 1977 provides that no corporation or partnership shall be awarded any contract for the performance of any work or the furnishing of any materials or supplies, unless, prior to the receipt of the 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. Form of Statement shall be completed and attached to the proposal.

#### **C. Non-Collusion Affidavit**

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

#### **D. 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 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 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, c 134 (N.J.S.A. 52:32-44 et al) or subsection e. or f. of section 91 of P.L. 1977, c. 110 (N.J.S.A. 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 or 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.**

#### **IV. 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 Township 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 Township 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 Township for damages sustained by the Township by virtue of any breach of the contract by the contractor and the Township may withhold any payments to the contractor for the purpose of compensation until such time as the exact amount of the damage due the Township from the contractor is determined.
- C. 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.
- D. In case of default by the successful applicant, the Township may procure the articles or services from other sources and hold the successful applicant responsible for any excess cost occasioned thereby.

**PROPOSAL FORM**

**2021 PROFESSIONAL SERVICES  
TOWNSHIP OF MIDDLETOWN**

Date: \_\_\_\_\_

Primary Contact: \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

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

- \_\_\_\_\_ Township Attorney
- \_\_\_\_\_ General Special Counsel
- \_\_\_\_\_ Conflicts Counsel
- \_\_\_\_\_ Labor Counsel
- \_\_\_\_\_ Workers Compensation Counsel
- \_\_\_\_\_ Bond Counsel
- \_\_\_\_\_ Tax Appeal and Foreclosure Counsel
- \_\_\_\_\_ Township Auditor
- \_\_\_\_\_ Qualified Consulting Engineers
- \_\_\_\_\_ Risk Management Consultant
- \_\_\_\_\_ Planning Board Attorney (appointed by Planning Board)
- \_\_\_\_\_ Zoning Board Attorney (appointed by Zoning Board)
- \_\_\_\_\_ Planning Board Engineer (appointed by Planning Board)
- \_\_\_\_\_ Planning Board Conflict Engineer (appointed by Planning Board)
- \_\_\_\_\_ Zoning Board Engineer (appointed by Zoning Board)
- \_\_\_\_\_ Zoning Board Conflict Engineer (appointed by Zoning Board)
- \_\_\_\_\_ Grant Writing Consultant
- \_\_\_\_\_ Architect of Record/Conflict Architect of Record
- \_\_\_\_\_ Third Party Administrator for Workers' Compensation, Auto and General Claims
- \_\_\_\_\_ Redevelopment Planner
- \_\_\_\_\_ Traffic Engineering Firm
- \_\_\_\_\_ Government Affairs Consultant
- \_\_\_\_\_ Real Estate Broker/Consultant

**TOWNSHIP OF MIDDLETOWN  
REQUEST FOR QUALIFICATIONS:  
2021 PROFESSIONAL SERVICES  
PROPOSAL DUE DATE: Thursday, December 17, 2020 at 11:00 a.m.  
CHECK LIST OF REQUIRED DOCUMENTS**

**The following items are required submissions in this proposal package:**

	<b>Initials</b>
Proposal Form	_____
Checklist of Required Documents, signed below	_____
Proposal Acknowledgement Form	_____
Disclosure of Ownership	_____
Affidavit of Non-Collusion	_____
Affirmative Action Certification or Report	_____
Applicant and Sub-Applciant Business Registration Certificate (s)	_____
Proposed Form of Contract (in Word format)	_____
Exhibit A to Proposed Contract – Mandatory Equal Opportunity Language	_____
Exhibit B to Proposed Contract – Mandatory ADA Language	_____

**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 ACKNOWLEDGMENT FORM**

**2021 PROFESSIONAL SERVICES WITHIN  
THE TOWNSHIP OF MIDDLETOWN**

The undersigned declares that they have 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 2021 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)

**DISCLOSURE OF OWNERSHIP**  
N.J.S.A. 52:25-24.0 (P.L. 1977, c.33)

Check One:

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

☐ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

**LEGAL NAME OF APPLICANT:**

\_\_\_\_\_

- ☐ Limited Partnership
- ☐ Subchapter S Corporation
- ☐ Limited Liability Company
- ☐ Partnership
- ☐ Corporation (Profit or Non-Profit)
- ☐ Sole Proprietorship
- ☐ Limited Liability Partnership
- ☐ Other \_\_\_\_\_

**Complete if the applicant/respondent is one of the three (3) types or corporations:**

Date Incorporated: \_\_\_\_\_ Where Incorporated: \_\_\_\_\_

Business Address:

\_\_\_\_\_  
Street Address City State Zip

\_\_\_\_\_  
Telephone Number Fax Number

Listed below are the names and addresses of all stockholders, partners or individuals who own ten (10) percent or more of its stock of any classes, or who own ten percent (10%) or greater interest therein.

**(To be completed by for profit only)**

Full Name of Individual Address of Individual Share (%) Owned

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

Notes:

1. Attach additional sheets in this format, if necessary.
2. If an organization is show as a greater than 10% ownership, attach a similar breakdown of their/its individual owners.



### 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 Middletown, Monmouth County, 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 bona fide employees of or bona fide established commercial selling agencies maintained by the applicant.

Sworn and subscribed to:

Before me on this \_\_\_\_ day of \_\_\_\_\_, 2020

---

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).

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**

### **MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127) and N.J.A.C. 17:27**

#### **GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS**

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will 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 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, 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.**

## EXHIBIT B

### **Americans with Disabilities Act Mandatory Language Equal Opportunity for Individuals with Disabilities**

The contractor and the Township of Middletown (hereinafter the "Township") do hereby agree that the provisions of Title II of the Americans with Disabilities Act of 1990 (the "Act"), 42 U.S.C. §12101 et seq., which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities and the rules and regulations promulgated 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 contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the Township in any action or administrative proceeding commenced pursuant to this Act. 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 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 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 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 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 at law.

**AGREEMENT TO PROVIDE PROFESSIONAL SERVICES**  
**AS \_\_\_\_\_**

**THIS AGREEMENT** authorized by Resolution No. 21-\_\_\_\_ the \_\_\_\_ day of January 2021 by and between the **TOWNSHIP OF MIDDLETOWN**, a Municipal Corporation of the State of New Jersey in the County of Monmouth, State of New Jersey, having its principal offices at Town Hall, One Kings Highway, Middletown, New Jersey 07748 (“the Township”), and \_\_\_\_\_, its successors and/or assigns, whose address is \_\_\_\_\_ (“the Firm”).

**NOW, THEREFORE, WITNESSETH THIS AGREEMENT** that for and in consideration of the mutual covenants herein contained, the parties agree as follows:

1. **DUTIES and CONTRACT DOCUMENTS.** The Firm is required to perform and render all professional services requested by the Township pursuant to the terms and conditions represented in the Contract Documents, which include the Township’s Request for Proposals (“RFP”), and submission to the same filed by the Firm by the bid opening date, unless otherwise amended in writing and agreed to by the Township and the Firm.

2. **RATE and EXPENSES.** The Firm shall be paid at a rate of \$\_\_\_\_\_ per hour for the provision of all required professional services under this Agreement. Reasonable Expenses, which are those associated with and necessary for the performance the professional services being provided, shall be enumerated with appropriate back-up documenting the same.

3. **INSURANCE, INDEMNITY and HOLD HARMLESS.** The Firm shall provide and maintain its own professional liability insurance covering its attorneys at its own cost and indemnify and hold harmless the Township from any and all claims arising from its performance of \_\_\_\_\_ services on behalf of the Township.

4. **TOWNSHIP'S DUTY TO INDEMNIFY and HOLD HARMLESS.** The Township shall maintain adequate insurance and indemnify the Firm for costs of defense of any action at law related to any duty or responsibility imposed upon the Firm by any government, statute, law, regulation or ordinance, instituted by anyone except the Township against the Firm directly related to or by reason of its rendering of \_\_\_\_\_ services under this Agreement unless and until a court of competent jurisdiction finds that the Firm acted outside of the scope of their duties under this Agreement, negligently or contrary to law, in which event the Township shall be reimbursed for its cost of defense, except that said reimbursement may be waived or apportioned in case of a settlement, as agreed by the Township.

5. **COMPLIANCE WITH LAW.** The Firm represents that it is in compliance with applicable laws, including but not limited to, the requirements of P.L. 1975, c.127 (N.J.A.C. 17:27) regarding equal employment opportunities as set forth in Exhibit A attached hereto pursuant to the information provided in the Firm's bid submission along with the Firm's Business Registration Certificate previously provided to the Township.

6. **AMENDMENTS.** This Agreement may not be amended unless expressly agreed to in writing by authorized agents of both the Township and the Firm.

7. **NOT ASSIGNABLE**. This Agreement is not assignable or transferable to any party other than the Firm without the express written permission and proper authorization of the Township. This restriction includes any changes in ownership of the Firm that exceed 50% of the equity or other applicable interests held and disclosed at the time of the entry of this Agreement.

8. **TERM**. The Firm is retained for a term expiring December 31, 2021, or until a qualified successor is assigned, effective upon the adoption of Resolution No. 21-\_\_\_\_ specifically authorizing this Agreement.

**IN WITNESS WHEREOF** the parties hereto have agreed and authorized officers of each party having signed the day and year above written.

ATTEST:

TOWNSHIP OF MIDDLETOWN

\_\_\_\_\_  
Heidi Brunt, Township Clerk

By: \_\_\_\_\_  
\_\_\_\_\_, Mayor

ATTEST:

\_\_\_\_\_

By: \_\_\_\_\_