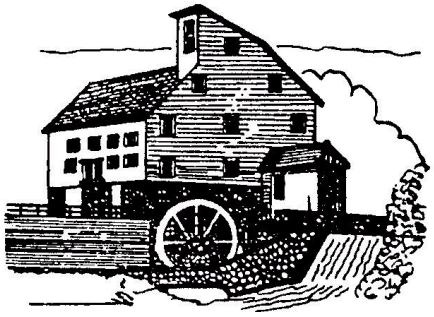


TOWN OF CLINTON
INCORPORATED APRIL 5, 1865
43 Leigh St., P.O. Box 5194
Clinton, N.J. 08809-5194
(908) 735-8616 FAX (908) 735-8082

TOWN OF CLINTON

REQUEST FOR PROPOSALS FOR

SEWER ENGINEER

ALTERNATE SEWER ENGINEER

ALTERNATE WATER ENGINEER

TOWN OF CLINTON
PUBLIC NOTICE FOR THE SOLICITATION OF PROFESSIONAL SERVICE CONTRACTS FOR THE PERIOD OF JANUARY 1, 2016 THROUGH DECEMBER 31, 2016

NOTICE IS HEREBY GIVEN that sealed submissions will be received by the Town Clerk, or designated representative, for the Town of Clinton, on **Wednesday, January 20, 2016 at 12:00PM**, local prevailing time, in the meeting room, Town Hall, 43 Leigh Street, Clinton, NJ 08809 then publicly opened and read aloud for the following:

- Sewer Engineer
- Alternate Sewer Engineer
- Alternate Water Engineer

Submission packages may be obtained at the Town Clerk's Office located at 43 Leigh Street, Clinton, NJ 08809 during regular business hours, 8:30 a.m. to 4:30 p.m., Monday through Friday, excluding holidays or on the Clinton web site, www.clintonnj.gov.

All professional service contractors are required to comply with the requirements of N.J.S.A. 52:32-44 (Business Registration of Public Contractors), N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq. (Contract Compliance and Equal Employment Opportunities in Public Contracts).

Submissions by Corporations and Partnerships shall include a completed Disclosure of Ownership from (N.J.S.A. 52:25-24.2) and shall include a completed Non-Collusion Affidavit.

The Town 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 Town. The Town shall award the contract or reject all submission no later than 60 days from receipt of same.

TOWN OF CLINTON
DESCRIPTION OF PROFESSIONAL SERVICE CONTRACTS FOR WHICH PROPOSALS ARE SOUGHT

APPOINTMENTS SHALL BE FROM JANUARY 1, 2016 THROUGH DECEMBER 31, 2016

The following is a description of the professional services needed, including, where appropriate, a description of tasks involved:

Sewer Engineer

The Town Sewer Engineer shall be a New Jersey licensed Professional Engineer (PE) and a Certified Municipal Engineer (CME), having a minimum of ten (10) years experience as an appointed engineer to a municipality within the State of New Jersey, having direct ownership and operational responsibilities of a sanitary sewer collection, conveyance and sewage treatment system. When directed, the Town Sewer Engineer shall provide services necessary to review and make recommendations concerning municipal sanitary sewer infrastructure, repairs, reconstruction and/or improvements. The Town Sewer Engineer shall also provide consultation, review and make recommendations relating to sanitary sewer utility service associated with land use and land development applications to determine their conformity to applicable municipal and state criteria along with general compliance with good engineering design practices. When directed, the Town Sewer Engineer shall observe the installation(s) of municipal and private site sewer utility improvements, to determine conformance with municipal and state requirements and approvals granted by the Town Planning Board and/or Zoning Board of Adjustment, along with permits issued by the New Jersey Department of Environmental Protection (NJDEP). When directed, the Town Sewer Engineer shall provide services to assist the sewer plant operator and sewer department personnel, with respect to the operation and maintenance of the Town's Utility System. The Town Sewer Engineer must be familiar with all aspects of the State of New Jersey, County of Hunterdon and the Town of Clinton statutes, regulations and ordinances, relating to the ownership, operation and maintenance and reconstruction of the municipal sanitary sewer infrastructure. Specific expertise in providing professional services associated with the type of infrastructure owned and operated by the Town of Clinton is required.

Alternate Sewer Engineer

To provide the services of Sewer Engineer in absence or disqualification of the Sewer Engineer.

Alternate Water Engineer

In general, the Alternate Water Engineer will be called upon to provide consulting services in absence or disqualification of the Water Engineer which are customarily provided to municipal water systems as required to assist the Water Department Superintendent and Licensed Operator with the following areas of service:

•Regulatory compliance – including NJDEP, BPU, EPA, and regulatory agencies
•Capital improvement budget planning
•System operations and maintenance
•Attend monthly meetings with Water Committee and other water personnel,
•Assist with monthly, quarterly and annual reporting
•Maintenance of water system construction standards and system mapping

•Review of applications for service and service agreements
•Special projects relating to supply, distribution, quality
•Preparation of quarterly reports to Town Administrator on system performance
•Project Management of various water system improvement projects

The firm and individual selected will be required to rapidly gain a working knowledge of the existing water supply and distribution system, without additional costs to the Water Utility.

The Water Engineer shall possess the following experience, training and skills:

•NJ Licensed Professional Engineer with educational background in civil/environmental engineering (Master Degree or higher preferred)
•Local knowledge of water system service area
•Office location in close proximity and response time to Water Department offices
•10-years minimum experience in water system consulting
•Demonstrated knowledge and experience in the water works industry and professional/ technical trade organizations

1.1 RECEIPT AND OPENING OF SUBMISSIONS

1.1.1 OWNER AND PROJECT

The Town of Clinton, Hunterdon County, New Jersey (hereinafter called the "OWNER") invites submissions for the service(s) mentioned in the Public Notice for Solicitation.

1.1.2 TIME AND PLACE OF SUBMISSION OPENINGS

Municipal Clerk and/or her designated representative will receive submissions at the time and place mentioned in the Public Notice for Solicitation, and at such time and place will be publicly opened and read aloud.

1.1.3 SUBMISSIONS NOT IN COMPLIANCE

The OWNER may waive any informality or reject any and/or all submissions, in accordance with the *Fair and Open Public Solicitation Process for Professional Service(s)* pursuant to P.L. 2004, c. 19 (N.J.S.A. 19:44A-20.4 et seq.)

1.1.4 WITHDRAWING SUBMISSIONS

Submissions forwarded to the Town Clerk and/or her designated representative before the time of opening of submissions may be withdrawn upon written application of the professional services entity who shall be required to produce evidence showing that they are or they represent the principal or principals involved in the submission. Submissions may not be withdrawn within twenty-four (24) hours of the stipulated time of opening of submissions.

1.2 QUALIFICATIONS OF PROFESSIONAL SERVICES ENTITIES

1.2.1 INDIVIDUALS PERFORMING TASKS

Name and roles of the individuals who will perform the tasks and descriptions of their education and experience similar to the services contained herein.

1.2.2 PAST PERFORMANCE

Documented past performance of same and/or similar service.

1.2.3 REFERENCES

References and record of success of same or similar service.

1.2.4 DESCRIPTION OF ABILITIES

Description of ability to provide the services in a timely fashion (including staffing, familiarity and location of key staff).

1.2.5 COST DETAILS

If applicable, cost details including the hourly rates of each of the individuals who will be performing services and all expenses.

1.2.6 TECHNICAL PROCESS AND EQUIPMENT

Description of technical process and equipment used in performing the task(s).

1.3 PREPARATION OF SUBMISSIONS

1.3.1 COMPLETION OF SUBMISSIONS

Each submission must be provided on a Standardized Submission Form as supplied in the submission package and signed by the professional services entity or principal thereof and shall contain the name, address, and telephone number of the professional Services entity. All prices and amounts must be written in ink or preferably typewritten. Each signatory to the submission must initial all erasures or corrections. ***Each submission shall be contained in a sealed envelope addressed to the Town of Clinton, 43 Leigh Street, Clinton, New Jersey 08809 or in the preprinted envelope supplied with the submission package when available, and said envelope shall specify the Appointment No. and Title for which the submission is provided. The submissions is to be clearly marked "Sealed Submission Enclosed" and must be delivered at the place and time required or mailed so as to be received prior to the opening time set in the advertisement. Submissions received after the hour herein named or in unsealed envelopes shall not be considered.***

The Town will not be responsible for submissions forwarded through the U.S. Mail or any delivery service if lost in transit at any time before submission opening, or if hand-delivered to incorrect location.

The submission shall be accompanied by (1) a Non-Collusion Affidavit, (2) a Disclosure of Ownership Form, (3) an Insurance Requirement Acknowledgement Form, (4) a Mandatory Equal Employment Opportunity Notice Acknowledgement, (5) a copy of the applicable Business Registration Certificate, (6) a Professional Services Entity Information Form, (7) a Qualifications Submission, and (8) an Acknowledgement of Corrections, Additions or Deletions Form.

All forms listed above, (#1 through #8) shall be completed in their entirety.

1.3.2 ERRORS IN SUBMISSIONS

If applicable, in the event there is a discrepancy between the unit prices and the extended totals, the unit prices shall govern or if between the correct sum of the extended totals and the total submission submitted, the correct sum shall govern. Amounts written in words shall govern over the amounts written in numerals.

1.4 TIME FOR AWARD OF CONTRACT

The contracting unit shall award the contract or reject all submissions within such time as may be specified in the invitation for submission, but in no case more than 60 days, except that the submissions of any professional services entities who consent thereto may, at the request of the contracting unit, be held for consideration for such longer period as may be agreed.

The award of the Contract for this service will not be made unless the Town's Chief Financial Officer has certified the necessary funds in a lawful manner.

1.5 MODIFICATIONS OF SUBMISSIONS

Any professional services entity may modify his/her submission by mail, courier or hand delivery at any time prior to the scheduled closing time for receipt of submissions. The OWNER, prior to the closing time, must receive such communication. The communication should not reveal the submission price but should provide the addition to or subtraction from or other modification so that the OWNER will not know the final price(s) or term(s) until the sealed submission is opened.

1.6 REJECTION OF SUBMISSIONS

1.6.1 MULTIPLE SUBMISSIONS NOT ALLOWED

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

1.6.2 UNBALANCED SUBMISSIONS

Submissions, which are obviously unbalanced, may be rejected at the option of the OWNER.

1.6.3 RIGHT TO REJECT SUBMISSIONS

The right is reserved to reject any or all submissions in whole or in part if not in compliance with the standardized submission requirements.

1.6.4 METHOD OF AWARD OF SUBMISSIONS

The right is reserved by the Town of Clinton to award submissions on *a "service by service" basis, "per project" basis, in part or in whole* as determined by the Owner.

1.6.5 RIGHT TO WAIVE INFORMALITIES RESERVED

The owner expressly reserves the right to waive any informality in any submission, and to accept the submission, which in the OWNER'S judgment serves its best interests.

1.7 PROFESSIONAL SERVICES ENTITY REFERRED TO LAWS

The attention of the professional services entity is especially directed to the provisions of Federal, State, County and Local Government statutes and regulations that may apply to the work.

1.8 PAYMENT

Checks are processed by the Town of Clinton approximately on the second week of each month. It is necessary that the approved signed vouchers be accompanied by an invoice and be submitted in advance of these dates.

1.9 TRANSITIONAL PERIOD

In the event that a new contract has not been awarded prior to the contract expiration date, it shall be incumbent upon the professional services entity to continue the contract under the same terms and conditions until a new contract(s) can be completely operational. At no time shall this transition period extend more than ninety (90) days beyond the expiration date of the contract.

1.10 FACSIMILE DOCUMENTS PROVIDED IN A SUBMISSION

Under no circumstances, on submission documents requiring authorized signatures, will the OWNER accept documents provided through facsimile machines.

1.11 CONTRACT COMPLIANCE AND EQUAL EMPLOYMENT OPPORTUNITY IN PUBLIC CONTRACTS

Professional services entities are required to comply with the requirements of **N.J.S.A. 10:5-31 et seq.** and **N.J.A.C. 17:27 et seq.**

1.12 GENERAL REQUIREMENTS/INFORMATION

The professional services entity shall guarantee any or all material and services supplied under these specifications. Defective or inferior items shall be replaced at the expense of the professional services entity.

It is understood by the professional services entity that this submission is provided on the basis of standardized submission requirements prepared by TOWN OF CLINTON and the fact that any professional services entity is not familiar with these standardized submission requirements or conditions will not be accepted as an excuse.

NO MINIMUM PAYMENT IS IMPLIED OR GUARANTEED.

TOWN OF CLINTON reserves the right to cancel any contract entered into upon thirty (30) days written notice.

This solicitation is for a one (1) year contract for services, from **January 1, 2016 through December 31, 2016.**

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq.

GOODS, PROFESSIONAL SERVICES 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, 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 forth provisions of this non-discrimination 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 attempt in good faith to employ minority and female 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, race, 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 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, race, 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 subcontractor shall furnish such reports or other documents to the Division of Contract Compliance & 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**.

ATTENTION ALL PROFESSIONAL SERVICE ENTITIES

On June 29, 2004, Governor McGreevey signed P.L. 2004, c.57, Business Registration of Contractors with Government Agencies, into law. Effective September 1, 2004, all business organizations that do business with a local contracting agency (i.e. Town of Clinton) are required to be registered with the State of New Jersey, Department of Treasury, Division of Revenue, and provide proof of that registration to the contracting agency before the contracting agency may enter into a contract with the business.

A "Business Organization" means an individual, partnership, association, joint stock company, trust, corporation or other legal business entity or successor thereof.

The law provides that: A copy of the Business Registration Certificate issued by the NJ Department of Treasury, Division of Revenue, shall be provided at the time any submission is received; *failure to do so is a fatal defect that cannot be cured.* This law covers construction as well as non-construction submissions.

Further information may be obtained by visiting the following web site at the State of New Jersey: www.nj.gov/treasury/revenue/busregcert.htm

Goods & Services Contracts (including purchase orders):

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

1) The contractor shall provide written notice to its subcontractors and suppliers to submit proof of business registration to the contractor;

2) Prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors or attest that none were used;

3) During the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates, that they must collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into this State.

A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of $25 for each day of violation, not to exceed $50,000 for each business registration not properly provided or maintained under a contract with a contracting agency.

TOWN OF CLINTON

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

The CONTRACTOR and the TOWN OF CLINTON (herein referred to as the Town) do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S12101 et seg.), 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 TOWN pursuant to this contract, the CONTRACTOR agrees that the performance shall be in strict compliance with the Act. In the event 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 TOWN in any action or administrative proceeding commenced pursuant to this Act. The CONTRACTOR shall indemnify, protect, and save harmless the TOWN, 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 TOWN'S grievance procedure, the CONTRACTOR agrees to abide by any decision of the TOWN, which is rendered pursuant to, said grievance procedure. If any action or administrative proceeding results in an award of damages against the TOWN or if the TOWN 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 TOWN 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 TOWN or any of its agents, servants, and employees, the TOWN shall expeditiously forward or have forwarded to the CONTRACTOR every demand, complaint, notice, summons, pleading, or other process received by the TOWN or its representatives.

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

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

TOWN OF CLINTON

STANDARDIZED SUBMISSION REQUIREMENTS & SELECTION CRITERIA
(FAIR & OPEN PUBLIC SOLICITATION PROCESS FOR PROFESSIONAL SERVICES)

The Town of Clinton is seeking sealed submissions in response to a Public Notice for the Solicitation of a Professional Service Contracts.

The standardized submission requirements shall include:

1. Names and roles of the individuals who will perform the services/tasks and descriptions of their experience with projects similar to the services contained herein including their education, degrees and certifications.

2. References and record of success of same or similar service.

3. Description of ability to provide the services in a timely fashion (including staffing, familiarity and location of key staff).

4. Cost details, including the hourly rates of each of the individuals who will perform services and time estimates for each individual, all expenses and total cost of "not to exceed" amount.

The selection criteria to be used in awarding contracts shall include in ranked order:

1. Qualifications of the individuals who will perform the services/tasks and the amounts of their respective participation.

2. Experience and references.

3. Ability to perform the services/tasks in a timely fashion, including staffing and familiarity with the subject matter.

4. Cost consideration - including, but not limited to, historical costs for similar professional services, expertise involved and comparable costs for comparable public entities. The Town will primarily judge responses based on the qualifications and years of experience of the vendor and not only on hourly rate or set fees because of its belief that more experienced professionals, although commanding a higher rate, may save the Town money by virtue of their advice and experience.

Please Note this Additional Requirement:

Professional services entities shall submit **one (1) original and one (1) digital version** of their sealed submission, on **Wednesday, January 20, 2016 no later than 12:00PM**

TOWN OF CLINTON

CHECKLIST

PROFESSIONAL SERVICE TITLE:

SUBMISSION DATE: **Wednesday, January 20, 2016 no later than 12:00PM**

The following items, as indicated below (X), shall be provided with the receipt of sealed submissions:

1. Non-Collusion Affidavit …… _____

2. Disclosure of Ownership Form …… _____

3. Insurance Requirement Acknowledgement Form …… _____

4. Mandatory Equal Employment Opportunity Notice Acknowledgement …… _____

5. Copy of your ***Business Registration Certificate*** as issued by the State of New Jersey, Department of Treasury, Division of Revenue …… _____

6. Professional Service Entity Information Form …… _____

7. Qualifications Submission …… …… _____

8. Acknowledgement of Corrections, Additions or Deletions Form …… _____

REMINDER - Submit **one (1) original and one (1) digital version** of their sealed submission.

TOWN OF CLINTON

NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY :
: SS.
COUNTY OF :

I, _____ of the _____
of _____

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

I am _____

of the firm of _____

the Professional Service Entity making the submission for the above named Service, and that I executed the said submission with full authority to do so; that said Professional Service Entity has not, directly or indirectly, entered into any agreements, participated in any collusion, or otherwise taken any action in restraint of fair and open competition in connection with the above named Service; and that all statements contained in said submission and in this affidavit are true and correct, and made with full knowledge that the Town of Clinton relies upon the truth of the statements contained in said submission and in the statements contained in this affidavit in awarding the contract for said Service.

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

_____
Name of Professional Service Entity

Subscribed and sworn to before me

this _____ day of _____, 20___

_____

Notary Public, State of _____ _____
(Signature of Professional)

My Commission expires_____ _____
(Type or Print name of affiant and Title, under signature)

TOWN OF CLINTON
DISCLOSURE OF OWNERSHIP FORM

N.J.S.A. 52:25-24.2 reads in part that "no corporation or partnership shall be awarded any contract by the State, County, Municipality or School District, or any subsidiary or agency thereof, unless prior to the receipt of the submission of the corporation or partnership, there is provided to the public contracting unit a statement setting forth the names and addresses of all individual who own 10% or more of the stock or interest in the corporation or partnership".

1. If the professional service entity is a *partnership*, then the statement shall set forth the names and addresses of all partners who own a 10% or greater interest in the partnership.

2. If the professional service entity is a *corporation*, then the statement shall set forth the names and addresses of all stockholders in the corporation who own 10% or more of its stock of any class.

3. If a corporation owns all or part of the stock of the corporation or partnership providing the submission, then the statement shall include a list of the stockholders who own 10% or more of the stock of any class of that corporation.

4. If the professional service entity is other than a corporation or partnership, the contractor shall indicate the form of corporate ownership as listed below.

COMPLETE ONE OF THE FOLLOWING STATEMENTS:

I. Stockholders or Partners owning 10% or more of the company providing the submission:

NAME: ADDRESS:

_____

_____

_____

_____

SIGNATURE: _____ DATE: _____

II. No Stockholder or Partner owns 10% or more of the company providing this submission:

SIGNATURE: _____ DATE: _____

III. Submission is being provided by an individual who operates as a sole proprietorship:

SIGNATURE: _____ DATE: _____

IV. Submission is being provided by a corporation or partnership that operates as a (check one of the following):

_____ Limited Partnership _____ Limited Liability Corporation

_____ Limited Liability Partnership _____ Subchapter S Corporation

SIGNATURE: _____ DATE: _____

TOWN OF CLINTON

INSURANCE REQUIREMENTS AND ACKNOWLEDGEMENT FORM

Certificate(s) of Insurance shall be filed with the Town Clerk's Office upon award of contract by the Mayor and Town Council.

The minimum amount of insurance to be carried by the Professional Service Entity shall be as follows:

PROFESSIONAL LIABILITY INSURANCE

Limits shall be a minimum of $1,000,000.00 for each claim and $1,000,000.00 aggregate each policy period.

Acknowledgement of Insurance Requirement:

_____ _____

(Signature) (Date)

_____

(Printed Name and Title)

TOWN OF CLINTON

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY NOTICE
(N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq.)

GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS

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

The successful professional service entity shall submit to the Town of Clinton, 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 vendor 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. 17:27-1.1 et seq.;

OR

(c) A photocopy of an Employee Information Report (Form AA302) provided by the Division of Contract Compliance and distributed to the Town of Clinton to be completed by the vendor in accordance with N.J.A.C. 17:27-1.1 et seq.

The successful professional service entity may obtain the Employee Information Report (AA302) from the Town of Clinton during normal business hours.

The successful professional service entities must submit the white and canary copies of the AA302 (Employee Information Report) to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The pink *Public Agency* copy is submitted to the Town of Clinton, and the gold *Vendor* copy is retained by the professional service entity.

The undersigned professional service entity certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq. and agrees to furnish the required forms of evidence.

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

COMPANY: _____

SIGNATURE: _____ PRINT NAME: _____

TITLE: _____ DATE: _____

TOWN OF CLINTON

PROFESSIONAL SERVICE ENTITY INFORMATION FORM

If the Professional Service Entity is an ***INDIVIDUAL***, sign name and give the following information:

Name: _____

Address: _____

Telephone No.: _____Social Security No.:_____

Fax No.: _____ E-Mail: _____

If individual has a TRADE NAME, give such trade name:

Trading As: _____ Telephone No.: _____

****

If the Professional Service Entity is a ***PARTNERSHIP***, give the following information:

Name of Partners: _____

Firm Name: _____

Address: _____

Telephone No.: _____ Federal I.D. No.: _____

Fax No.: _____ E-Mail: _____

Social Security No.:_____

Signature of authorized agent: _____

****

If the Professional Service Entity is ***INCORPORATED***, give the following information:

State under whose laws incorporated: _____

Location of principal office: _____

Telephone No.: _____ Federal I.D. No.: _____

Fax No.: _____ E-Mail:_____

Name of agent in charge of said office upon whom notice may be legally served:

_____

Telephone No.: _____Name of Corporation: _____

Signature: _____ By: _____

Title: _____ Address: _____

TOWN OF CLINTON

SUBMISSION FORM

1. **Names and roles of the individuals who will perform the services and description of their education and experience with projects similar to the services contained herein including their education, degrees and certifications:**

2. **References and record of success of same or similar service:**

3. **Description of ability to provide the services in a timely fashion (including staffing, familiarity and location of key staff):**

4. **Cost details, including the hourly rates of each of the individuals who will perform services, and all expenses:**

Note: Attach additional sheets as necessary.

Firm _____ Date: _____

Authorized Representative (Print): _____

Signature: _____ Title:_____

Telephone #: _____ Fax #: _____

TOWN OF CLINTON

ACKNOWLEDGEMENT OF CORRECTIONS, ADDITIONS AND DELETIONS FORM

I, _____

of the firm _____

hereby acknowledge that any corrections, additions and/or deletions

have been initialed and dated in this Submission Package.

_____

(Signature)

_____

(Type or Print name of affiant and Title, under signature)

_____

(Date)

End of Submission Package