TOWNSHIP OF GREEN BROOK

Somerset County, New Jersey

REQUEST FOR PROPOSALS

PROFESSIONAL SERVICES – 2027

Receipt Date – Friday, November 20, 2026

Time – 10:00 AM

GREEN BROOK TOWNSHIP COMMITTEE 2026

Jim Van Arsdale	Mayor
Jim Benscoter	Deputy Mayor
Brian Conway	Committee Person
Jennifer Mancuso	Committee Person
Bruce Martins	Committee Person

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TOWNSHIP OF GREEN BROOK
County of Somerset, State of New Jersey

NOTICE OF REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES

The Township of Green Brook is soliciting proposals for certain professional services for calendar year 2027 through a fair and open process in accordance with N.J.S.A. 19:44A-20.5 et seq.

Sealed Request for Proposal (RFP) responses will be received by the Township Clerk on Friday, November 20, 2026 at 10:00 am in the Court Room, Green Brook Municipal Building, 111 Greenbrook Road, Green Brook, New Jersey, at which time and place responses will be opened for:

PROFESSIONAL SERVICES – 2027

Legal Services Professionals
Township Attorney
Tax Appeal Attorney
Labor Counsel
Public Defender
On-Call Alternate/Conflict Attorneys (2)

Financial Professionals
Auditor
Bond Counsel

Engineering & Land Use Board Professionals
Township Engineer
Township/Land Use Board Planner
Land Use Board Attorney
Land Use Board Engineer
On-Call Alternate/Conflict Land Use Professionals (4)

Affordable Housing Professionals
Affordable Housing Attorney
Affordable Housing Planner
Affordable Housing Administration Services

Services to the Township
Township Risk Manager

Specifications and instructions may be obtained at the Office of the Township Clerk, Municipal Building, 111 Greenbrook Road, Green Brook, New Jersey or at the Green Brook website, www.greenbrooktwp.org.

Respondents shall comply with the requirements of P.L. 1975 c. 127 (NJAC 17:27 et seq). A copy of your New Jersey Business Registration Certificate shall be included in your proposal.

Kelly G. Cupit
Administrator/Clerk
October 30, 2026

EXHIBIT A

SCOPE OF WORK (A-1)

LEGAL SERVICES

Township Attorney

Minimum of 10 years proven experience and knowledge in the field of municipal law generally, including but not limited to zoning and planning; affordable housing; public employment; organization and responsibilities in the Township's form of government; laws applicable to municipalities, including Titles 40 and 40A of the New Jersey Statutes; municipal litigation; municipal ordinances; has experience appearing before administrative agencies and courts; real estate closings, Planning Incentive Grants; condemnation matters, land use matters, real estate tax appeals and environmental matters; sewer utility law; and Board of Health law.

Scope

The Township Committee has considered the types of services rendered to it by legal counsel over several decades, and has determined that certain tasks should be considered as ordinary, routine, repetitive, usual and customary - thus readily quantifiable and compensable by a fixed annual fee; while other tasks may be unpredictable, infrequent, random, extraordinary, or unusual in terms of hours and materials expended by counsel.

The Township desires to set forth its concept of routine services which would be provided by the attorney under a professional services contract for a fixed annual fee; as well as the concept of those services which would more appropriately be billed at an hourly rate.

Routine services (compensated by a fixed annual fee) will include but not limited to:

- Attendance at all monthly business meetings, and at such special meetings pertaining to usual Township business at which the Township Committee shall request counsel's attendance. (Traditionally two meetings per month, first and third Mondays of the month)
- Routine telephone calls; day-to-day advice, consultation and availability to members of the Township Committee, the Administrator/Clerk, Chief Financial Officer, Police Chief or his designee, Engineer, Tax Collector, Tax Assessor, and others as may from time to time be authorized by the Administrator/Clerk, with regard to matters other than those handled by the Municipal Prosecutor.
- Advice on matters before the Land Use Board involving the Township Committee.
- Review of drafts of ordinances prior to consideration by the Township Committee; occasional assistance in preparation of complex ordinances, resolutions, and proclamations as may be required from time to time for Township Committee meetings.
- Review of professional services and other contracts to which the Township would be party.

Non-retainer services (billed at a predetermined hourly rate) include, but are not limited to the following: Any service not specifically included in either list will be deemed a non-retainer service and will be billed at the hourly rate.

- Litigation where the Township is a party,
- Capital projects work: (billable at the hourly rate and chargeable to the capital ordinance)
- Review of specifications and contracts associated with capital projects, land acquisition, easement acquisition.
- Work related to special assessments for improvements, e.g. sewer installation, sidewalks, etc.
- Advice to staff and governing body in disciplinary hearings, investigations of employee wrongdoing, grievances, and other non-routine personnel matters.
- In Rem Tax Foreclosure actions, general land acquisition or easement acquisition.
- Land Development issues: (billable at the hourly rate and chargeable to the various Developers' Escrow Accounts) including review of performance guarantees, easements, developers' agreements, grants or other documents submitted by the Developer.
- Advice to the Township Committee when they serve as appeal body for applications rejected by the Land Use Board.

Tax Appeal Attorney

Minimum of 10 years proven experience and knowledge in the field of municipal tax assessments and procedure, tax appeal practice and procedure and Tax Court procedure as well as proven track record of working with tax assessors.

Labor Counsel

Minimum of 10 years proven experience and knowledge in the field of labor law generally, and specifically municipal public-sector labor law as attorney representing municipal clients, including but not limited to PERC law and procedure; municipal labor contract negotiation; and litigation practice and procedure before State and Federal courts, PERC and other Federal/State agencies, including but not limited to the Office of Administrative Law and Superior Court in labor matters.

Public Defender

Minimum of 10 years proven experience and knowledge in the field of law generally, including but not limited to demonstrating particular knowledge providing professional services to the Municipal Court to provide legal counsel to indigent defendants and any relevant knowledge of the Township. This position serves in Green Brook, North Plainfield and Watchung through a shared services agreement.

On-Call Alternate/Conflict Attorneys

A. Township Attorney

The Township Conflict/Alternate Attorney shall have same qualifications as required above and shall perform legal services as requested to the Township when they are in need of special conflict services as required under Titles 40 and 40A of the New Jersey Statutes Please specify 1.) an hourly rate for work billed to the Township.

B. Tax Appeal Attorney

The Township Conflict/Alternate Tax Appeal Attorney shall have same qualifications as required above and shall perform legal services as requested as related to Tax Appeal services to the Township when they are in need of special conflict services as required under the Administrative Code and NJ Statutes that govern tax appeals. Please specify 1.) an hourly rate for work billed to the Township.

FINANCIAL PROFESSIONALS

Auditor

Minimum of 10 years proven experience and knowledge in the field of municipal accounting and audits and currently licensed as a Registered Municipal Accountant (RMA) in the State of New Jersey. The provision of auditing services including performing the annual audit as required by New Jersey statutes, audit of other books and accounts that may be required by federal or state agencies or law, assistance in preparation for and review of annual budget, preparation and review of annual financial and debt statements prior to their filing. Audit consulting services as required.

Bond Counsel

Minimum of 10 years proven experience and knowledge in the field of municipal financing and bond law, and wide recognition in the market for expertise in public financing. Selected firm will provide all professional legal services necessary for the issuance of bonds and/or notes for the municipality and all legal services preparation work that is required, providing advice to the Township Committee, Township Administrator, Chief Financial Officer, and Township Attorney of all proceedings necessary for the issuance of bonds and/or notes and coordination of legal activities required for the completion of such work.

ENGINEERING & LAND USE BOARD PROFESSIONALS

Township Engineer

Respondents must meet all of the following requirements:

1. The individual proposed as Township Engineer must be a Professional Engineer licensed in the State of New Jersey and in good standing, with a minimum of ten (10) years of experience as a licensed Professional Engineer, primarily in municipal engineering.
2. The proposed Township Engineer must demonstrate experience with and knowledge of the New Jersey Municipal Land Use Law, N.J.S.A. 40:55D-1 et seq.
3. The firm must have expertise in engineering design, road construction, stormwater management, traffic engineering, landscape design, and site plan and subdivision review.
4. The firm must assign an individual holding a valid NJDEP C2 Collection System license to serve as the Township's licensed operator of record.
5. The firm must assign an individual holding a current New Jersey Certified Public Works Manager (CPWM) certification to serve as the Township's CPWM.

6. The firm must have a New Jersey Licensed Professional Land Surveyor on staff or under subcontract for tax map work.
7. The firm must assign an individual who has completed accredited design and rule-amendment training (such as the NJDEP Municipal Stormwater Regulation Program) within required timeframes.
8. The firm must have GIS infrastructure mapping capability, either in house or through an identified subcontractor.

Routine services (compensated by a fixed annual fee) will include but not limited to:

The annual retainer fee covers the following routine services, performed by the Township Engineer personally.

1. **General Engineering Consultant.** Serve as the general engineering consultant (the "Engineer") to the Governing Body and other municipal officials.
2. **Governing Body Meetings.** Attend regular meetings of the Governing Body as requested and provide general engineering advice.
3. **Weekly Office Hours.** Hold office hours once each week at the Green Brook Town Hall or by virtual meeting, for a minimum of **two (2)** hours. The day of the week will be flexible to coincide with other Township meetings as needed.
4. **Technical Advice.** Provide technical and engineering advice to Township officials, employees, departments, boards, and committees during office hours, by phone, or by email.
5. **Permit and License Review.** Review zoning permits, construction permits, road opening permits, licenses, and similar regulatory documents for conformity with Township requirements; take necessary action on them; and advise other municipal officials on their review of such documents.
6. **Affordable Housing Agency.** Attend meetings of the Affordable Housing Agency as needed.

Retainer services do not include the preparation of drawings or detailed reports, design work, or the services of any staff other than the Engineer. Those services are billed hourly when authorized.

The Township places a high priority on timely communication and the consistent follow-up of open matters. The Engineer shall maintain a running log of open items, including the date received, current status, and next action, and shall review this log with the Township Administrator regularly. Matters shall not be considered closed until the requesting party has been notified of the outcome. The Engineer shall serve as the Township's primary point of contact with the firm, regardless of which staff member performs the work.

Relationship to the Land Use Board Engineer

The Township is issuing a separate RFP for the position of Land Use Board Engineer. These positions have traditionally been held by the same firm, and respondents are encouraged to submit proposals for both. The Township may appoint the same firm or different firms to each position.

If different firms are appointed, the Township Engineer shall coordinate with the Land Use Board Engineer on matters that affect both, including development projects that involve Township roads, rights of way, or the sewer system.

Sewer Collection System Operator of Record

The firm shall designate a named individual holding a valid NJDEP C2 Collection System license to serve as the licensed operator of record for the Township's sanitary sewer collection system, consistent with the responsibilities of a licensed operator under N.J.A.C. 7:10A.

1. Maintain the C2 license in good standing for the full term of the appointment.
2. Oversee the operation and maintenance of the collection system, including any pump stations, and direct corrective action when needed.
3. Prepare, sign, and submit all records and reports required by NJDEP, and maintain the system's operational records.
4. Coordinate with the Public Works Supervisor and the CPWM on collection system maintenance.

The firm shall also identify a second licensed individual to serve as backup when the primary operator is unavailable. If the designated operator changes, the firm shall notify the Township in writing in advance, and the replacement is subject to Township approval.

This service is part of the Routine Services fee.

Certified Public Works Manager

The firm shall assign a named individual holding a current New Jersey Certified Public Works Manager (CPWM) certification to serve as the Township's CPWM. This individual will work directly with the Public Works Supervisor to direct the work of the Department of Public Works and to plan for its long-term needs.

1. **Weekly Meetings.** Meet in person or by virtual meeting as part of weekly office hours with the Public Works Supervisor at least once each week, at the Public Works facility or Town Hall, unless the Township Administrator agrees otherwise.
2. **Direction of Work.** Set work priorities with the Public Works Supervisor, review work schedules and crew assignments, and monitor the completion of work orders and resident complaints.

3. **Long Term Planning.** Assist with planning for equipment replacement, facility needs, infrastructure maintenance, and staffing, and provide input to the Township Administrator for the annual operating and capital budgets.
4. **Compliance.** Assist the Department with regulatory, safety, and recordkeeping requirements that apply to public works operations.
5. **Certification.** Maintain the CPWM certification, including continuing education, for the full term of the appointment.

If the assigned CPWM changes, the firm shall notify the Township in writing in advance, and the replacement is subject to Township approval.

This service is part of the Routine Services fee. Respondents shall include the resume of the proposed CPWM.

Additional Services

The following services are billed at the hourly rates in the respondent's fee schedule and must be authorized in advance by the Township Administrator.

1. **Additional Meetings.** Attend special meetings, workshops, and meetings of Township boards and committees beyond those covered in Routine Services.
2. **Design Projects.** Provide basic services on design projects, including preliminary conferences with Township representatives, preliminary or design reports, plans, specifications, and other contract documents, establishment of base lines and bench marks, bidding assistance, and periodic site visits during construction.
3. **Special Services for Design Projects.** When requested, provide services related to property acquisition, engineering surveys, environmental assessments, outside technical consultants, laboratory testing of materials, borings and soils investigations, and detailed construction layout.
4. **Grant Applications.** Prepare applications for NJDOT Municipal Aid and other state and federal grant programs, and assist with the administration of awarded grants.
5. **Construction Observation.** Observe construction on Township capital projects and on utility company work within the Township right of way. The Township will specify for each project whether periodic or full time observation is required. During observation, the Engineer shall keep the Township informed of the progress of the work, guard the Township against defects and deficiencies, and may reject work that does not conform to the contract documents. The Engineer is not responsible for the contractor's means, methods, sequences, or safety programs.
6. **Stormwater (MS4) Compliance.** Assist the Township with compliance under its NJPDES Municipal Stormwater (MS4) General Permit, including updates to the Stormwater Pollution Prevention Plan, stormwater mapping, and annual reporting.

7. **Road Improvement Program.** Prepare and annually update a multiyear road improvement program, based on pavement condition, for use in the Township's capital budget.
8. **Tax Map Maintenance.** Provide an annual update of the Township tax map, and interim revisions when directed, including review of property changes and transfers for conformance with the tax map. All tax map work shall be performed under the supervision of a New Jersey Licensed Professional Land Surveyor.
9. **Judicial and Quasi-Judicial Proceedings.** When directed by the Township or subpoenaed in connection with Township business, prepare for and provide testimony in judicial or quasi-judicial proceedings.
10. **Other Services.** Provide other professional engineering services not described elsewhere in this scope, when requested by the Township Administrator.

Permit reviews are covered under Routine Services. Inspection of development projects are covered under escrow accounts tied to projects.

GIS Infrastructure Services

The Township may request a separate proposal for GIS infrastructure mapping services. Pricing for this work is not required with this submission. Respondents must state whether they provide these services in house or through a subcontractor, identify any subcontractor, and describe relevant municipal experience. This should be based on the hourly rates provided.

Submission Requirements and Pricing

1. Resume of the Professional Engineer proposed as Township Engineer.
2. Resumes of the proposed C2 operator of record, the backup operator, and the proposed CPWM.
3. Resumes of other key staff who will work on Township matters.
4. A list of current and recent municipal appointments, with the contact name, title, phone number, and email address for each.
5. A description of the firm's process for tracking, managing, and following up on open items and requests from municipal clients, including how status is communicated to the client and how items are brought to resolution.

Pricing
Respondents shall provide each of the following as a separate line item:

1. Annual Routine services (fixed annual fee)
2. Hourly rates for each level of professional employees performing duties under this contract, from the most-senior engineer through engineering inspector and administrative support staff. Please note specialties where a subcontractor will be utilized.

- Professional Engineer
- Traffic and Parking Engineer
- Stormwater Engineer
- Environmental Engineer or Specialist
- Licensed Professional Land Surveyor & survey crew
- Construction Inspector
- GIS Specialist
- CAD Operator
- C2 Collection System Operator
- Certified Public Works Manager

3. Policy on reimbursable expenses, such as mileage, printing, and outside services.

Township/Land Use Board Planner

To serve in an advisory capacity to the Township Committee and Land Use Board and render consultation and advice on matters submitted for review. study, recommendation or comment.

To review development applications and planning and development issues when requested to do so by the Township. The Consultant will assess such applications and issues relative to the terms and conditions of the applicable Township Ordinances, Land Development Ordinances, Master Plan documents, State Plan, other pertinent State and County planning criteria. Site inspections shall be undertaken as part of the planning review process.

To provide professional planning services in connection with any matters relating to the New Jersey Municipal Land Use Law, Local Redevelopment and Housing Law, COAH regulations, State Plan, and related planning statutes and documents, and be available to prepare special planning studies at the request of the Township, as well as be available to prepare and review documents and offer testimony relating to court actions that the Township may be involved in. The preparation of planning documents shall include any/all actions requested by the Township relating to the Master Plan, including the potential for comprehensive revisions, updates or reexaminations.

To attend applicable Township Committee meetings, Land Use Board meetings, committee and subcommittee meetings, and upon the Township's directive, other meetings and informal meetings and/or discussions with applicants to review and discuss matters before Land Use Board.

To represent the Township Committee and Land Use Board on professional planning advice on matters resulting from, but not limited to, any litigation, appeals of development applications or municipal planning documents.

Land Use Board Attorney

Minimum 10 years proven experience and knowledge in the field of planning and zoning generally, including NJ Municipal Land Use Law and Township of Green Brook Land Use Ordinances, as well as affordable housing; Master Plans; site plan and subdivision requirements; application

review procedures; performance and maintenance guarantees; and laws applicable to municipalities, including Titles 40 and 40A of the New Jersey Statutes, experience in the representation of County and/or Municipal Planning Boards.

The Attorney shall attend all regular (historically second Monday of each month) and any special Land Use Board meetings. The Attorney shall prepare and defend all litigation affecting the Board or any member of it, which is the result of decisions made on applications or in the normal performance of their official duties pursuant to the Municipal Land Use Law. The Attorney shall provide legal advice, research and assistance on any other special matters, which the Board may require to be addressed by the Attorney. The Attorney shall draft all legal documents as may be required including preparation of documents, developer's agreements, and review of deeds, covenants, easements, resolutions memorializing Land Use Board decisions…etc. The Attorney shall represent or advise the Board on any matter in which the Board may have a present or future interest. The Attorney shall communicate regularly with the Land Use Board Administrator and any other staff/professionals as needed.

The majority of Land Use Board Attorney work will be charged to escrow accounts. Please specify 1.) an hourly rate for escrow billing 2.) an hourly rate for work billed to the Township.

Township Land Use Board Engineer

Respondent must be a licensed Professional Engineer with a minimum of ten (10) years of experience in the field of municipal land use engineering and planning and have experience as Engineer to a Planning/Zoning/Land Use Board. The respondent shall meet the following requirements and qualifications:

- Serve as the general Engineering consultant (herein referred to as "Engineer") to the Township Land Use Board and other municipal officials of the Township.
- Attend meetings, as well as any mutually-agreed to special meetings of the Township's Land Use Board and provide general Engineering advice and perform such services as required for the review of, including but not limited to, subdivision and site plan developments, performance and maintenance guarantees and perform such construction observations as associated therewith.
- The Engineer shall review and make recommendations on all plans, reports, permit applications, and documents that are submitted to the board concerning subdivision and site plan proposals regarding their conformance to applicable municipal ordinances and/or to the general requirements of design practice. The Engineer shall provide written reports in advance of the board's public meeting. The Engineer's firm shall also provide professional planning services to the board which may include, but not limited to, preparation of Master Plan Elements and preparation of re-examination reports.
- Respondent must have expertise in engineering design, road construction design, planning, traffic and landscape design.
- Respondent must supply a per-meeting fee schedule for all regular and special meeting of the Land Use Board, as well as qualifications/resumes and associated hourly fees to be billed to the Township or the applicants escrow account, including but not limited to: (see 4 above).
    - Professional Engineer
    - Professional Planner

- Traffic/Parking Engineer
- Landscape Architect
- Stormwater Engineer
- Environmental Engineer/ Specialist
- Other Engineer and Planning professional to perform services for the Land Use Board

Nothing shall preclude the Land Use Board from selecting an alternate professional to perform any of the above duties, especially where the Board determines a more qualified or specialized technical ability is warranted.

On-Call Alternate/Conflict Land Use Professionals

A. Township Engineer

The Township Conflict/Alternate Engineer shall perform engineering and/or planning services (may be separate individuals within same firm) as requested to the Township when they are in need of special conflict services. Please specify 1.) an hourly rate for work billed to the Township.

B. Land Use Board Engineer

The Land Use Board Conflict/Alternate Engineer shall perform engineering and/or planning services (may be separate individuals within same firm) as requested to the Land Use Board when they are in need of special conflict services as required under the Municipal Land Use Law and the Ordinances of the Township. Please specify 1.) an hourly rate for escrow billing 2.) an hourly rate for work billed to the Township.

C. Land Use Board Attorney

The Township and/or Land Use Board Conflict/Alternate Attorney shall perform legal services as requested to the Land Use Board when they are in need of special conflict counsel services as required under the Municipal Land Use Law and the Ordinances of the Township. Please specify 1.) an hourly rate for escrow billing 2.) an hourly rate for work billed to the Township.

D. **Traffic/Parking Engineer**

The successful applicant shall be an experienced and qualified traffic engineering design consultant and provide technical services to the Land Use Board on an on-call basis when the expertise of a qualified consultant is required. Any experience or knowledge of matters directly affecting the Township should be addressed.

General Criteria

In the capacity of On-Call Traffic/Parking Engineer the Applicant shall provide the following services:

I. Evaluate requests and develop recommendations for appropriate solutions to resident requests for traffic calming.

II. Perform data collection, evaluate field conditions and provide recommendations for speed limits on municipal roadways.

III. Perform engineering studies for the evaluation of stop sign installations or other traffic control devices.

IV. Develop construction ready design plans for traffic signal equipment upgrades, intersection
signage and striping improvements, roadway improvements, traffic signal timing changes, etc.
V. Analyze the performance of traffic signal timing along street corridors or at multiple coordinated intersections. Collect data and timing plans, evaluate field conditions and provide a full traffic report.
VI. Provide computer simulation of signalized corridors, roadway networks or individual intersections, utilizing microsimulation software.
VII. Perform data collection as needed including ADTs, 12-hour counts, intersection turning
movement counts, speed/delay runs, pedestrian and bike counts, parking turnover, etc.
VIII. Assist Township staff in producing technical reports.
IX. Make presentations to the public on transportation-related topics.

Qualifications

I. Have at least five (5) years of experience providing traffic engineering design services.
II. Must be licensed to provide traffic engineering design services in the State of New Jersey.
III. List past and present municipal or government authorities represented.
IV. Maintain a bona fide principal office in the State of New Jersey.

AFFORDABLE HOUSING PROFESSIONALS

Affordable Housing Attorney

Minimum of 10 years proven experience and knowledge in the field of affordable housing and land use law and expertise in presenting matters of affordable housing to the courts working with court-appointed Special Masters, and negotiating with Fair Share Housing.

Affordable Housing Planner

- Provide technical assistance in the implementation of a Housing Element and Fair Share Plan or amendment, as needed, including but not limited to planning meetings, emails and conference calls.
- Attend meetings of the Township Committee as directed, draft ordinances and resolutions as directed, and give opinions on questions of affordable housing regulations which may arise.
- Represent the Township in affordable housing litigation, trials, appeals, in affordable housing matters before any State entity, or Court proceedings, which is conferred with the authority to administer affordable housing matters, including before an assigned special master and other proceedings affecting the interest of the Township as may be necessary or desirable.
- Participate, as may be necessary in preparation of any documents required by the State entity or Court proceedings which is conferred with the authority to administer affordable housing matters.
- Provide analyses and interpret all new regulations and obligations imposed upon the Township under affordable housing law.

Requirements

- Must be a licensed Professional Planner(s) in good standing in the State of New Jersey.
- Must have a minimum of ten (10) years' experience representing municipal governments or municipal authorities as an Affordable Housing Planner. Provide details of past municipal experience including position held and length of service.
- Demonstrate experience and knowledge regarding the New Jersey Municipal Land Use Law, N.J.S.A. 40:55D-1 et seq, and Affordable Housing issues, as well as recent case law interpreting same.
- Must provide a list of present municipal or government authorities to be used as a reference. Include a contact name, position and phone number.
- A list of applicable hourly rates associated with the personnel who would provide the type of work listed.

Affordable Housing Administrative Agent

Respondent must supply the Township with a total annual cost for services and comply with the following Scope of Services.

- Affirmative Marketing Plan
- Affordable Housing Inquiries
- Process of Application and Certifications of Units
- Coordination and Accountability with the Township
- Resale of Units Processing
- Homebuyer Education Programs
- Document Archiving
- The Administrative Agent shall track the services provided in relation to any new Affordable Development project during the contract period, such as income qualifications, development of rental rates per Statute COAH/calculator, review of marketing plans and all other services typically associated with new affordable housing projects for any new Affordable Developments. The cost for said services shall be include in the annual cost above, but shall be documented to the Township for billing purposes pursuant to any applicable Developer's Agreement entered into by the Township and the Developer.
- In addition to the service noted above, the Township seeks a per-occurrence cost for the income qualification for applicants for the Affordability Assistance and Rehabilitation programs as requested by the Township. The application for said programs and for income qualification for said programs would be made to the Administrative Agent and the need for such assistance would be verified. If application for multiple programs is made and shown necessary, the applicant shall be qualified by the Administrative Agent one time. All aspects of the solicitation of work, purchasing and contracting, and coordination of work under these programs shall be managed by the Township.

SERVICES TO THE TOWNSHIP

Township Risk Manager

Minimum of 5 years proven experience as an insurance broker in the State of New Jersey; Minimum of 5 years' experience analyzing risk and coverage needs and claim

management; Shall possess both an Agency License and Individual Licenses for those persons who would be assigned to provide services to the Township, from the New Jersey Department of Banking and Insurance. Knowledge of the administrative structure and insurance needs of the Township of Green Brook and subject matter to be addressed under the contract. It should be noted that principal emphasis will be based on a personal interview with a Sub-Committee of the Township Committee of the Township of Green Brook. (Position does not encompass involvement in health benefits insurance policies)

Scope

- Advising the Township on matters relating to available insurance programs, products and policies.
- Evaluating the Township's exposure as it relates to insurance.
- Explaining to the Township, the various coverages that are available from insurance companies and joint insurance funds and alternative risk placement.
- Preparation of specifications and negotiations for quotations every three (3) years, if requested, or sooner, as required by the Township;
- Reviewing the Township's liability coverage including automobile, boiler and machinery, package and property, recreation accident, law enforcement, public officials, crime policy, bonds, excess coverage and all other necessary coverages.
- Reviewing the Township's self-insured workers compensation program, excess, administration, medical review and safety services.
- Assisting in the preparation of the Township's insurance budget.
- Reviewing losses and claims experience.
- Assisting with safety committee.
- Attending meetings as required.
- Attending all Self Insurance Fund / Joint Insurance Fund Commission and safety committee meetings.

The firm selected will be compensated through the Somerset County Joint Insurance Fund at six (6) percent of the Township of Green Brook's annual assessment.

GENERAL INFORMATION FOR APPLICANTS (A-2)

Initials

_____ **RECEIPT OF PROPOSAL**

1. Qualifications shall be received in accordance with public advertisement as required by law, a copy of said notice being attached hereto and made a part of these specifications.

2. Each proposal shall be submitted on the proposal forms attached, in a sealed envelope addressed to the Municipal Clerk bearing the name and address of the applicant on the outside, and clearly marked "REQUEST FOR PROPOSAL" with the name of the item(s) and contract number being proposed.

3. It is the Applicant's responsibility to see that the proposal is presented to the Municipal Clerk at the time and place designated. Proposals may be hand delivered or mailed; however, it is applicant's responsibility for the delivery of the proposal.

4. **The Applicant is required to submit one (1) hard copy and one (1) electronic copy in PDF format of their proposal and the resumes of the designated individual(s) and principles of the business entity at the time of submission.**

_____ **PROPOSAL FORM**

Proposals must be submitted on the forms included in the RFP package. All blank spaces must be filled in. All proposals shall be typewritten or written in ink on the forms. Unit prices and totals must be inserted in the space provided. Insert "N/A" in the blanks if "not applicable". Proposals showing any erasure, alteration or interlineations must be initialed by the applicant in ink. Failure to comply may be cause for rejection of the proposal. Where discrepancies occur between the unit price and the extension, the unit price will prevail.

_____ **SIGNATURE ON PROPOSAL FORM**

If the applicant is an individual, the proposal must be signed by the individual. If the applicant is not an individual, the proposal must be signed by a person authorized to sign on behalf of the applicant.

_____ **QUESTIONS/CHALLENGES**

Should any applicant be in doubt as to the intent of this Request for Proposal, they should immediately notify the Municipal Clerk *in writing,* who will then send written addenda to all applicants covering the point in question. Applicants may not rely on oral responses to inquiries. In order to comply with statutory notice requirements, all challenges must be received by the Municipal Clerk no later that three (3) business days prior to the proposal opening date. Challenges files after that time shall be considered void and having no impact on the contracting unit or the award of the contract.

Initials

_____ **INTERPRETATIONS AND ADDENDA**

1. The applicant is responsible for understanding all of the proposal documents that have been provided by the Township.

2. Applicants are expected to examine the specifications and related documents with care and observe all their requirements. Ambiguities, errors or omissions noted by applicants should be promptly reported in writing to the Municipal Clerk. If the applicant fails to notify the Township of such ambiguities, errors or omissions, the applicant shall be bound by the proposal.

3. No oral interpretation of the meaning of the Request for Proposal will be made to any applicant. Every request for an interpretation shall be in writing, addressed to the Municipal Clerk. In order to be given consideration, written requests for interpretation must be received as least ten (10) days prior to the date fixed for the opening of the proposals. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications, and will be distributed to all prospective applicants in accordance with statute. All addenda so issued shall become part of the contract documents, and shall be acknowledge by the applicant in the proposal. The Township's interpretations or corrections thereof shall be final.

_____ **REJECTION OF PROPOSAL**

The Township reserves the right to reject any or all proposal and to waive any minor informality in any proposal should it be deemed in the best interest of the Township to do so. Proposals shall be rejected for any of the following reasons:

1. Failure to complete the Affirmative Action Certification
2. Failure to comply with the American with Disabilities Act of 1990
3. Failure to complete the Disclosure of Ownership Statement.
4. Failure to provide New Jersey State Business Registration Certificate. (including subcontractors)

Proposals may be rejected for any of the following reasons:

5. Failure to complete the Affidavit of Non-Collusion.
6. Failure to properly complete the Proposal form.
7. Failure to complete the Checklist of Required Documents.
8. Insertion of additional conditions, provisions or stipulations.

_____ **PROCEDURES ON AWARD OF CONTRACT**

1. The Township of Green Brook awards contracts or rejects all proposals within 60 days, unless in accordance with N.J.S.A. 40A:11-24, which provides in part that "any applicant who consent thereto may, at the request of the contracting unit, have their proposal held for consideration for such longer period as may be agreed." All prospective applicants are advised of this schedule since all proposals must be firm when proposed, and must

Initials

remain so for 60 days or such longer period as the Township and the applicant may agree.

2. The Township, may, at its discretion, call on any of the RFP respondents to serve as alternate/conflict professional as needed. Respondents are able to reject the Township's request.

_____ **NOTIFICATION OF AWARD**

1. Upon passage of a Township Committee Resolution awarding the contract, the Municipal Clerk will forward two (2) sets of contract documents to the successful applicant for execution and delivery. Within ten (10) days of the date of the award of the contract, the successful applicant shall return two (2) sets of the contract documents to the Municipal Clerk with a proper performance bond and insurance certificates if required - refer to Checklist of Required Documents. On receipt of the contract documents duly executed by the applicant, the contract documents will be submitted to the Township Attorney for review and approval.

2. If approved as to form and execution, the contract documents will then be submitted to the Mayor and Municipal Clerk for execution on behalf of the Township. A fully executed copy will be returned to the successful applicant by the Township. No Resolution of Award will become binding on the Township before the contract documents have been executed by the Mayor and Municipal Clerk.

3. Should the successful applicant fail to execute the contract within ten (10) days of notification, the Township will be free to award the contract to another applicant.

_____ **PERIOD OF CONTRACT**

This contract shall commence on January 1, 2027 and shall conclude on December 31, 2027. The contract may be amended for additional 12 months at the Township's discretion at which time a new proposal will be provided. Prices of this proposal must remain fixed for the initial contract.

_____ **ASSIGNING THE CONTRACT**

The contract shall not be sublet, assigned, pledged, hypothecated or sold, in whole or in part, without the written permission of the Township.

_____ **TERMINATION OF CONTRACT**

1. **DEFAULT:** Non-performance of the applicant in terms of the Request for Proposal shall be a basis for termination of the contract by the Township. The Township may terminate the contract upon 30 days' written notice to the applicant. The Township shall not pay for any services and/or materials, which are unsatisfactory. The applicant may be given a reasonable opportunity before termination to correct the deficiencies. This, however, shall in no way be construed as negating the basis for termination for non-performance.

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2. **UNCONDITIONAL TERMINATION FOR CONVENIENCE:** The Township may terminate the resultant contact for convenience by providing sixty (60) calendar days advance notice to the applicant.

3. **TERMINATION FOR DEFAULT:** If the applicant fails to meet deadlines, or fails to provide the agreed upon services, and or material altogether, a termination for default will be issued, but only after the Township has determined the applicant has failed to remedy the problem after being forewarned.

4. **TERMINATION BY THE TOWNSHIP:** If the applicant should be adjudged bankrupt or should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, the Township may terminate this contract. If the applicant should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to provide enough properly skilled workers or proper materials, or persistently disregard laws and ordinances, or not proceed with work or of this contract, the Township shall give the applicant fifteen (15) calendar days written notice. Upon receipt of such termination notice, the applicant shall be allowed seven (7) calendar days to cure such deficiencies.

_____ **INVOICES**

The Township of Green Brook will not honor any invoices submitted for work performed other than that stipulated by these specifications unless previously authorized by a written change order from the Township. Invoices for services rendered must be received by the township by the end of the month following the month in which the expense was incurred. For example, a service provided in June must be billed to the Township by the end of July. Expenses submitted after this period will not be honored by the Township.

_____ **THE CONTRACT**

The following shall be deemed to be part of the Contract:

- Notice to Applicants
- Information to Applicants
- Scope of Work
- Proposal
- All addenda issued by the Township prior to the receipt of proposals

_____ **CONFLICTING INFORMATION OR ERRORS**

The Township reserves the right to correct any errors or omissions in said Request for Proposal wherever such corrections are necessary for the proper fulfillment of the intentions of the plans and specifications. Should there be any conflicting information given in the plans and specifications, the Township shall be notified of same and the Township will determine the final decision.

Prior to the execution of the work, the applicant shall check the plans and specifications and immediately report to the Township all errors and omissions discovered therein. Thereafter,

Initials

during the prosecution of the work, the applicant shall immediately report all further errors or omissions to the Township. Any adjustments made by the applicant without prior approval shall be had that their own risk and the settlement of any complications arising from such settlement shall be made by the applicant at their own expense.

_____ **COMPLIANCE WITH LAWS**

The applicant keep himself fully informed of, and observe and comply with, all state, national and municipal laws in any manner affecting those engaged or employed in the work or the materials used in the work and of all such orders and decrees for bodies having any jurisdiction or authority over the same.

If any discrepancy is discovered in the Request for Proposal in relation to any such law, ordinance, regulation, order or decree, the applicant notify the Township in writing. The applicant shall protect and indemnify the Township, its officers and agents against any claim or liability arising from a violation of any law, regulation, ordinance, order or decree whether by himself or his employees or sub-contractors.

_____ **BUSINESS REGISTRATION CERTIFICATE**

N.J.S.A. 52:32-44 requires that each applicant (contractor and subcontractor) provide proof of business registration in response to a request for proposals at the time a Request for Proposal is submitted. Failure to submit a proper certificate is considered a fatal defect and shall render the proposal unresponsive and cannot be cured by the governing body. Proof of registration shall be a copy of the applicant's Business Registration Certificate (BRC). A BRC is obtained from the New Jersey Division of Revenue. Information on obtaining a BRC is available on the internet at www.nj.gov/njbgs or by phone at (609) 292-1730. N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that **knowingly** provide goods or perform services for a contractor fulfilling this contract:

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

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

Initials

_____ **AFFIDAVIT OF NON-COLLUSION**

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

_____ **NON-DISCRIMINATION**

There shall be no discrimination against any employee engaged in the work required to produce the commodities covered by any contract resulting from this proposal, or against any applicant to such employment because of race, religion, sex, national origin, creed, color, ancestry, age, marital status, affectional or sexual orientation, familial status, liability for service in the Armed Forces of the United States, or nationality. This provision shall include, but not be limited to the following: employment upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The contractor shall insert a similar provision in all subcontracts for services to be covered by any contract resulting from this proposal.

_____ **REQUIRED AFFIRMATIVE ACTION EVIDENCE**

Each applicant 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:

1. A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter); or

2. A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4; or

3. A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

_____ **ACQUISITIONS, MERGER, SALE AND/OR TRANSFER OF BUSINESS, ETC.**

If during the life of the contract, the applicant disposes of the business concern by acquisition, merger, sale and/or transfer or by any means convey h/h interest(s) to another party, all obligations are transferred to that new party. In this event, the new owner(s) will be required to submit, when required a performance bond in the amount of the open balance of the contract.

_____ **INDEMNIFICATION**

The Applicant 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 Workers Compensation law, or arising out of failure of the Applicant or those acting under the

Initials

Applicant to conform to any statutes, ordinances, regulations, law or court decree. It is the intent of the parties to this contract that the indemnitees 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 whatever.

_____ **INSURANCE/BACKGROUND CHECKS**

The Consultant is responsible to conduct adequate background checks on all employees and/or sub-Contractors working at Township facilities. Consultants and/or sub contractors must be bonded, show proof of insurance coverage naming the Township as an additional insured.

_____ **INSURANCE**

The Consultant shall maintain during the life of the contract, insurance policies of the type and with the minimum limits indicated below and in a form satisfactory to the municipality. The Consultant shall provide a certified copy of the policies and/or certificates of insurance satisfactory to the municipality prior to commencement of work. Consultant must maintain Workers' Compensation insurance in accordance with laws of the State of New Jersey. The Consultant shall also have and maintain Employers Liability Insurance. Commercial General Liability insurance coverage, written on an occurrence basis must not be altered by any endorsements limiting coverage. Limits of liability shall not be less than $1,000,000. Municipality must be named as an additional insured.

_____ **DISCLOSURE REQUIREMENTS**

Professional Service contractors are advised of the responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-20.13 (P.L. 2005, c.271, s.3) if the contractor receives contracts in excess of $50,000 from public entities in a calendar year. It is the contractor's responsibility to determine if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us."

APPLICANT TERMS AND CONDITIONS (A-3)

Proposals will be evaluated by the Township Committee of the Township of Green Brook on the basis of the most advantageous, price and other factors considered and may include a personal interview with a Sub-Committee of the Township Committee of the Township of Green Brook, and is including, but not limited to the following:

1. Knowledge of the administrative structure of the Township of Green Brook and subject matter to be addressed under the contract.

2. Individual designated by the applicant and approved by the Township is required to attend all regular scheduled meetings as required by the Township of Green Brook. Under rare circumstances, if the designated individual is unable to attend he/she must notify the town two (2) weeks in advance and provide the name of another individual with same licensure, professional experience and the designated individual shall provide this alternate with a full briefing of matters to be considered at the meeting. This occurrence should be for rare and unusual circumstances and acceptance of an alternate in one instance does not become a binding approval henceforth.

3. Applicant must respond to Township inquiries within 24 hours.

4. Availability to accommodate any Special meetings as required by the Township of Green Brook;

5. Applicant will provide written proposals for specific projects as required by Township of Green Brook.

6. Other factors that may reasonably impact the Township of Green Brook in 2027.

EXHIBIT B

CONSULTANTS RESPONSE SECTION

In its proposal, the vendor must include responses to all of the following:

A. Failure to submit the following documents is a mandatory cause for the proposal to be rejected.

Required Items	***INITIAL***
B-1) An executive summary of not more than two pages identifying and substantiating why the vendor is best qualified to provide the requested services.	
B-2) A staffing plan listing those persons who will be assigned to the engagement if the vendor is selected, including the designation of the person who would be the vendor's officer responsible for all services required under the engagement. This portion of the proposal should include the relevant resume information for the individuals who will be assigned. This information should include, at a minimum, a description of the person's relevant professional experience, years and type of experience, and number of years with the vendor.	
B-3) A description of the vendor's experience in performing services of the type described in technical specification. Specifically identify client size and specific examples of similarities with the scope of services required under technical specification.	
B-4) The location of the office, if other than the vendor's main office, at which the vendor proposes to perform services required under technical specification. Describe your presence in New Jersey.	
B-5) Provide references including the contact names, titles, address and phone numbers.	
B-6) In its proposal, the vendor must identify any existing or potential conflicts of interest, and disclose any representation of parties or other relationships that might be considered a conflict of interest with regard to this engagement, or the Township.	
B-7) Documentation that the vendor meets the minimum qualifications for the position as outlined in "Exhibit A".	
B-8) Business Registration Certificate (N.J.S.A. 40A:11-23.2)	
B-9) FEE PROPOSAL (Retainer, where applicable and Hourly Rates)	

EXHIBIT C

PROPOSAL FORM/SIGNATURE PAGE (C-1)

The undersigned declares that they have read the Notice, Instructions, Affidavits and Scope of Services attached, that they have determined the conditions affecting the proposal are acceptable and agrees, if this proposal is accepted, to furnish and deliver services per their attached schedule of fees for the following:

Legal Services Professionals

- ☐ Township Attorney
- ☐ Tax Appeal Attorney
- ☐ Labor Counsel
- ☐ Public Defender
- ☐ On-Call Alternate/Conflict Attorneys (2)
  - Township Attorney
  - Tax Appeal Attorney

Financial Professionals

- ☐ Auditor
- ☐ Bond Counsel

Engineering & Land Use Board Professionals

- ☐ Township Engineer
- ☐ Land Use Board Attorney
- ☐ Land Use Board Engineer
- ☐ On-Call Alternate/Conflict Land Use Professionals (4)
  - Township Engineer
  - Land Use Board Engineer
  - Land Use Board Attorney
  - Traffic/Parking Engineer

Affordable Housing Professionals

- ☐ Affordable Housing Attorney
- ☐ Affordable Housing Planner
- ☐ Affordable Housing Administration Services

Services to the Township

- ☐ Township Risk Manager

PROPOSAL FORM/SIGNATURE PAGE (C-1) (Continued)

Company: _____

Federal I.D. # or Social Security #: _____

Address: _____

Signature of Authorized Agent: _____

Type or Print Name & Title: _____

Date:_____

Telephone Number: _____

Email Address: _____

Fax Number: _____

CHECK LIST OF REQUIRED DOCUMENTS (C-2)

The following items are mandatory requirements of this RFP package:

		Initials
Affidavit of Non-Collusion	✓	
Disclosure of Ownership	✓	
Affirmative Action Mandatory Language	✓	
Americans With Disabilities Act Mandatory Language	✓	
Business Registration Certificate (to enclose)	✓	

If boxes of the following items are checked, they are mandatory requirements of the RFP proposal and contract:

		Initials
Proposal Form Signature Page	✓	
Acknowledgement of Addenda (as applicable)	✓	
Resolution of Authorization - Corporation	✓	
Checklist of Required Documents, signed below	✓	
State of New Jersey Debarred List Affidavit	✓	
Certification of Non-Debarment for Federal Government Contracts	✓	
Applicant and Designated Individual Resumes 1 hard copy & 1 electronic copy	✓	

The following items, as checked, shall be required after award of the contract:

		Initials
Signed Contracts	✓	

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

COMPANY / APPLICANT'S NAME

AUTHORIZED SIGNATURE

DATE

NAME (PRINT) TITLE

NON-COLLUSION AFFIDAVIT (C-3)

STATE OF NEW JERSEY

§:

COUNTY OF

I, _____ of the _____

of _____ in the County of _____

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

I am _____

of the firm of _____

The Consultant making the proposal for the above named project, attests that they execute the said proposal with full authority to do so; that said Consultant has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive proposals in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the _____ of _____ relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon 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

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

Subscribed and sworn to _____

Before me this _____ day _____
(Also type or print name of affiant
Of _____ 20__ under signature)

_____
NOTARY PUBLIC OF

My Commission Expires _____

DISCLOSURE OF OWNERSHIP (C-4)

(If the Consultant is a sole proprietorship, check here [ ] and do not complete this statement.)

The UNDERSIGNED, as a Consultant, in accordance with N.J.S.A. 52:25-24..2, declares and submits this Statement of Ownership:

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

OR

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

Check the box that represents the type of business organization:

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

	Full Name of Individual (Stockholder) (Partner)	Home Address of Individual (Stockholder) (Partner)
1.	_____	_____
2.	_____	_____
3.	_____	_____
4.	_____	_____
5.	_____	_____

THIS STATEMENT MUST BE INLCUDED WITH PROPOSAL SUBMISSION

Notes: Attach additional sheets in this format, if necessary.

Subscribed and sworn before me

This ____ day of _____
_____20__
(Notary Public)

My Commission expires:

_____

_____
Signature

Print Name

_____
Title
(Corporate Seal)

AFFIRMATIVE ACTION CERTIFICATION (C-5)

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

The successful bidder shall submit to the public agency, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

(a) A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

(b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

OR

(c) A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

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

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

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.1 et seq. and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et seq.

COMPANY: _____ SIGNATURE: _____

PRINT NAME:_____ TITLE: _____

DATE: _____

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

EXHIBIT C-5

(Continued)

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

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

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex.

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

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

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

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

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

decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

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

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

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

EXHIBIT C-6

AMERICANS WITH DISABILITIES ACT

Equal Opportunity For Individuals With Disabilities

The Consultant and the Township of Green Brook do hereby agree that the provision of Title II 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 regulations promulgated pursuant thereunto, are made a part of this contract. In providing any aid, benefit or service on behalf of the Township pursuant to this contract, the Consultant agrees that the performance shall be in strict compliance with the Act. In the event that the Consultant, its agents, servants, employees or sub- contractors violate or are alleged to have violated the Act during the performance of this contract, the Consultant shall defend the Township in any action or administrative proceeding commenced pursuant to this Act. The Consultant 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 Consultant 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 grievance procedure, the Consultant agrees to a proposal 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 Consultant 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 Consultant 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 Consultant 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 Consultant pursuant to this contract will not relieve the Consultant 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 Consultant, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this agreement. Furthermore, the Consultant expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the Consultant's obligations assumed in this agreement, nor shall they be construed to relieve the Consultant from any liability, nor preclude the Township from taking any other actions available to it under any other provisions of this agreement or otherwise by law.

ACKNOWLEDGEMENT OF RECEIPT OF CHANGES TO RFP DOCUMENTS FORM (C-7)

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

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

Company/Applicant: _____

By Authorized Representative: _____

Signature: _____

Printed Name and Title: _____

Date: _____

RESOLUTION OF AUTHORIZATION IF CONSULTANT IS A CORPORATION (C-8)

RESOLVED that _____ be authorized to sign and submit the proposal or proposal of this corporation for this project, and to include in such proposal the certificate as to non-collusion as the act and deed of such corporation, and for any inaccuracies or misstatements in such certificate this corporate Consultants shall be liable under the penalties of perjury. If awarded the contract(s), said individual is also authorized to sign and execute the Contract Agreement as the act and deed of such corporation.

The foregoing is a true and correct copy of the resolution adopted by _____ at a meeting of its Board of Directors held on _____ day of _____, 20____.

SEAL OF CORPORATION

_____
Secretary

MAILING ADDRESS _____

_____

The terms used in this proposal, which are defined in the General Conditions of the Construction Contract included as part of the Contract Documents, have the meanings assigned to them in the General Conditions.

SUBMITTED on _____, 20____

STATE OF NEW JERSEY DEBARRED LIST AFFIDAVIT (C-9)

I, _____of the _____ (Township) in the County of _____ and the State of _____ being of full age and fully sworn according to law on my oath depose and say that:

I am an officer of the firm of_____ the bidder making the Proposal for the above named work, and that I executed the said Proposal with full authority to do so; that said bidder at the time of making this bid is not included on the State of New Jersey, Treasurer's List of Debarred, Suspended and Disqualified Bidders; and that all statements contained in said Proposal and in this affidavit are true and correct, and made with the full knowledge that the Township of Green Brook, as the Owner, relies upon the truth of the statements contained in said Proposal and in the statements contained in the affidavit in awarding the contract for said work.

The undersigned further warrants that should the name making this bid appear on the State Treasurer's List of Debarred, Suspended and Disqualified Bidders at any time prior to, and during the life of this Contract including the Guarantee Period, that the Local Governing Unit shall be immediately so notified by the signatory of the Eligibility Affidavit.

The undersigned understands that the firm making the bid Contractor is subject to disbarment, suspension and/or disqualification in contracting with the State of New Jersey, if the Contractor pursuant to NJAC 7:1-5.2, commits any of the acts listed therein, and as determined according to applicable law and regulation.

Contractor:_____

Name and Title of Affiant:_____

Subscribed and sworn before me this___ day of_____ 20___ .

_____(Notary Signature)

Notary Public of_____

My Commission Expires: _____

CERTIFICATION OF NON-DEBARMENT FOR FEDERAL GOVERNMENT CONTRACTS (C-10)

N.J.S.A. 52:32-44.1 (P.L. 2019, c.406)

This certification shall be completed, certified to, and submitted to the contracting unit prior to contract award, except for emergency contracts where submission is required prior to payment.

PART I: VENDOR INFORMATION	
Individual or Organization Name	
Physical Address of Individual or Organization	
Unique Entity ID (if applicable)	
CAGE/NCAGE Code (if applicable)	
Check the box that represents the type of business organization:	

☐Sole Proprietorship (skip Parts III and IV) ☐Non-Profit Corporation (skip Parts III and IV)

☐For-Profit Corporation (any type) ☐Limited Liability Company (LLC) ☐Partnership

☐Limited Partnership ☐Limited Liability Partnership (LLP)

☐Other (be specific): _____

PART II – CERTIFICATION OF NON-DEBARMENT: Individual or Organization			
I hereby certify that the **individual or organization listed above in Part I** is not debarred by the federal government from contracting with a federal agency. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that the ***<name of contracting unit>*** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award by ***<type of contracting unit>*** to notify the ***<type of contracting unit>*** 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 ***<type of contracting unit>***, permitting the ***<type of contracting unit>*** to declare any contract(s) resulting from this certification void and unenforceable.			
Full Name (Print):		Title:	
Signature:		Date:	

PART III – CERTIFICATION OF NON-DEBARMENT: Individual or Entity Owning Greater than 50 Percent of Organization	
Section A (Check the Box that applies)	
☐	Below is the name and address of the stockholder in the corporation who owns more than 50 percent of its voting stock, or of the partner in the partnership who owns more than 50 percent interest therein, or of the member of the limited liability company owning more than 50 percent interest therein, as the case may be.
Name of Individual or Organization	
Physical Address	
OR	
☐	No one stockholder in the corporation owns more than 50 percent of its voting stock, or no partner in the partnership owns more than 50 percent interest therein, or no member in the limited liability company owns more than 50 percent interest therein, as the case may be.
Section B (Skip if no Business entity is listed in Section A above)	
☐	Below is the name and address of the stockholder in the corporation who owns more than 50 percent of the voting stock of the organization's parent entity, or of the partner in the partnership who owns more than 50 percent interest in the organization's parent entity, or of the member of the limited liability company owning more than 50 percent interest in organization's parent entity, as the case may be.
Stockholder/Partner/Member Owning Greater Than 50 Percent of Parent Entity	
Physical Address	
OR	
☐	No one stockholder in the parent entity corporation owns more than 50 percent of its voting stock, no partner in the parent entity partnership owns more than 50 percent interest therein, or no member in the parent entity limited liability company owns more than 50 percent interest therein, as the case may be.

Section C – Part III Certification			
I hereby certify that no individual or organization that is debarred by the federal government from contracting with a federal agency owns greater than 50 percent of the **Organization listed above in Part I** or, if applicable, owns greater than 50 percent of a parent entity of **<name of organization>**. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that the ***<name of contracting unit>*** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award ***<type of contracting unit>*** to notify the ***<type of contracting unit>*** 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 ***<type of contracting unit>***, permitting the ***<type of contracting unit>*** to declare any contract(s) resulting from this certification void and unenforceable.			
Full Name (Print):		Title:	
Signature:		Date:	

Part IV – CERTIFICATION OF NON-DEBARMENT: Contractor – Controlled Entities	
Section A	
☐	Below is the name and address of the corporation(s) in which the **Organization listed in Part I** owns more than 50 percent of voting stock, or of the partnership(s) in which the **Organization listed in Part I** owns more than 50 percent interest therein, or of the limited liability company or companies in which the **Organization listed above in Part I** owns more than 50 percent interest therein, as the case may be.
Name of Business Entity	**Physical Address**
Add additional sheets if necessary	
OR	
☐	The **Organization listed above in Part I** does not own greater than 50 percent of the voting stock in any corporation and does not own greater than 50 percent interest in any partnership or any limited liability company.

Section B (skip if no business entities are listed in Section A of Part IV)		
☐	Below are the names and addresses of any entities in which an entity listed in Part III A owns greater than 50 percent of the voting stock (corporation) or owns greater than 50 percent interest (partnership or limited liability company).	
Name of Business Entity Controlled by Entity Listed in Section A of Part IV		**Physical Address**
Add additional Sheets if necessary		
OR		
☐	No entity listed in Part III A owns greater than 50 percent of the voting stock in any corporation or owns greater than 50 percent interest in any partnership or limited liability company.	

Section C – Part IV Certification			
I hereby certify that the **Organization listed above in Part I** does not own greater than 50 percent of any entity that that is debarred by the federal government from contracting with a federal agency and, if applicable, does not own greater than 50 percent of any entity that in turns owns greater than 50 percent of any entity debarred by the federal government from contracting with a federal agency. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that the ***<name of contracting unit>*** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award by ***<type of contracting unit>*** to notify the ***<type of contracting unit>*** 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 ***<type of contracting unit>***, permitting the ***<type of contracting unit>*** to declare any contract(s) resulting from this certification void and unenforceable.			
Full Name (Print):		Title:	
Signature:		Date:	

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