TOWNSHIP OF MANALAPAN

COUNTY OF MONMOUTH
STATE OF NEW JERSEY

PROFESSIONAL SERVICES SOLICITATION

FAIR & OPEN PUBLIC SOLICITATION PROCESS

PROFESSIONAL SERVICE: EACH TITLE DONE AS A SEPARATE PACKAGE

SUBMISSION DATE: THURSDAY, DECEMBER 3, 2026 AT 11:00 A.M.

PUBLIC NOTICE TO PROFESSIONAL SERVICES ENTITIES

INFORMATION FOR PROFESSIONAL SERVICES ENTITIES

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
(EXHIBIT A)

BUSINESS REGISTRATION OF CONTRACTORS
WITH GOVERNMENTAL AGENCIES

STANDARDIZED SUBMISSION REQUIREMENTS

SUBMISSION DOCUMENTS

PLEASE INDICATE PROFESSIONAL SERVICE APPLYING FOR BELOW:

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TOWNSHIP OF MANALAPAN

PUBLIC NOTICE FOR THE SOLICITATION OF PROFESSIONAL SERVICE CONTRACTS FOR THE PERIOD OF JANUARY 1, 2027 THROUGH DECEMBER 31, 2027

NOTICE IS HEREBY GIVEN that sealed submissions will be received by the Township Administrator, or designated representative, for the Township of Manalapan, County of Monmouth, State of New Jersey on Thursday, December 3, 2026 at 11:00 A.M. prevailing time, in the Courtroom, 120 Route 522, Manalapan, NJ 07726 then publicly opened and read aloud for the following:

MANALAPAN TOWNSHIP COMMITTEE

- **Township Attorney**
- **Township Consulting Engineer**
- **Township Auditor**
- **Township Planner**
- **Tax Appeal Appraiser**
- **Township Bond Counsel**
- **Township Arborist/Certified Tree Expert**
- **Affordability Controls Administrator**
- **Township Conflict/Alternate Attorney**
- **Township Conflict/Alternate Engineer**
- **Township Conflict/Alternate Planner**
- **Township Conflict/Alternate Tax Appeal Attorney**
- **Special Counsel – COAH/Affordable Housing**
- **Special Counsel – Tax Appeal**
- **Special Counsel – Labor Employment**
- **Special Counsel – Labor Employment: Police Matters**
- **Licensed Site Remediation Professional (LSRP)**
- **Municipal Prosecutor**
- **Township Architect**
- **Financial Advisory Services**

MANALAPAN TOWNSHIP PLANNING BOARD

- **Planning Board Attorney**
- **Planning Board Engineer**
- **Planning Board Planner**
- **Planning Board Conflict/Alternate Attorney**
- **Planning Board Conflict/Alternate Engineer**
- **Planning Board Conflict/Alternate Planner**

MANALAPAN TOWNSHIP ZONING BOARD OF ADJUSTMENT

- **Zoning Board Attorney**
- **Zoning Board Engineer**
- **Zoning Board Planner**
- **Zoning Board Conflict/Alternate Attorney**
- **Zoning Board Conflict/Alternate Engineer**
- **Zoning Board Conflict/Alternate Planner**

Standardized submission requirements and selection criteria are on file and available in the Municipal Clerk's Office.

Submission packages may be obtained at the Purchasing Office, (732) 446-8342 during regular business hours, 8:30AM to 4:30PM, Monday through Friday, excluding holidays or downloaded at https://mtnj.org/departments/finance_department/bid-opportunities/ . Submissions must be enclosed in a sealed envelope and addressed to The Office of the Purchasing Agent, Township of Manalapan, 120 Route 522 & Taylors Mills Road, Manalapan, NJ 07726.

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 form (N.J.S.A. 52:25-24.2) and shall include a completed Non-Collusion Affidavit.

The Township Committee reserves the right to reject any or all submissions due to any defects or waive informalities and accept any submissions that in their judgment will be in the best interest of the Township. The Township Committee shall award the contract or reject all submissions no later than 60 days from receipt of same.

To be advertised: Tuesday, November 10, 2026

Kaitlyn Safchinsky, Purchasing Agent

TOWNSHIP OF MANALAPAN

PUBLIC NOTICE FOR THE SOLICITATION OF A PROFESSIONAL SERVICE CONTRACT
APPOINTMENTS SHALL BE FROM JANUARY 1, 2027 THROUGH DECEMBER 31, 2027

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

Township Attorney

The Township Attorney shall be an attorney at law of New Jersey, but need not be a resident of the Township. With the prior approval of the Committee, the Attorney shall have such powers and perform such duties as are provided for by the office of Township Attorney by general law or ordinances of the Township. The Attorney shall represent the Township in all judicial and administrative proceedings in which the Township or any of its officers or agencies may be a party or have an interest. The Attorney shall give all legal counsel and advice, where required by the Administrator, Committee or any member thereof and shall, in general, serve as the legal advisor to the Committee and Administrator on all matters of Township business. In furtherance of such general powers and duties, but without limitation thereto, the Township Attorney shall:

1) Draft or approve as to form and sufficiency all legal documents, contracts, deeds, ordinances and resolutions made, executed or adopted by or on behalf of the Township.
2) With the approval of Committee, conduct appeals from orders, decisions or judgments affecting any interest of the Township as the Attorney may in his/her discretion determine to be necessary or desirable, or as directed by Committee.
3) Subject to the approval of the Committee, have the power to enter into any agreement, compromise or settlement of any litigation in which the Township is involved.
4) Render opinions in writing upon any question of law submitted to the Attorney by the Administrator, Committee, or any member thereof, or the head of any department, with respect to their official powers and duties and shall perform such other duties as may be necessary to provide legal counsel to the Committee and Administrator in the administration of municipal affairs.
5) Supervise and direct the work of such additional attorneys and technical professional assistants as the Committee may authorize for special or regular employment in or for the Township.
6) Have such other different functions, powers and duties as may be provided by Charter, general law or ordinance.

Township Consulting Engineer

The Consulting Engineer shall be a New Jersey licensed professional engineer with experience in land use procedures, infrastructure design, analysis and construction, permitting, and capital improvement projects. When requested, the Consulting Engineer shall attend meetings of the Township and provide general engineering advice. When directed, the Consulting Engineer shall provide services necessary to review and make recommendations concerning various subdivisions and site plan proposals regarding their conformance to applicable Township requirements and standards, applicable municipal ordinances and to generally accepted design practice. When directed, the Consulting Engineer shall provide services necessary to observe construction activity, assess conformity to statutory and/or ordinance requirements, and report upon the installation of private site and public improvements in connection with Township projects and other site developments. When directed, the Consulting Engineer shall provide services necessary to review, assess conformity to requirements, and take necessary action with respect to issuance of certificates, permits, licenses and similar regulatory documents. When requested, the

Consulting Engineer shall provide technical advice to other Township officials, representatives, consultants, and agents concerning their review of relevant engineering matters.

Township Auditor

The Township Auditor shall make the annual audit of the Township financial records for the year ending December 31, 2027, act as budget consultant to the Township Committee including attendance of the public hearing on the budget, serve as Township Auditor for the calendar year 2026 and perform the duties prescribed by law all in accordance with generally accepted auditing standards and the laws and regulations of the State of New Jersey regarding same. The Township Auditor shall perform such duties and render such services as may from time to time be requested by the Township Committee, the Chief Financial Officer or the Township Administrator.

Township Planner

The Township Planner shall be a New Jersey licensed professional planner. The Township Planner shall prepare for the Township reports, presentations and research on land use, housing, open space, economic development, transportation, public utilities, historic preservation, farmland preservation and natural resource protection and conservation. The Township Planner assists and advises the Committee on techniques, rules and regulations that the Township may need in exercising its police powers in the area of land use, housing, open space, economic development, transportation, public utilities, historic preservation, farmland preservation and natural resource protection. The Township Planner assists and advises the Committee in maintaining its land development ordinance. The Township Planner provides planning advice to the Township Committee and Administrator on planning proposals as appropriate and requested. The Township Planner prepares plans and other supportive documentation for development and redevelopment as directed by the Committee. The Township Planner represents the Township as directed in meetings with county, other municipalities and State agency officials. The Township Planner assists the Township Administrator in planning related matters as needed. The Township Planner advises the Township as necessary on new or advanced planning techniques. The Township Planner shall have the capabilities to prepare maps, reports and public presentations. The Township Planner should be a member of the national planning organizations such as the American Institute of Certified Planners.

Tax Appeal Appraiser

Shall perform professional real estate appraisal services for the Tax Assessor including investigation and preparation of appraisal reports, testimony and defense of tax appeals at County Tax Board and State Tax Court hearings; appraisals required for farmland rollbacks, commercial, industrial, mixed-use, new construction valuation, partial valuations for added assessments and other related duties.

Township Bond Counsel

The Bond Counsel shall be an attorney at law of New Jersey. Bond Counsel performs and provides legal advice with regard to the following activities: the preparation of Bond Ordinances and the review of the adoption proceedings; the preparation and review of public finance resolutions, the preparation and issuance of Bond Anticipation, Special Emergency, and Tax Anticipation Notes; and the preparation and issuance of General Obligation Bonds. In addition, Bond Counsel is responsible for the preparation and/or review of any Preliminary Official Statement and Official Statement of the Township. Bond Counsel is also responsible for the preparation and/or review of any application to the Local Finance Board, and attendance at any related meetings of the Board.

Township Arborist/Certified Tree Expert

The Certified Tree Expert shall be a New Jersey licensed tree expert. The Certified Tree Expert shall provide professional arboricultural consultant services to the Township Committee, Land Use Boards and

Shade Tree Commission. Upon written notice, such services shall also include written subdivision and site plan recommendations regarding shade tree plans, site inspections of preliminary or final subdivision and site plan submissions, inspections and reports for performance bond reduction or release of landscape guarantees and providing specifications for Shade Tree Commission as directed for shade tree planning. The Certified Tree Expert shall submit monthly written reports and perform other similar projects as required or desired by the Township Committee.

Affordability Controls Administrator
Shall manage the Township's Affordable Housing Program, including the administering of resale and rental controls of the Township's low and moderate income homes under the procedures established by the Fair Housing Act N.J.S.A. 52:27D-301 Section 324 and the Township of Manalapan.

Township Conflict/Alternate Attorney
Shall perform legal services when the Township of Manalapan is in need of special conflict counsel services as set forth in Chapter 26 of the Code of the Township of Manalapan.

Township Conflict/Alternate Engineer
Shall perform engineering services when the Township of Manalapan is in need of special conflict engineering services as set forth in Chapter 26 of the Code of the Township of Manalapan.

Township Conflict/Alternate Planner
Shall perform planning services when the Township of Manalapan is in need of special conflict planner services as requested by the Township of Manalapan.

Township Conflict/Alternate Tax Appeal Attorney
Shall perform tax appeal services when the Township of Manalapan is in need of special conflict tax appeal services as requested by the Township of Manalapan.

Special Counsel – COAH/Affordable Housing
The Special Counsel COAH/Affordable Housing shall be an attorney of law of the State of New Jersey with experience in COAH and Affordable Housing Matters. Special Counsel shall perform such duties associated with Township COAH and Affordable Housing Matters as deemed necessary by the Township Committee of the Township of Manalapan.

Special Counsel –Tax Appeal
Shall perform all legal services required in order to defend and/or prosecute real property tax appeals relating to those ongoing real property tax appeals and such other appeals or tax matters that may be filed against and/or by the Township of Manalapan and such ongoing municipal tax matters in which the Township has required legal representation by counsel other than the Township Attorney.

Special Counsel – Labor Employment
The Labor Employment Counsel shall be an Attorney at Law of New Jersey. The Labor Employment Counsel shall be responsible for all labor and employment matters in the Township. These matters include labor negotiations, fact finding interest arbitration, arbitrations, labor and employment counseling, PERC proceedings, disciplinary hearings and employment litigation. Labor Employment Counsel must be available for consultation on a daily basis and shall deal directly with the Township Administrator.

Special Counsel – Labor Employment: Police Matters

The Labor Employment Counsel for Police Matters shall be an Attorney at Law of New Jersey. The Labor Employment Counsel for Police Matters shall be responsible for all Police labor and employment matters in the Township. These matters include labor negotiations, fact finding interest arbitration, arbitrations, labor and employment counseling, PERC proceedings, disciplinary hearings and employment litigation. Labor Employment Counsel for Police Matters must be available for consultation on a daily basis and shall deal directly with the Township Administrator

Licensed Site Remediation Professional

The LSRP shall ensure that contaminated sites are remediated in accordance with the Technical Requirements for Site Remediation, N.J.A.C. 7:26E and related DEP guidance. The DEP will assist the Township and the LSRP in completing the remediation in accordance with DEP rules and guidance. The LSRP will be required conduct the remediation and issue a Response Action Outcome (RAO) upon completion.

Municipal Prosecutor

The Municipal Prosecutor shall be an attorney of law of the State of New Jersey with five (5) years of experience as an Attorney-at-Law. The Municipal Prosecutor shall prosecute violations of criminal and motor vehicle statures on behalf of the State of New Jersey and prosecute violations of Manalapan Township Ordinances on behalf of the Municipality.

Township Architect

The Architect shall be a licensed Architect in the appropriate and applicable disciplines and registered in the State of New Jersey. The Architect shall possess a certification from the State Division of Property Maintenance and Construction (DPMC), have thorough knowledge of the Uniform Construction Code and all applicable State Statutes and regulations and have relevant experience designing public facilities and managing public projects in the State of NJ.

The Architect will be responsible for providing layouts and architectural plans for municipal building improvement projects as required under the Township's capital improvement program. The scope of work will consist of any or all of the following: architectural design, construction management, renderings, overall contract and project management. The Architect will be responsible for all Uniform Construction Code (UCC) documentation, site survey, shut off letters from utilities and disposal forms if applicable. The preparation of plans for building improvements shall encompass any or all of the following areas: Structural, Mechanical (HVAC), Plumbing, Electrical, Truss Drawings, Zoning, Engineering, Utilities, Site Survey and Soils.

Financial Advisory Services

Shall provide property appraisal services in conjunction with issuance of debt, including but not limited to development of marketing strategy, preparation of the Official Statement, coordination with bond rating agencies and dissemination of continuing disclosure information to the secondary bond market.

Planning Board Attorney

The Planning Board Attorney shall be an attorney at law of New Jersey. The Planning Board Attorney shall attend all regular and special Planning Board meetings, which shall include routine phone calls and meetings with staff. The Planning Board Attorney shall prepare and defend all litigation affecting the Planning 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 Planning Board Attorney

shall provide legal advice, research and assistance on any other special matters, which the Planning Board may require to be addressed by the attorney. The Planning Board Attorney shall draft all legal documents as may be required including preparation of documents, Developers Agreements, and review of deeds, covenants, easements, etc. The Planning Board Attorney shall represent or advise the Planning Board on any matter in which the Planning Board may have a present or future interest.

Planning Board Engineer

The Planning Board Engineer shall be a New Jersey licensed professional engineer with experience in land use board procedures, municipal ordinance interpretation, stormwater management regulations, and site design. The Planning Board Engineer shall perform the duties specified in New Jersey State Law and the Municipal Codes and Regulations, including but not limited to: attendance at all regular and special Planning Board meetings; regular phone calls and meetings with staff, other Board professionals, and Board Applicants and their professionals; review of and report on all site plan, subdivision and other Planning Board applications; and performance of any additional work specifically requested by the Planning Board, such as ordinance review.

Planning Board Planner

The Planning Board Planner shall be a New Jersey licensed professional planner. The Planning Board Planner shall provide general planning services on behalf of the Planning Board. The Planning Board Planner shall attend all regular and special Planning Board meetings, which shall include routine phone calls and meetings with staff. The Planning Board Planner shall review all plans and applications forwarded for review by the Planning Board, conduct site inspections, prepare written reports of all findings and recommendations, attend such meetings as requested by the Planning Board, and employ at their expense such personnel as are deemed necessary to carry out their required duties. The Planning Board Planner shall review and report on planning issues other than development review as requested by the Planning Board Chairman, Planning Board Administrator, or their designee. The Planning Board Planner shall render opinions orally or in writing upon any question of planning submitted to them by the Planning Board Chairman, Planning Board Administrator, or their designee, or anyone else authorized by the Planning Board Chairman, Planning Board Administrator, or their designee to submit such questions. The Planning Board Planner shall perform such other and different functions, powers, and duties, as may be requested by the Planning Board Chairman or Planning Board Administrator.

Planning Board Conflict/Alternate Attorney

Shall perform legal services as requested to the Manalapan Township Planning 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 of Manalapan.

Planning Board Conflict/Alternate Engineer

Shall provide engineering services as requested to the Manalapan Township Planning Board when they are in need of special conflict engineering services as required under the Municipal Land Use Law and the Ordinances of the Township of Manalapan.

Planning Board Conflict/Alternate Planner

Shall provide planning services as requested to the Manalapan Township Planning Board when they are in need of a special conflict planner as required under the Municipal Land Use Law and the Ordinances of the Township of Manalapan.

Zoning Board Attorney

The Zoning Board Attorney shall be an attorney at law of New Jersey. The Zoning Board Attorney shall be retained to provide all legal counsel to the Zoning Board and to serve as legal advisor on all matters of the Zoning Board of Adjustment's business. The Zoning Board Attorney shall attend all regular and special Zoning Board meetings, which shall include routine phone calls with staff. The Zoning Board Attorney shall represent or advise the Zoning Board on any matter in which the Zoning Board may have a present or future interest.

Zoning Board Engineer

The Zoning Board Engineer shall be a New Jersey licensed professional engineer with experience in land use board procedures, use variance applications, municipal ordinance interpretation, stormwater management regulations, and site design. The Zoning Board Engineer shall perform the duties specified in New Jersey State Law and the Municipal Codes and Regulations, including but not limited to: attendance at all regular and special Zoning Board meetings; regular phone calls and meetings with staff, other Board professionals, and Board Applicants and their professionals; review of and report on all site plan, subdivision, use variance, and other Zoning Board applications; and provision of general engineering and land use advice as it pertains to pending and prospective applications to the Zoning Board. The Zoning Board Engineer would be available to provide engineering, surveying and construction observation services and any other services required by the Zoning Board of Adjustment.

Zoning Board Planner

The Zoning Board Planner shall be a New Jersey licensed professional planner. The Zoning Board Planner shall provide general planning services on behalf of the Zoning Board. The Zoning Board Planner shall attend all regular and special Zoning Board meetings, which shall include routine phone calls and meetings with staff. When directed, the Zoning Board Planner shall provide services necessary to review, report on, and make recommendations concerning subdivision, site plan, and use variance applications with regard to conformance with applicable municipal ordinances and/or general planning and design practice and requirements. When directed, the Zoning Board Planner shall provide services necessary to review, assess conformity to requirements and take necessary action with respect to issuance of certificates, permits, licenses and similar regulatory documents. The Zoning Board Planner shall provide technical advice to other Zoning Board employees, officials and agents concerning their review of such documents. The Zoning Board Planner shall perform such other and different functions, powers, and duties, as may be requested by the Zoning Board Chairman or Zoning Board Administrator.

Zoning Board Conflict/Alternate Attorney

Shall perform legal services as requested to the Manalapan Township Zoning 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 of Manalapan.

Zoning Board Conflict/Alternate Engineer

Shall provide engineering services as requested to the Manalapan Township Zoning Board when they are in need of special conflict engineering services as required under the Municipal Land Use Law and the Ordinances of the Township of Manalapan.

Zoning Board Conflict/Alternate Planner

Shall provide Planner services as requested to the Manalapan Township Zoning Board when they are in need of a special conflict planner as required under the Municipal Land Use Law and the Ordinances of the Township of Manalapan.

TOWNSHIP OF MANALAPAN
INFORMATION FOR PROFESSIONAL SERVICES ENTITIES
(FAIR & OPEN PUBLIC SOLICITATION PROCESS)

1B.1 RECEIPT AND OPENING OF SUBMISSIONS

1B.1.1 OWNER AND PROJECT

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

1B.1.2 TIME AND PLACE OF SUBMISSION OPENINGS

Township Administrator and/or his 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. **Please be sure to note special instructions in Standardized Submission Requirements and Selection Criteria**.

1B.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 Township of Manalapan Ordinances.

1B.1.4 WITHDRAWING SUBMISSIONS

Submissions forwarded to the Township Administrator and/or his 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. Once submissions have been opened, they must remain firm for a period of sixty (60) days.

1B.2 QUALIFICATIONS OF PROFESSIONAL SERVICES ENTITIES

1B.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.

1B.2.2 PAST PERFORMANCE

Documented past performance of same and/or similar service.

1B.2.3 REFERENCES

References and record of success of same or similar service.

1B.2.4 DESCRIPTION OF ABILITIES

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

1B.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.

1B.2.6 TECHNICAL PROCESS AND EQUIPMENT

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

1B.3 PREPARATION OF SUBMISSIONS

1B.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 Township of Manalapan, Attn: Purchasing Agent, 120 Route 522, Manalapan, N.J. 07726. The envelope shall specify the Appointment and Title for which the submission is provided. The submission 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 Owner 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 all forms listed in the Checklist and be completed in their entirety.

1B.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.

1B.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 Township's Chief Financial Officer has certified the necessary funds in a lawful manner.

1B.5 MODIFICATIONS OF SUBMISSIONS

Any professional services entity may modify his 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.

1B.6 REJECTION OF SUBMISSIONS

1B.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.

1B.6.2 UNBALANCED SUBMISSIONS

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

1B.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.

1B.6.4 METHOD OF AWARD OF SUBMISSIONS

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

1B.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.

1B.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.

1B.8 PAYMENT

Checks are processed by the Township of Manalapan's Finance Department approximately on the 2nd week and 4th 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.

1B.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.

1B.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.

1B.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.**

1B.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 TOWNSHIP OF MANALAPAN 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.

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

Contract Term: Pursuant to **N.J.S.A. 40A:11-3(b)**,"contracts for professional services pursuant to subparagraph (i) of paragraph (a) subsection (1) of section 5 of P.L. 1971, c.198 (N.J.S.A. 40A:11-5) may be awarded for a period not exceeding twelve (12) consecutive months".

This solicitation is for a one (1) year contract for services, from **January 1, 2027 through December 31, 2027.**

1B.13 ADMINISTRATION OF PUBLIC RECORDS

Records received, retained, retrieved or transmitted under the terms of this contract may constitute public records of the Township of Manalapan as defined by N.J.S.A. 47.3-16 and are legal property of the Township of Manalapan. The vendor(s) named in this contract must agree to administer and dispose of such records in compliance with the State's public records laws and associated administrative rules.

The Secretary of State and the Commissioner of Community Affairs recognize that earlier privatization contracts may need to be revisited for consistency with these guidelines. Those contracts shall be reviewed by the originating local governmental unit and DARM to determine if a public records provision should be incorporated and/or modified. Where appropriate, the local governmental units shall attempt to negotiate with the vendor a revision to the contract to ensure proper and uninterrupted maintenance of crucial public records.

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. Township of Manalapan) 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 Township of Manalapan strongly suggests 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.

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.

TOWNSHIP OF MANALAPAN

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

The CONTRACTOR and the TOWNSHIP OF MANALAPAN (herein referred to as the Township) do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S12101 et 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 TOWNSHIP 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 TOWNSHIP in any action or administrative proceeding commenced pursuant to this Act. The CONTRACTOR shall indemnify, protect, and save harmless the TOWNSHIP, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The CONTRACTOR shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the TOWNSHIP'S grievance procedure, the CONTRACTOR agrees to abide by any decision of the TOWNSHIP, which is rendered pursuant to, said grievance procedure. If any action or administrative proceeding results in an award of damages against the TOWNSHIP or if the TOWNSHIP incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the CONTRACTOR shall satisfy and discharge the same at its own expense.

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

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

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

TOWNSHIP OF MANALAPAN

STANDARDIZED SUBMISSION REQUIREMENTS & SELECTION CRITERIA

(FAIR & OPEN PUBLIC SOLICITATION PROCESS FOR PROFESSIONAL SERVICES)

The Township of Manalapan 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:

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.

Please Note this Additional Requirement:

All Professional services entities shall submit one (1) original and one (1) copy of their sealed submission, on Thursday, December 3, 2026, at 11:00 a.m.

After the submission opening, a PDF file of the submission for Township Professionals shall be e-mailed to tlovrich@mtnj.org and ksafchinsky@mtnj.org

Professional services entities submitting sealed bids for all Zoning Board Professionals AND Planning Board Professionals shall submit one (1) original and one (1) copy clearly marked Zoning Board or Planning Board to the Township of Manalapan, 120 Route 522, Manalapan, NJ 07726 by the above date. After the submission opening, a PDF file of the submission shall be e-mailed to bboccanfuso@mtnj.org and jmoench@mtnj.org

TOWNSHIP OF MANALAPAN

CHECKLIST

SUBMISSION DATE: Thursday, December 3, 2026 at 11:00 a.m.

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

1. Non-Collusion Affidavit ____**X**____

2. Statement of Ownership Disclosure ____**X**____

3. Insurance Requirement Acknowledgement Form ____**X**____

4. Insurance Certificate ____**X**____

5. Mandatory Equal Employment Opportunity Notice Acknowledgement ____**X**____

6. Copy of your ***Business Registration Certificate*** as issued by the State of New Jersey, Department of Treasury, Division of Revenue ____**X**____

7. W-9 ____**X**____

8. Professional Service Entity Information Form ____**X**____

9. Qualifications Submission ____**X**____

10. Acknowledgement of Addenda (if addenda issued) ____**X**____

11. Disclosure of Investment Activities in Iran ____**X**___

12. Disclosure of Prohibited Activities in Russia Or Belarus ____**X**___

Reminder

Please submit one (1) original and one (1) additional copy of the sealed submission. See specific instructions for Township submissions and Planning and Zoning Board submissions.

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 Township of Manalapan 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 establish, 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)

STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: _____

Organization Address: _____

Part I Check the box that represents the type of business organization:

☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)

☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)

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

☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership (LLP)

☐ Other (be specific): _____

Part II

☐ The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. (**COMPLETE THE LIST BELOW IN THIS SECTION**)

OR

☐ No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. (**SKIP TO PART IV**)

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Address

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed**.

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above**. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Address

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the ***Township of Manalapan*** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with ***Township*** to notify the ***Township*** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the ***Township*** to declare any contract(s) resulting from this certification void and unenforceable.

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

TOWNSHIP OF MANALAPAN

INSURANCE REQUIREMENTS AND ACKNOWLEDGEMENT FORM

Certificate(s) of Insurance shall be filed with the Township's Clerk's Office upon award of contract by the Township Committee.

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)

TOWNSHIP OF MANALAPAN

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 Township of Manalapan, 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 Township of Manalapan 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 Township of Manalapan 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 Township of Manalapan, 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. 10:531 et seq. and N.J.A.C. 17:27 et seq.

COMPANY: _____

SIGNATURE: _____ PRINT NAME: _____

TITLE: _____ DATE: _____

TOWNSHIP OF MANALAPAN
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: _____

TOWNSHIP OF MANALAPAN
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:

NOT TO EXCEED AMOUNT TOTAL FOR THE YEAR 2027

$_____

Note: Attach additional sheets as necessary.

Firm _____ Date: _____

Authorized Representative (Print): _____

Signature: _____ Title:_____

Telephone #: _____ Fax #: _____

TOWNSHIP OF MANALAPAN

ACKNOWLEDGEMENT OF ADDENDA – 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)

*TO BE SUBMITTED IF AN ADDENDA IS ISSUED.

TOWNSHIP OF MANALAPAN

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

PART 1:

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates (any parent, successor, subunit, direct or indirect subsidiary, or any entity under common ownership or control with, any entity), is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the State of New Jersey, Department of Treasury, Division of Purchase and Property website at http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf. Bidders must review this list prior to completing the below certification. If the Township finds a person or entity to be in violation of law, s/he shall act as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

PLEASE CHECK THE APPROPRIATE BOX:

☐ I certify, pursuant to Public Law 2012 c. 25, that neither the bidder listed above nor any of the bidder's Parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012 c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification below.

OR

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

PART 2: PROVIDE FURTHER INFORMATION ON ACTIVITIES IN RUSSIA OR BELARUS

Provide a detailed, accurate and precise description of the activities of the vendor, or one of its parents, subsidiaries or affiliates, engaging in the investment activities outlined above:

Name: _____

Relationship to Bidder: _____

Describe Activities: _____

Duration of Engagement: _____

Anticipated Cessation Date: _____

Bidder's Contact Name: _____

Contact Phone Number: _____

PART 3: CERTIFICATION

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

Signature: _____

Full Name: _____

Title: _____

Date: _____

State of New Jersey

MIKIE SHERRILL
Governor

DR. DALE G. CALDWELL
Lt. Governor

DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY
OFFICE OF THE DIRECTOR
33 WEST STATE STREET
P. O. BOX 039
TRENTON, NEW JERSEY 08625-0039
https://www.njstart.gov
Telephone (609) 292-4886

AARON BINDER
State Treasurer

AMY F. DAVIS, ESQ.
Acting Director

The following list represents entities determined, based on credible information available to the public, to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25"):

1. AK Makina Ltd.
2. Amona
3. Bank Markazi Iran (Central Bank of Iran)
4. Bank Mellat
5. Bank Melli Iran
6. Bank Saderat PLC
7. Bank Sepah
8. Bank Tejarat
9. China National Offshore Oil Corporation (CNOOC)
10. China National Petroleum Corporation (CNPC)
11. China National United Oil Corporation (ChinaOil)
12. China Oilfield Services Limited
13. China Petroleum & Chemical Corporation (Sinopec)
14. China Precision Machinery Import-Export Corp. (CPMIEC)
15. Indian Oil Corporation
16. Kingdream PLC
17. Naftiran Intertrade Company (NICO)
18. National Iranian Tanker Company (NITC)
19. Oil and Natural Gas Corporation (ONGC)
20. Oil India Limited
21. Persia International Bank
22. Petroleos de Venezuela (PDVSA Petróleo, SA)
23. PetroChina Company, Ltd.
24. Sameh Afzar Tajak Co. (SATCO)
25. Sinohydro Co., Ltd.
26. SK Energy Co. Ltd.
27. SKS Ventures
28. Som Petrol AS
29. Zhuhai Zhenrong Company

List Date: July 1, 2026

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

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

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

(Check the Appropriate Box)

☐ A. That the Vendor is not identified on the OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus.

OR

☐ B. That I am unable to certify as to "A" above, because the Vendor is identified on the OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus.

OR

☐ C. That I am unable to certify as to "A" above, because the Vendor is identified on the OFAC Specially Designated Nationals and Blocked Persons list. However, the Vendor is engaged in activity related to Russia and/or Belarus consistent with federal law, regulation, license or exemption. A detailed description of how the Vendor's activity related to Russia and/or Belarus is consistent with federal law is set forth below.

_____

_____

_____

_____

_____

_____

(Attach Additional Sheets If Necessary.)

Signature of Vendor's Authorized Representative	Date
Print Name and Title of Vendor's Authorized Representative	Vendor's FEIN
Vendor's Name	Vendor's Phone Number
Vendor's Address (Street Address)	Vendor's Fax Number
Vendor's Address (City/State/Zip Code)	Vendor's Email Address

[i] Vendor means: (1) A natural person, corporation, company, limited partnership, limited liability partnership, limited liability company, business association, sole proprietorship, joint venture, partnership, society, trust, or any other nongovernmental entity, organization, or group; (2) Any governmental entity or instrumentality of a government, including a multilateral development institution, as defined in Section 1701(c)(3) of the International Financial Institutions Act, 22 U.S.C. 262r(c)(3); or (3) Any parent, successor, subunit, direct or indirect subsidiary, or any entity under common ownership or control with, any entity described in paragraph (1) or (2).