

**TOWNSHIP OF FRANKLIN, COUNTY OF SOMERSET**

475 DeMott Lane, Somerset, NJ 08873-6704

MUNICIPAL BUILDING

Somerset, NJ 08873-6704

PURCHASING DEPARTMENT  
Cindy Belanger  
Purchasing Agent, QPA, RPPO



PHONE: (732) 873-2500 ext. 6239  
Email: Cindy.Belanger@Franklinnj.gov

**NOTICE OF RFP**

The Township of Franklin, County of Somerset is soliciting proposals through a fair and open process in accordance with N.J.S.A. 19:44A-20.4 et seq.

Sealed RFP responses will be received by the Purchasing Agent on or by July 6, 2023 at 11:00 A.M. in the Purchasing Department, Municipal Building, 475 DeMott Lane, Somerset NJ 08873 at which time and place responses will be opened for:

**BUSINESS AND INDUSTRY (B-I) ZONE  
MASTER PLAN REEXAMINATION  
Franklin Township Somerset County, NJ  
TRAFFIC EVALUATION Contract # MC-FO-0016-23**

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Specifications and instructions may be obtained at the Purchasing Office or on the Franklin Township website [www.franklintwpnj.org](http://www.franklintwpnj.org). We are storing all responses electronically; therefore submit all pages of the response on a CD or flash drive in addition to the printed copies.

\* RFP Addenda will be issued on the website. Therefore, interested respondents should check the website from now through RFP opening. It is the sole responsibility of the respondent to be knowledgeable of all addenda related to this procurement.

Respondents shall comply with the requirements of P.L. 1975 C127 (N.J.A.C. 17:27et seq.)

Cindy Belanger, QPA, RPPO  
Date Posted to Web: June 9, 2023

## **1. Introduction**

This contract is to furnish and deliver professional services for the Township of Franklin, County of Somerset through a fair and open process in accordance with N.J.S.A. 19:44A-20.4 et seq.

## **2. Administrative Conditions and Requirements**

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

### **2.1 Schedule**

Release of RFP	June 9, 2023
Proposal Due Date	July 6, 2023
Evaluation Completed	July, 2023
Township Council Action	August 8, 2023
Contract Execution and Project Initiation	August, 2023

### **2.2 Proposal Submission Information**

#### **Submission Date and Time:**

**DATE**, July 6, 2023 at 11:00 AM

One (1) Original five (5) copies

The Township is storing all responses electronically; therefore submit **all pages** of the response on a CD or flash drive in addition to the printed copies.

#### **Submission Office:**

Office of the Purchasing Agent  
Municipal Building  
475 DeMott Lane  
Somerset, N.J. 08873

Clearly mark the submittal package with the title of this solicitation and the name of the responding firm, addressed to the Purchasing Agent. The original proposal shall be marked to distinguish it from the 5 copies.

Only those responses received prior to or on the submission date will be considered. Responses delivered before the submission date and time specified above may be withdrawn upon written

application of the respondent who shall be required to produce evidence showing that the individual is or represents the principal or principals involved in the proposal. After the submission date and time specified above, responses must remain firm for a period of sixty (60) days.

### **2.3 Using Department**

Mark Healey, PP/AICP  
Planning Director/ Senior Zoning Officer  
[mark.healey@franklinnj.gov](mailto:mark.healey@franklinnj.gov)  
732-873-2500 x 6271

### **2.4 Township Representative for this Solicitation**

Please direct all questions in writing to:

Cindy Belanger, RPPO, QPA  
Purchasing Agent  
Voice: (732) 873-2500 ext. 6239  
Fax: (732) 873-1059  
Email: [Cindy.Belanger@franklinnj.gov](mailto:Cindy.Belanger@franklinnj.gov)

### **2.5 Interpretations and Addenda**

Respondents are expected to examine the RFP with care and observe all its requirements. All questions about the meaning or intent of this RFP, all interpretations and clarifications considered necessary by the owner's representative in response to such comments and questions will be issued by Addenda posted to website and mailed or delivered to all parties recorded as having received the RFP package. Only comments and questions responded to by formal written Addenda will be binding. Oral interpretations, statements or clarifications are without legal effect.

### **2.6 Quantities of Estimate**

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

### **2.7 Cost Liability and Additional Costs**

The owner assumes no responsibility and liability for costs incurred by the Respondents prior to the issuance of an agreement. The liability of the owner shall be limited to the terms and conditions of the contract.

Respondents will assume responsibility for all costs not stated in their proposals. All unit rates either stated in the proposal or used as a basis for its pricing are required to be all-inclusive. Additional charges, unless incurred for additional work performed by request of the owner, are not to be billed and will not be paid.

### **2.8 Statutory and Other Requirements**

### **2.8.1 Compliance with Laws**

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

### **2.8.2 Mandatory EEO/Affirmative Action Compliance**

No firm shall be issued a contract unless it complies with the EEO/Affirmative Action requirements of P. L. 1975, C. 127 as identified in the documents attached hereto. The form shall be properly executed.

### **2.8.3 Additional Laws Against Discrimination**

Discrimination on the basis of race, creed, color, national origin, nationality, ancestry, age, sex (including pregnancy), familial status, marital status, domestic partnership or civil union status, affectional or sexual orientation, gender identity or expression, atypical hereditary cellular or blood trait, genetic information, mental or physical disability, or perceived disability in contracting for the delivery of services is prohibited. Respondents are required to read the following laws and agree that the provisions of said laws are made part of, and incorporated into the contract. The contractor is obligated to comply with the laws (and any amendments thereto even if enacted after the date of this contract) and contractor agrees to hold the owner harmless for any claims of discrimination. Such laws include but may not be limited to:

- Americans with Disabilities Act of 1990;
- The Age Discrimination in Employment Act of 1967;
- Title VII of the Civil Rights Act of 1964;
- Genetic Information Nondiscrimination Act;
- New Jersey Equal Pay Act;
- New Jersey Civil Union Act.

### **2.8.4 Statement of Ownership Disclosure**

No corporation or partnership shall be awarded any contract for the performance of any work or the furnishing of any goods, unless, with receipt of the proposal of said corporation or partnership, there is submitted to the Township a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own ten (10) percent or greater interest therein. The Respondent shall complete and submit the form of statement that is included in this RFP.

### **2.8.5 Non-Collusion Affidavit**

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

### **2.8.6 N.J. BUSINESS REGISTRATION CERTIFICATE P.L. 2009, C.315**

Reforms Business Registration Certificate Filing; permits filing prior to award of contracts if not filed with bid. Effective with bids received and contracts awarded after January 18, 2010, this law removes the requirement of the Local Public Contracts Law (N.J.S.A. 40A:11-23.2) that required a bid to be rejected if the respondent failed to include a BRC with their bid, even though it may have been the lowest responsible bid. The law now allows the BRC to be filed any time prior to award of the

contract and the bidder had to obtain the BRC prior to receipt of bids. This permits the BRC to be required with a bid, or submitted subsequently. If a BRC is required in a bid, but not submitted with the bid, it would be an immaterial defect; curable by being filed prior to award of the contract. A BRC is obtained from the New Jersey Division of Revenue. Information on obtaining a BRC is available on the internet at [www.nj.gov/njbgs](http://www.nj.gov/njbgs) or by phone at (609) 292-1730.

**2.8.7 “Pay to Play” – Notice of Disclosure Requirement – P.L. 2005, Chapter 271, Section 3 Reporting (N.J.S.A. 19:44A – 20.27)**

- (1) Any business entity that has received \$50,000 or more in contracts from government entities in a calendar year is required to file an annual disclosure report with ELEC. The instructions and form are available on the ELEC website.
- (2) Annual Disclosures require submission by March 30<sup>th</sup> of each year covering contracts and contributions for the prior calendar year.
- (3) At a minimum, a list of all business entities that file an annual disclosure report will be listed on ELEC’s website at [www.elec.state.nj.us](http://www.elec.state.nj.us).
- (4) If you have any questions please contact ELEC at:  
1-888-313-ELEC (3532) (toll free in NJ) or 609-292-8700

**2.8.8 Assign, Sublet or Transfer Any Rights/Interests**

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

**2.8.9 Insurance and Indemnification**

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

The contractor further covenants and agrees to indemnify and save harmless the owner from the payment of all sums of money or any other consideration(s) by reason of any, or all, such accidents, injuries, damages, or hurt that may happen or occur upon or about such work and all fines, penalties and loss incurred for or by reason of the violation of any owner regulation, ordinance or the laws of the State, or the United States while said work is in progress.

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

**A. Insurance Requirements:**

**Worker’s Compensation and Employer’s Liability Insurance**

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

**Commercial General Liability Insurance**

This insurance shall be on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. The Township of Franklin, its officers, officials, employees, and volunteers are to be covered as additional insureds on the commercial general liability policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations

**Automobile Liability Insurance**

This insurance covering contractor for claims arising from owned, hired and non-owned vehicles with limits of not less than \$1,000,000.00 any one person and \$1,000,000.00 any one accident for bodily injury and \$1,000,000.00 each accident for property damage, shall be maintained in force during the life of this contract by the contractor.

**B. Certificates of the Required Insurance**

Certificates shall be submitted along with the contract as evidence covering the above insurances in the amounts set forth above. Such coverage shall be with acceptable insurance companies operating on an admitted basis in the State of New Jersey.

Self-insured contractors shall submit an affidavit attesting to their self-insured coverage and shall name the owner as an additional insured.

Franklin Township will not accept Mutual Limitation of Liability terms.

**C. Indemnification**

Successful respondent shall indemnify and hold harmless the owner from all claims, suits or actions and damages or costs of every name and description to which the owner may be subjected or put by reason of injury to the person or property of another, or the property of the owner, resulting from negligent acts or omissions on the part of the respondent, the respondent’s agents, servants or subcontractors in the delivery of goods and services, or in the performance of the work under the contract.

**Professional Liability, (Errors & Omissions) Insurance Policy**

Insurance appropriates to the Consultant’s profession, with limit no less than \$1,000,000 per occurrence or claim, \$1,000,000 aggregate.

**2.8.10 HIPAA (If Applicable)**

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

The Contractor shall:

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

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

### **2.8.11 Proof of Licensure**

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

### **2.8.12 Disclosure of Investment Activities in Iran**

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

### **2.9 Public Emergency**

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

### **2.10 Multiple Proposals Not Accepted**

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

### **2.11 Use of Sub-consultants**

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

### **2.12 Failure to Enter Contract**

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

### **2.13 Commencement of Work**

The contractor agrees to commence work after the date of award by the owner and upon notice from the using department.

## **2.14 Termination of Contract**

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

The contractor agrees to indemnify and hold the owner harmless from any liability to subcontractors/suppliers concerning payment for work performed or goods supplied arising out of the lawful termination of the Contract by the owner under this provision. In case of default by the contractor, the owner may procure the articles or services from other sources and hold the contractor responsible for any excess cost occasioned thereby.

## **2.15 Non-Allocation of Funding Termination**

Each fiscal year payment obligation of the Owner is conditioned upon the availability of Owner funds appropriated or allocated for the payment of such an obligation. If funds are not allocated and available for the continuance of any services performed by the Contractor hereunder, whether in whole or in part, the Owner at the end of any particular fiscal year may terminate such services. The Owner will notify the Contractor in writing immediately of any services that will be affected by a shortage of appropriated funds. This provision shall not be construed so as to permit the Owner to terminate this Agreement during the term, or any service hereunder, merely in order to acquire identical services from a third party contractor.

## **2.16 Force Majeure**

Neither party shall be responsible for any resulting loss or obligation to fulfill duties as specified in any of the terms or provisions of this Agreement if the fulfillment of any term or provision of this Agreement is delayed or prevented by any revolutions, insurrections, riots, wars, acts of enemies, national emergencies, strikes, floods, fires, acts of God, or by any cause not within the control of the party whose performance is interfered with which by the exercise of reasonable diligence such party is unable to prevent. Additionally, if the fulfillment of any of the terms and provisions of this Agreement is delayed or prevented by any court order, or action or injunction or other such agreement, this Agreement shall become voidable by the owner by notice to each party.

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

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

## **2.18 Challenge of Specifications**

Any respondent who wishes to challenge a specification shall file such challenge in writing with the Purchasing Agent no less than three (3) business days prior to the opening of the RFP's. Challenges filed after that time shall be considered void and having no impact on the owner or the award of contract.



## **2.19 Payment**

Invoices shall specify, in detail, the period for which payment is claimed, the services performed during the prescribed period, the amount claimed and correlation between the services claimed and the Proposal Cost Form.

Payment will be made on presentation of owner's voucher duly signed and executed.

The owner may withhold all or partial payments on account of subsequently discovered evidence including but not limited to the following:

- 1 Deliverables not complying with the project specification;
- 2 Claims filed or responsible evidence indicating probability of filing claims;
- 3 A reasonable doubt that the Contract can be completed for the balance then unpaid.

When the above grounds are removed, payment shall be made for amounts withheld because of them.

## **2.20 Non-payment of Penalties and Interest on Overdue Bills**

Public funds may be used to pay only for goods delivered or services rendered. Franklin Township, Somerset County will not pay penalties and/or interest on overdue bills. No employee is authorized to sign a letter of credit or any other document that represents a legal commitment on the part of the Township to pay additional fees.

## **2.21 Ownership of Material**

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

Ownership of all data, materials and documentation originated and prepared for the owner pursuant to this contract shall belong exclusively to the owner. All data, reports, computerized information, programs and materials related to this project shall be delivered to and become the property of the owner upon completion of the project. The contractor shall not have the right to use, sell, or disclose the total of the interim or final work products, or make available to third parties, without the prior written consent of the owner. All information supplied to the owner may be required to be supplied on CD-ROM media compatible with the owner's computer operating system, windows based, Microsoft Office Suite 2007 or greater.

## **2.22 Source of Specifications/RFP Packages**

Official Municipal Request for Proposal (RFP) packages for routine goods and services are available from [www.franklintwpnj.org](http://www.franklintwpnj.org) at no cost to the prospective respondents. All addenda are posted on this site. Potential respondents are cautioned that they are responding at their own risk if a third party supplied the specifications that may or may not be complete. The owner is not responsible for third party supplied RFP documents.

## **2.23 Altering Official Document**

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

#### **2.24 W-9**

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

#### **2.25 Conflict of Interest**

Successful respondents are required to be free of any conflict of interest. As the Township is a public entity, please note that the Township is precluded by the Rules of Professional Conduct from waiving conflicts of interest. See RPC 1.7(a)(2) and RPC 1.7(b)(2). If your firm is awarded a contract, you have an ongoing obligation during the term of your designation to disclose any and all actual or potential conflicts and to not accept matters adverse to the Township. Additionally, retained counsel shall not disclose any confidential information learned or received in any way as part of a retention, either during the term of service or at any time thereafter.

#### **2.26 No Endorsement**

Award of professional services contract does not constitute an endorsement by the Township of Franklin, County of Somerset. A firm awarded a professional services contract shall not promote or advertise its designation without first obtaining the Township's permission.

#### **2.27 Consultant Affiliation**

Consultants are prohibited from specifying a product line in which such consultant has an affiliation. As such, there shall be no affiliation between the consultant and product manufacturers referenced in the specifications, nor shall the consultant endorse those companies or manufacturers referenced in the specifications.

#### **2.28 Open Public Records Act**

Respondents are hereby advised that their responses may be subject to dissemination under the Open Public Records Act ("OPRA") or the common law right of access.

### **3. SCOPE OF WORK (SOW)**

#### **INTRODUCTION**

Franklin Township has experienced exponential growth in the amount of development applications for warehouses in the form of more than two dozen such applications for the development of new or expanded warehouses since 2018 which total several million square feet. It is anticipated that this exponential growth in warehouse development will create significant impacts to the quality of life in Franklin Township including but not limited to traffic impacts related to the capacity of the Township's roadway network to handle the significant increase in truck traffic and additional negative impacts to sensitive land uses including noise and air pollution.

As a result of these concerns, the Township issued a separate Request for Proposal (RFP) to evaluate the B-I zone focusing on these issues. Since traffic impacts are a principal concern, the Township has issued this separate Request for Proposals (RFP) to evaluate related traffic issues. The results of this study will be a key consideration in the preparation of, and the recommendations contained in, the Master Plan Reexamination.

While the Township will be awarding separate contracts for each of these RFPs, consultants are encouraged to propose a coordinated approach addressing both (e.g., acknowledging in their proposal an understanding of the purpose and scope of each RFP and proposing an coordinated approach)

#### **SCOPE OF SERVICES**

1. Review historical traffic counts and related documents from previous site plan applications within the B-I (Business and Industry Zone) including site plans and traffic impacts studies prepared within the zone.
2. Obtain current traffic count data within the study area to obtain current traffic volume data along key network roadways and critical intersections.

Perform Manual Turning Movement Traffic Volume Counts during the AM, PM and Saturday Peak Traffic Periods at the following critical intersections:

- School House Road and Weston Canal Road
- School House Road and Mettlers Road
- School House Road and Randolph Road
- School House Road / New Brunswick Road and Elizabeth Avenue
- Randolph Road and Weston Canal Road
- Weston Canal Road and Cottontail Lane
- Weston Canal Road and I-287 Southbound On/Off Ramps
- Weston Canal Road and I-287 Northbound On/Off Ramps

- Davidson Avenue and Pierce Street
- Davidson Avenue and Easton Avenue
- Veronica Avenue and Route 27
- Veronica Avenue and Hamilton Street
- JFK Boulevard and Easton Avenue
- JFK Boulevard and Hamilton Street
- Separate line item will be requested for an additional two (2) intersections, to be determined by the Township.

The Manual Turning Movement Count Data should identify Trucks, Buses, Cars and Pedestrian Volumes.

Perform Automatic Traffic Recorder (ATR) Volume data collection for a continuous period of 1 week along the following key network roadways:

- School House Road (2 locations)
- Weston Canal Road (2 locations)
- Randolph Road (2 locations)
- Davidson Avenue (2 locations)
- New Brunswick Road (2 locations)
- Pierce Street (1 location)
- Manville Causeway (1 location)
- Veronica Avenue (1 location)

The full RFP item which will include equipment, setup, mobilization, demobilization and analysis of the data.

A deletion item will be included for this item with the Township Traffic Safety Unit utilizing Township equipment. 6-9 weeks should be expected for the Township to perform the data gathering (Township will begin prior to the start of the professional so the 60 day schedule can be maintained); same will be provided to the perspective professional for an analysis of the data.

3. A field evaluation of the key network roadways and critical intersections within the study area should be performed to collect the data necessary to perform the Traffic Impact Study. As such the existing conditions are to be inventoried, photographed and evaluated including access, posted speed limits, lane widths, intersection configurations, signage, stop conditions, parking conditions, striping, signalization operations and traffic regulations.
4. Prepare a Traffic Impact Study which evaluates the impacts of the development within the B-I Zone at the key network roadways and critical intersections within the study area. The Traffic Impact Study must include anticipated traffic from development projects that have been approved and/or are

currently under review by the Township' Boards, but not yet built which include, at the time of this RFP, the following:

- Odin Pharmaceutical - 300 Franklin Square Drive (B502.02 L 39.05)
- Ivy River Property, LLC - 1 Riverview Dr (B517.03 L3.3)
- Elion Acquisitions - 47 Veronica Ave (B88.02 L13, 25, 26, 71, 72)
- Milon Builders - 16 Heller Park Ln (B514 L15)
- Active SP Belmont - 230 Belmont Dr (B517.05 L35.12)
- Executive Drive Investments - 490 Elizabeth Ave (B514 L 34)
- Elizabeth Realty Partners - 483 485 Elizabeth Ave (B507.14 L61,62)
- BSREP III 17 School House Road - 17 School House Rd/ 244 Belmont (B517.05 L35.11)
- BREIT Industrial Canyon NJ - 1 Wiley Dr (B512.02 L1-4; 35.05, 35.08; B523.03 L 44-66)
- AACTFR Property - 401 Cottontail Ln (B517.01 L8.06)
- Orion IV Logistics Center - 425 429 Elizabeth Ave (B502.01 L2, 4)
- The Harbor Group – 110, 120, 130 Belmont Dr (B528.04 L19.31,19.32)
- JWH Real Estate Holding Corp - 1100 Randolph Rd (B517.04 L1.01)
- BSREP III Logistics Acquisition - 399 Campus Dr (B530.04 L 34.01)
- Duke Realty Corporation - Elizabeth Ave & Grant St (B502.02 L12.03; B504 L1-2; B506.01 L 19-22)
- 50 Atrium Drive - 50 Atrium Drive (B468.01L24.01)
- B9 Cottontail Owner - 200 Cottontail Ln (B517.06 L15.01)
- BH31 Schoolhouse Road - 31 School House Rd (B517.04 L21.03)
- B9 Schoolhouse Owner - 96-104 Schoolhouse (B514 L1-3, p/o 60)
- EWA Somerset 400 Owner - 400 & 600 Atrium Drive (B468.01 L21.06 & 21.14)
- ONYX 789 LLC - 785 Old New Brunswick Road (B507.15L2.01)
- IDIL Davidson - 195-215 Davidson Avenue (B502.02 L37.01 & 38.01)
- L'Oreal - 100 Commerce Dr (B86.03 L10.32)
- Puleo International - 600 Atrium Dr (B468.01 L21.13)
- Baldwas Realty - 545 549 Weston Canal Rd (B516.01 L4.03 5)
- MCS Franklin LLC - 163 Weston Road; 38, 43 & 49 Mettlers Road (B514 L56-59; p/o 60)
- EL-ION Franklin Development - Veronica Ave (B88.02 L13.01)
- 500 Atrium LLC - 500 Atrium Drive (B468.01 L21)
- Concore Realty LLC - 403 Elizabeth Ave (B502.02 L9.01)
- Davidson Plaza NJ LLC - 220 Davidson Ave (B468.01 L21.02)
- Davidson Properties, LLC - 230 Davidson Avenue (B468.01 L20.01)
- Somerset Properties Realty, LLC - 91 Cottontail Lane (B517.01 L8.13)
- HSU Porperty Holdings - 400 Cottontail (B517.06 L15.11)

5. After performing the Manual Turning Movement Counts and Automatic Traffic Recorder Data Collection, the data collected should be provided to the Township for review. Utilizing the peak periods identified from the existing traffic volume data collected and the existing roadway evaluation information collected in the field, Capacity Analyses are to be performed including Level of Service, Delays and Queue Analyses utilizing the latest version of Highway Capacity Software (HCS) and or a simulation model built in Synchro and simulated in SimTraffic for the AM, PM, and Saturday peak hours. Existing, No-Build (including the approved by not yet constructed adjacent development) and Build Conditions are to be analyzed in the Traffic Study.
6. Areas which require mitigation should be identified and potential mitigation alternatives should be recommended. Preliminary cost estimates should be provided for potential mitigation.
7. A comparison of critical intersection operations should be developed to evaluate the findings of this Traffic Impact Study with the projected intersection operations contained in previous traffic studies submitted in conjunction with proposed developments within the study area.
8. A Traffic Impact Study Report which summarizes the data collected, analyses performed, findings and recommendations should be prepared and submitted for review. The report should include maps, figures and tables as necessary to efficiently and easily convey the information being presented.
9. After the Traffic Build Conditions are established an analysis of the 6 different warehouse land use groups shown in the ITE should be reviewed for future warehouse construction in the B-I zone and recommendations should be provided regarding whether any of the 6 warehouse types should be restricted.
10. The following traffic studies have been previously performed within the Township:
  - Franklin Township Traffic Improvement Program, prepared by Abington-Ney Associates, dated December 1985 and revised on June 1986.
  - Middlebush Bypass Study, prepared by Orth-Rodgers Associates in 2002.
  - I287 Mobility Plan, prepared by Orth-Rodgers Associates in June of 2005.

These traffic studies should be evaluated in conjunction with the proposed analyses performed as part of these RFP to determine if the projected findings in the older studies are in line with present traffic, or has there be an increase or decrease in traffic from what was projected.
11. The Traffic Impact Study should be completed within 60 days.
- 12.** Prepare for and attend at least three meetings to discuss the report's findings.

# RFP REQUIREMENTS

The following information shall be provided:

## A. Project Team.

- Description of the principal firm, and any sub-consultants, including the name of the business and/or office locations, length of time in business, names of principals and their professional registrations, and a list of professional services provided by the firms.
- List of those individuals who will work on the project and describe their qualifications including resumes.
- Complete list of key personnel on the project and all sub consultants working on the project and their role/responsibility in the project.
- Identify all personnel that will attend public meetings and demonstrate their expertise in facilitating productive public meetings.
- Project Team shall include, at a minimum, a Professional Engineer licensed to practice in the State of New Jersey.
- 

## B. Relevant Project Experience.

- Affirmation of the Consultant's qualifications for professionally and expertly conducting the work as understood and with respect to both phases of the project.
- Descriptions and graphic examples of similar plans prepared by principal and sub-consultant firms that relate directly to this project. Limit projects to those prepared by current staff members.
- Reference list of other municipalities served by the Consultant on similar projects with telephone numbers and names of contact persons.
- Any other information if it relates to the capabilities and expertise of the firm(s) in doing comparable work.

## C. Explanation of Work to be Performed.

- Statement indicating your understanding of the work to be performed.
- Detailed description of the procedures and methods you propose to use to complete the work outlined in the Scope of Services provided in the RFP by the Township. This is important because the methods and procedures proposed will receive primary consideration in evaluating the proposal.

## D. Project Schedule.

- Detailed project schedule for completion of the plan that includes: time frames for each major work element including project completion; and target dates for all anticipated meetings. Clearly defined list of the deliverables that will be provided and when such deliverables would be provided.

## **E. Cost**

- Full cost information that shows the minimum number of hours to be provided by each person assigned to the proposed work by the firm's organizational levels. The proposed hourly rate for billing shall be included for each person. The hours of work and cost shall be itemized for each major work element of the proposal. An itemized estimate of reimbursable expenses must be included. The cost for services shall be a "not to exceed" figure.
- A deletion item will be included for this item with the Township Traffic Safety Unit utilizing Township equipment as discussed above in the Scope of Services item #2.

## **4. Proposal Requirements**

### **Qualification Statement and Proposal**

Consultants are requested to submit a Qualification Statement and Proposal. The Qualification Statement and Proposal shall be no more than three typed, singled sided, 8 ½" x 11" sheets in length. The Qualification Statement and Proposal must contain all requirements of the RFP and the following information.

1. A statement that your firm is interested in performing the work described in this RFP.
2. The address of the office in which the work will be performed.
3. The name and title of the individuals who will be assigned to the project(s).
4. A narrative demonstrating your understanding of all work necessary. The narrative must detail your firm's particular ability to perform the type of work. The narrative must indicate the experience of your firm/staff for the type of work involved for the categories your firm is preparing a response. The narrative should address the ability of your firm to complete the required work in a professional and cost effective manner.

Resumes of key personnel must be submitted along with your firms' proposals. Each resume shall be a maximum of two, single sided, 8 ½ "x 11" sheets in length and must highlight education, professional credentials, and work performance on projects similar to that described in this RFP. A resume of the project manager, as well as the resume(s) of key technical staff must be included.

Qualification Statements and Proposals will be reviewed and evaluated by staff from Franklin Township.

## **5. Evaluation, Review and Selection Process**

### **5.1 Proposals to Remain Subject to Acceptance**

RFP responses shall remain open for a period of sixty (60) calendar days from the stated submittal date. The owner will either award the Contract within the applicable time period or reject all proposals.

The owner may extend the decision to award or reject all proposals beyond the sixty (60) calendar days when the proposals of any respondents who consent thereto may, at the request of the owner, be held for consideration for such longer period as may be agreed.

### **5.2 Rejection of Proposals**



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

### **5.3 Evaluation Process**

An evaluation team will review all proposals to determine if they satisfy the Proposal Requirements, determine if a proposal should be rejected and evaluate the proposals based upon the Evaluation Criteria. The highest-ranking respondent will then be recommended to the governing body for award of contract, based on price and other factors.

### **5.4 Evaluation Criteria**

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

#### **5.4.1 Understanding of the Requested Work**

The proposals will be evaluated for general compliance with instructions and requests issued in the RFP. Non-compliance with significant instructions shall be grounds for disqualification of proposals.

#### **5.4.2 Knowledge and Technical Competence**

This includes the ability of the respondent to perform all of the tasks and fulfill adequately the stated requirements.

##### **5.4.2.a. Management, Experience and Personnel Qualifications**

Expertise of the firm shall be demonstrated by past contract successes providing government or other agencies with similar services. The respondent will be evaluated on knowledge, experience, prior collaboration and successful completion of projects/services similar to that requested in this RFP. In addition to relevant experience, respondents shall provide personnel qualifications in the Proposal.

#### **5.4.3 Ability to Complete the Services in a Timely Manner**

This is based on the estimated duration of the tasks and the respondent's ability to accomplish these tasks as stated.

#### **5.4.4 Cost**

The cost will be weighed in relation to the other proposals received and shall be evaluated relative to the number of hours of professional consulting services to be received by the Township and the overall level of expertise of the specific Consultant's personnel proposed to do the work. Price shall be based on a lump sum to complete the project. Any services not included as part of any resulting contract scope of services must be approved and authorized by the owner before such work is initiated. The owner shall pay for such approved services, at the rate or cost agreed upon between the owner and contractor, provided the respondent has provided a schedule of fees for additional services with this RFP.

## **5.5 Payment**

Payment will be made after a properly executed Township of Franklin voucher has been received and formally approved on the voucher list by the Franklin Township Council at its subsequent regular meeting. The voucher will be certified correct by the department/division head who received the goods or services.

1. Compensation shall be billed at lump sum as submitted in response to this RFP.
2. Vouchers or invoices may be rendered monthly for services performed. Such billings shall be due when rendered.
3. No payments will be made for the following:
  - A. Transportation and subsistence for professional and technical staff.
  - B. Furnishing and maintaining field office facilities when same are authorized and approved by Franklin.
  - C. Telegrams and long distance (out-of-State) telephone calls.
  - D. Messenger service, postage and handling of drawing and specifications, reports, contracts and other bulky items.
4. The Professional, upon performing services totaling 70% of the encumbered amount whether all such services have been billed or not shall provide the Township with an estimate as to whether additional funds are anticipated to be necessary to conclude the matter. If such additional funds are necessary, the Professional shall provide an estimated amount thereof. Any additional funds necessary to conclude the matter shall be authorized by a new or amended Professional Service Resolution, adopted by the Township Council.

If the Professional determines in accordance with the provisions hereof that, having expended 70% of the encumbered amount that the remaining 30% will be insufficient to complete the tasks set forth in this Agreement, the Professional shall immediately notify the Township Manager and the Township Chief Financial Officer requesting that the Township Council approve an amended Professional Service Budget and Resolution prior to the rendering of any additional services beyond the encumbered amount. The Township shall not be responsible for the payment of any sums in excess of the original encumbered amount unless there has been compliance with this paragraph.

## **5.6 Notice of Award**

The successful respondent will be notified of the award of contract upon a favorable decision by the respective Board. The Purchasing Agent may then send a Purchase Order/Voucher to the contractor.



**FRANKLIN TOWNSHIP, COUNTY OF SOMERSET  
RFP DOCUMENT CHECKLIST**

<b>Required With Response</b>		<b>Read, Signed &amp; Submitted Respondent's Initial</b>
<b>A.</b>	<b>FAILURE TO SUBMIT ANY OF THESE ITEMS IS <u>MANDATORY</u> CAUSE FOR REJECTION OF RFP</b>	
<input checked="" type="checkbox"/>	Statement Of Ownership Disclosure	_____
<input checked="" type="checkbox"/>	Non-Collusion Affidavit	_____
<input checked="" type="checkbox"/>	Required Evidence EEO/Affirmative Action Regulations Certificate or Questionnaire	_____
<input checked="" type="checkbox"/>	License(s) or Certification(s) Required by the Specifications	_____
<input checked="" type="checkbox"/>	Acknowledgement of Receipt of Addenda (To be Completed if Addenda are Issued)	_____
<input checked="" type="checkbox"/>	Qualification Statement	_____
<input checked="" type="checkbox"/>	Fee Schedule	_____
<input type="checkbox"/>	Other:	_____
<b>B.</b>	<b>MANDATORY ITEM(S), REQUIRED NO LATER THAN TIME PERIOD INDICATED</b>	
<input checked="" type="checkbox"/>	New Jersey Business Registration Certificate – Prior to award of contract	
<input checked="" type="checkbox"/>	CD or flash drive with PDF of RFP along with Printed Copies	
<input checked="" type="checkbox"/>	Three (3) references for similar projects	
<input checked="" type="checkbox"/>	Evidence of Medical Malpractice or Professional Liability Insurance supply certificate prior to processing a purchase order	
<input checked="" type="checkbox"/>	Disclosure of Activities in Iran (must submit prior to contract award)	
<input checked="" type="checkbox"/>	Certification Of Non-Involvement In Prohibited Activities In Russia Or Belarus	
<b>C.</b>	<b>READ ONLY</b>	
<input checked="" type="checkbox"/>	Americans With Disability Act of 1990 Language	

**This checklist is provided for respondent's use in assuring compliance with required documentation; however, it does not necessarily include all specifications requirements and does not relieve the respondent of the need to read and comply with the specifications.**

Name of Respondent: \_\_\_\_\_ Date: \_\_\_\_\_

**By Authorized Representative:**

Signature: \_\_\_\_\_

Print Name & Title: \_\_\_\_\_

**TOWNSHIP OF FRANKLIN, COUNTY OF SOMERSET**  
**PROPOSAL COST FORM/SIGNATURE PAGE**

**BUSINESS AND INDUSTRY (B-I) ZONE**  
**MASTER PLAN REEXAMINATION**  
**Franklin Township Somerset County, NJ**  
**TRAFFIC EVALUATION Contract # MC-FO-0016-23**

**TO THE FRANKLIN TOWNSHIP COUNCIL:**

The undersigned declares that he/she has read the Notice, Instructions, Affidavits and Scope of Services attached, that he/she has determined the conditions affecting the proposal and agrees, if this proposal is accepted, to furnish and deliver services per the following:

List costs as stated under RFP requirements section "E COST"

GRAND TOTAL PROJECT COST AMOUNT \$ \_\_\_\_\_

GRAND TOTAL PROJECT COST IN WORDS \_\_\_\_\_

(Corporate)  
The undersigned is a (Partnership) under the laws of the State of \_\_\_\_\_ having its  
(Individual)  
principal office at \_\_\_\_\_

\_\_\_\_\_  
Company

\_\_\_\_\_  
Federal I.D. # or last 4 digits Social Security #

\_\_\_\_\_  
Address

\_\_\_\_\_

\_\_\_\_\_  
Signature of Authorized Agent

\_\_\_\_\_  
Type or Print Name

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Email Address

TOWNSHIP OF FRANKLIN, COUNTY OF SOMERSET

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):

Table with 2 columns: Name of Individual or Business Entity, Address. Contains 4 empty rows for data entry.

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

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

**TOWNSHIP OF FRANKLIN, COUNTY OF SOMERSET  
NON-COLLUSION AFFIDAVIT**

---

State of \_\_\_\_\_  
County of \_\_\_\_\_

ss:

I, \_\_\_\_\_ of the City of \_\_\_\_\_

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

I am \_\_\_\_\_ of the firm of \_\_\_\_\_  
(Title or position) (Name of firm)

the bidder making this Proposal for the above named project, and that I executed the said proposal with full authority so to do; that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the Township of Franklin, County of Somerset relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for the said project.

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 bona fide employees or bona fide employees or bona fide established commercial or selling agencies maintained by \_\_\_\_\_.  
(name of contractor)

(N.J.S.A. 52:34-15)

Subscribed and sworn to

before me this \_\_\_\_\_ day

of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
( Type or print name of affiant under signature)

\_\_\_\_\_  
Notary public of

My Commission expires \_\_\_\_\_.



**TOWNSHIP OF FRANKLIN, COUNTY OF SOMERSET  
EEO/AFFIRMATIVE ACTION COMPLIANCE NOTICE  
N.J.S.A. 10:5-31 and N.J.A.C. 17:27**

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

All successful bidders/respondents are required to submit evidence of appropriate affirmative action compliance to the Township and Division of Public Contracts Equal Employment Opportunity Compliance. During a review, Division representatives will review the Township files to determine whether the affirmative action evidence has been submitted by the vendor/contractor. Specifically, each vendor/contractor shall submit to the Township, prior to execution of the contract, one of the following documents:

**Goods and General Service Vendors**

1. Letter of Federal Approval indicating that the vendor is under an existing Federally approved or sanctioned affirmative action program. A copy of the approval letter is to be provided by the vendor to the Township and the Division. This approval letter is valid for one year from the date of issuance.

**Do you have a federally-approved or sanctioned EEO/AA program?** Yes  No   
**If yes, please submit a photostatic copy of such approval.**

2. A Certificate of Employee Information Report (hereafter "Certificate"), issued in accordance with N.J.A.C. 17:27-1.1 et seq. The vendor must provide a copy of the Certificate to the Township as evidence of its compliance with the regulations. The Certificate represents the review and approval of the vendor's Employee Information Report, Form AA-302 by the Division. The period of validity of the Certificate is indicated on its face. Certificates must be renewed prior to their expiration date in order to remain valid.

**Do you have a State Certificate of Employee Information Report Approval?** Yes  No   
**If yes, please submit a photostatic copy of such approval.**

3. The successful vendor shall complete an Initial Employee Report, Form AA-302 and submit it to the Division with \$150.00 Fee and forward a copy of the Form to the Township. Upon submission and review by the Division, this report shall constitute evidence of compliance with the regulations. Prior to execution of the contract, the EEO/AA evidence must be submitted.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) on the Division website [www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance).

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

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

COMPANY: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**EXHIBIT A**  
**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
**N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)**  
**N.J.A.C. 17:27**  
**GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS**

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

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

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

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

The contractor or subcontractor agrees to make good faith efforts to meet targeted township employment goals established in accordance with 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, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

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

In conforming with the targeted 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, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at [ww.state.nj.us/treasury/contract\\_compliance](http://ww.state.nj.us/treasury/contract_compliance)).

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

**AMERICANS WITH DISABILITIES ACT OF 1990**  
**Equal Opportunity for Individuals with Disability**

The Contractor and the Owner, do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (*42 U.S.C. 5121 01 et seq.*), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, 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 owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner 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 owner 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 owner or any of its agents, servants, and employees, the *owner shall* expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

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

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

## TOWNSHIP OF FRANKLIN, COUNTY OF SOMERSET

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

FAILURE TO POSSESS A NEW JERSEY BUSINESS REGISTRATION CERTIFICATE  
MAY BE CAUSE FOR REJECTION OF YOUR PROPOSAL

REGARDLESS OF THE FACT THAT A COPY MAY ALREADY BE ON FILE WITH THE  
TOWNSHIP OF FRANKLIN, COUNTY OF SOMERSET.

### **New Jersey Business Registration Requirements**

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

Prior to contract award or authorization, the contractor shall provide the Contracting Agency with its proof of business registration and that of any named subcontractor(s). Subcontractors named in a bid or other proposal shall provide proof of business registration to the bidder, who in turn, shall provide it to the Contracting Agency prior to the time a contract, purchase order, or other contracting document is awarded or authorized.

During the course of contract performance:

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

Before final payment is made under the contract, the contractor shall submit to the Contracting Agency a complete and accurate list of all subcontractors used and their addresses.

Pursuant to N.J.S.A. 54:49-4.1, a business organization that fails to provide a copy of a business registration as required, or that provides false business registration information, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000, for each proof of business registration not properly provided under a contract with a contracting agency.

#### **Emergency Purchases or Contracts**

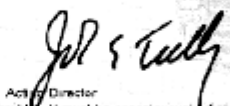
For purchases of an emergent nature, the contractor shall provide its Business Registration Certificate **within two weeks from the date of purchase or execution of the contract or prior to payment for goods or services, whichever is earlier.**


All businesses MUST provide a copy of their Business Registration Certificate (BRC) for their registration to be complete. Below are samples of a BRC Certificate. The Taxpayer Name on the BRC must be the same as the name on the Vendor Registration and the W9 form.

Non-profit Organizations must provide proof of 501(c)(3) exemption instead of the BRC.

Online BRC Look-up: [https://www1.state.nj.us/TYTR\\_BRC/jsp/BRCLoginJsp.jsp](https://www1.state.nj.us/TYTR_BRC/jsp/BRCLoginJsp.jsp)

Information on BRC Requirements: <http://www.state.nj.us/treasury/revenue/busregcert.shtml>

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE		DEPARTMENT OF TREASURY/ DIVISION OF REVENUE PD FORM 253 TRENTON, N.J. 08646-0252
TAXPAYER NAME:	TRADE NAME:	
TAXPAYER IDENTIFICATION#:	SEQUENCE NUMBER:	
ADDRESS:	ISSUANCE DATE:	
EFFECTIVE DATE:	 <small>Acting Director</small>	
FORM-BRC(08-01)	This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.	

 <b>STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE</b>	
Taxpayer Name:	TAX REG TEST ACCOUNT
Trade Name:	
Address:	847 ROEBLING AVE TRENTON, NJ 08611
Certificate Number:	1093907
Date of Issuance:	October 14, 2004
For Office Use Only:	
20041014112823533	

**TOWNSHIP OF FRANKLIN, COUNTY OF SOMERSET**

**ACKNOWLEDGMENT OF RECEIPT OF ADDENDA**

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

<b>ADDENDUM NUMBER</b>	<b>DATE</b>	<b>ACKNOWLEDGE RECEIPT (Initial)</b>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Acknowledged for: \_\_\_\_\_  
(Name of Bidder)

By: \_\_\_\_\_  
(Signature of Authorized Representative)

Name: \_\_\_\_\_  
(Print or Type)

Title: \_\_\_\_\_

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

**FORM NOT REQUIRED IF NO ADDENDA ISSUED**

Township Of Franklin, County of Somerset New Jersey  
Department of Purchasing  
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

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**Solicitation Number: MC-FO-0016-23**

**Respondent:** \_\_\_\_\_

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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 the person or entity, or one of the person or entity's parents, subsidiaries, or affiliates, is not identified on a list created and maintained by the Department of the Treasury as a person or entity engaging in investment activities in Iran. If the Director finds a person or entity to be in violation of the principles which are the subject of this law, s/he shall take 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 person or entity.

**I certify, pursuant to Public Law 2012, c. 25, that the person or entity listed above for which I am authorized to submit a response/renew:**

is not providing goods or services of \$20,000,000 or more in the energy sector of Iran, including a person or entity that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran,  
**AND**

is not a financial institution that extends \$20,000,000 or more in credit to another person or entity, for 45 days or more, if that person or entity will use the credit to provide goods or services in the energy sector in Iran.

**In the event that a person or entity is unable to make the above certification because it or one of its parents, subsidiaries, or affiliates has engaged in the above-referenced activities, a detailed and precise description of the activities must be provided in part 2 below to the Division of Purchase under penalty of perjury. 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.**

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**PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN**

You must provide, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

NAME: \_\_\_\_\_ Relationship to Respondent \_\_\_\_\_

Description of Activities \_\_\_\_\_

Duration of Engagement \_\_\_\_\_ Anticipated Cessation Date: \_\_\_\_\_

Respondent/Offeror Contact Name \_\_\_\_\_ Contact Phone Number \_\_\_\_\_

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 Franklin Township 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 Franklin Township, Somerset County, New Jersey and that the Township at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print) \_\_\_\_\_ Signature: \_\_\_\_\_

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

## REFERENCES FORM

### Reference # 1

Name of Client	
Address of Client	
Contact Person's Name	
Contact Person's Title	
Telephone Number	
Email	
Dates worked	

### Reference # 2

Name of Client	
Address of Client	
Contact Person's Name	
Contact Person's Title	
Telephone Number	
Email	
Dates worked	

### Reference # 3

Name of Client	
Address of Client	
Contact Person's Name	
Contact Person's Title	
Telephone Number	
Email	
Dates worked	



## **Prohibited Russia-Belarus Activities & Iran Investment Activities**

P.L. 2022, c. 3 prohibits the award, renewal, amendment, or extension of State and local public contracts for goods or services with persons or entities engaging in prohibited activities in Russia or Belarus. P.L. 2012, c.25 prohibits the award or renewal of State and local public contracts for goods and services with persons or entities engaged in certain investment activities in the energy or finance sectors of Iran.

Before a goods and services contract can be entered into, vendors and contractors must certify that neither they nor any parent entity, subsidiary, or affiliate is listed on the New Jersey Department of the Treasury's list of entities determined to be engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3 ("[Russia-Belarus list](#)") or in Iran pursuant to P.L. 2012, c. 25 ("[Chapter 25 list](#)").

# Prohibited Russia-Belarus Activities & Iran Investment Activities

Person or Entity

## Part 1: Certification

### COMPLETE PART 1 BY CHECKING ONE OF THE THREE BOXES BELOW

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

<https://www.nj.gov/treasury/administration/pdf/RussiaBelarusEntityList.pdf>  
[www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf](http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf).

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

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

If a vendor or contractor is found to be in violation of law, action may be taken as appropriate and as may be provided by law, rule, or contract, including but not limited to imposing sanctions, seeking compliance, recovering damages, declaring the party in default, and seeking debarment or suspension of the party.

## CONTRACT AWARDS AND RENEWALS



*I certify, pursuant to law, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate appears on the N.J. Department of Treasury's lists of entities engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3 or in investment activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. (Skip Part 2 and sign and complete the Certification below.)*

**CONTRACT AMENDMENTS AND EXTENSIONS**



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

**IF UNABLE TO CERTIFY**



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

**Part 2: Additional Information**

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

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

### Part 3: Certification of True and Complete Information

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

*I acknowledge that the <Township of Franklin, Somerset County NJ> is relying on the information contained herein and hereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the < Township of Franklin, Somerset County NJ > to notify the < Township of Franklin, Somerset County NJ > in writing of any changes to the answers of information contained herein.*

*I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the < Township of Franklin, Somerset County NJ > and that the < Township of Franklin, Somerset County NJ > at its option may declare any contract(s) resulting from this certification void and unenforceable.*

<b>Full Name (Print)</b>		<b>Title</b>	
<b>Signature</b>		<b>Date</b>	