

PUBLIC NOTICE

HAMILTON TOWNSHIP MUNICIPAL UTILITIES AUTHORITY 6101 THIRTEENTH ST, STE 211 MAYS LANDING, NJ 08330

NOTICE OF SOLICITATION FOR RFQs FOR BOND COUNCIL

Notice is hereby given that pursuant to the provisions of N.J.S.A. 19:44A-20.5 et seq. (New Jersey Pay to Play Law) the Hamilton Township Municipal Utilities Authority (HTMUA), Township of Hamilton, County of Atlantic and State of New Jersey is seeking Requests For Qualifications for Professional Service Contracts under a “Fair” and “Open” process For Bond Council. The professional services to be provided to the HTMUA are listed below and shall be for the period beginning June 13, 2024 and ending at the Authority’s reorganization in February 2025.

Request for Qualifications (RFQs) is on file in the HTMUA office located at 6101 Thirteenth St, Ste 211, Mays Landing, NJ 08330 and may also be downloaded from the HTMUA website www.htmua.com.

RFQs must be received by **2:00 PM on Tuesday, May 7, 2024** at the HTMUA office located at 6101 Thirteenth St, Ste 211, Mays Landing, NJ 08330. The Finance Manager must receive all RFQs no later than the opening date and time. Any RFQs received after said time, will not be considered. **One bound copy and one electronic version** must be provided for consideration. The bound copy must be submitted in a sealed envelope with the name of the Professional Service RFQ clearly marked on the outside of the envelope. The electronic versions of the submission package shall be clearly labeled to identify the responding firm and all positions sought. The Authority assumes no responsibility for the delays in any form of carrier, mail or delivery service causing the RFQ to be received at the Authority later than the above referenced scheduled time. **It is recommended that the RFQ be hand delivered to the Authority.**

If awarded a contract, your company/firm shall be required to comply with the equal employment opportunity requirements of **N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27. In the event that all proposals are rejected, the HTMUA reserves the right to re-solicit proposals.**

All questions concerning this notice must be addressed to the Finance Manager at 609-625-1872 x 204. The decision of the HTMUA as to what constitutes a fair and open process shall be final.

Michelle McCall
Finance Manager

**REQUEST FOR QUALIFICATIONS - PROFESSIONAL SERVICES
HAMILTON TOWNSHIP MUNICIPAL UTILITIES AUTHORITY
6101 THIRTEENTH ST, STE 211 MAYS LANDING, NJ 08330**

The Hamilton Township Municipal Utilities Authority (HTMUA) is soliciting Request for Qualifications (RFQs) pursuant to the provisions of N.J.S.A. 19:44A-20.5 et seq. (New Jersey Pay to Play Law). It is the intent of the HTMUA to award contracts for Professional Services under a “fair and open process”. Interested parties shall submit **one (1) hard copy and one (1) digital copy** of their statements of qualifications for professional service contracts to the HTMUA Finance Manager no later than 2:00 PM on May 7, 2024 at the HTMUA office located 6101 Thirteenth St, Ste 211, Mays Landing, New Jersey 08330. All statements of qualifications shall include at a minimum the following information:

1. Names of individuals who will perform the required tasks:
 - A. Identify and describe key staff that will be assigned to the HTMUA to perform the tasks required under the contract(s).
 - B. Identify the primary person who will be performing the services required by the HTMUA and provide a resume describing their education and experience.
 - C. Identify the person(s) who will serve as a backup to the primary person and attach their resume.
2. List of professional references:
 - A. Provide names, addresses and telephone numbers of persons who can verify the professional experience and record of success.
 - B. Provide a list of your current municipal clients as well as past municipal clients.
3. Ability to provide services in a timely manner:
 - A. Identify the business addresses of the key staff personnel who will be responsible for providing the services under the contract.
 - B. Identify key business equipment and software that will facilitate the performance of tasks undertaken on behalf of the HTMUA.
 - C. Describe your ability to attend regular public meetings of the HTMUA in addition to any project related meetings.
4. Disclose any conflicts of interest you have or reasonably anticipate having with respect to your firm’s past, current or pending representation of clients or entities who are engaged in litigation or disputes with the Hamilton Township Municipal Utilities Authority.
5. Comply with the equal employment opportunity requirements of **N.J.S.A. 10.5-31 et seq. and N.J.A.C. 17:27** (Attachment A).

PROPOSAL FORM

The undersigned declares that he/she has carefully examined and fully understands the included Notice, Instructions, Specifications, Affidavits and other documents contained herein and determined the conditions affecting the proposal are acceptable, and agree if this proposal is accepted to furnish and perform all work in accordance with the contract documents for the 2024 Professional Services.

Please provide the name and address of Submitting Firm, Individual or Entity:

Name of Person Preparing Proposal: _____

Signature: _____

Fax#: _____

Telephone #: _____

E-Mail Address: _____

BASIC CRITERIA FOR PROFESSIONAL SERVICES

Duties of the Bond Counsel:

The Bond Counsel shall have the following powers and duties under this Contract:

- (a) Draft or approve as to form and sufficiency all legal documents as necessary for the issuance of new bonds and/or notes of the Authority and related matters, as assigned or requested by the Authority.
- (b) Advise the Authority on all proceedings undertaken relating to the issuance of new bonds and/or notes of the Authority and related matters.
- (c) Coordinate legal activities required in the preparation of the issuance of new bonds and/or notes for the Authority and in such related matters to which it is assigned.
- (d) Advise the Authority and coordinate any legal activities relating to previously issued bonds and/or notes of the Authority and related matters.
- (f) Adhere to the affirmative action requirements as outlined on Exhibit "A" attached hereto and by this reference made a part hereof.
- (g) Render opinions orally and in writing upon any question relating to the issuance of bonds and/or notes for the Authority submitted to it by the Authority Chair, Vice Chair, Secretary or Executive Director thereof.

FAIR AND OPEN PROPOSAL AWARD CRITERIA/QUALIFICATION EVALUATION

The HTMUA will utilize a fair and open process to evaluate the RFQs for professional services contracts. The decision of the HTMUA as to what constitutes a fair and open process shall be final. The governing body of the Hamilton Township Municipal Utilities Authority will evaluate the RFQs based on the following criteria:

1. History, experience and reputation in performing professional work in the applicable field;
2. Qualification and experience of personnel;
3. Knowledge of the Hamilton Township Municipal Utilities Authority and the subject matter to be addressed under the professional services contract(s);
4. Availability to accommodate any required meetings of the agency (see attached proposed 2024/2025 Regular Meeting Schedule);
5. Resources available within the firm and their ability to perform the scope of work in a timely, efficient and professional manner without the need to outsource or sub-contract;
6. Demonstration of financial stability and sufficient financial resources to meet obligations under the professional services contract(s);
7. Other factors if demonstrated to be in the best interest of the Hamilton Township Municipal Utilities Authority.
8. Compensation: Provide a detailed schedule of hourly rates for dedicated staff and for reimbursable expenses.

For the sake of fairness and ease of review the RFQ shall be organized and presented in the exact order as outlined above.

SELECTION: Once the HTMUA finalizes its selection, the HTMUA will negotiate a contract with the selected entity. Once the contract is finalized, it will be presented to the HTMUA Board for approval. A sample contract is attached (Appendix C). The contract shall also address the following items:

- **Affirmative Action Evidence (Exhibit A / Exhibit A-1):** The selected consultant shall complete a questionnaire indicating the status of their affirmative action certification.
- **Non-Collusion Affidavit (Exhibit B):** The selected consultant shall supply a statement of non-collusion with executed contract.
- **Ownership Disclosure Forms (Exhibit C):** The selected consultant shall complete an ownership disclosure form listing persons owning 10% or more of the firm.
- **Disclosure of Investment Activities in Iran (Exhibit D)**
- **Americans with Disabilities Act of 1990 (Appendix A)**
- **Pay To Play Advisory – Disclosure Requirement (Appendix B)**
- **Proposed meeting schedule (Appendix D)**
- **Insurance Certificate:** The selected consultant shall be required to supply a copy of their Liability Insurance Certificate with the execution of their contract. The Insurance Certificate shall indicate the following: (1) The Hamilton Township Municipal Utilities Authority listed as an additional insured on the liability policy; (2) \$1,000,000 in Comprehensive General Liability including completed operations; (3) \$1,000,000 in Automobile Liability; and (4) Workers Compensation (required by law).
- **New Jersey Business Registration Certificate:** The selected consultant shall provide the HTMUA with a valid New Jersey Business Registration Certificate upon execution of the contract.

EXHIBIT A

EQUAL EMPLOYMENT OPPORTUNITY PROFESSIONAL SERVICES CONTRACTS

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

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

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

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

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

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

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

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302

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

EXHIBIT A-1

**AFFIRMATIVE ACTION COMPLIANCE NOTICE
N.J.S.A. 10:5-31 and N.J.A.C. 17:27**

**GOODS AND SERVICES CONTRACTS
(INCLUDING PROFESSIONAL SERVICES)**

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

- (a) A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);
OR
- (b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;
OR
- (c) A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

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

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

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

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

COMPANY: _____ SIGNATURE: _____

PRINT NAME: _____ TITLE: _____

DATE: _____

EXHIBIT B

**HTMUA PROFESSIONAL SERVICES
NON-COLLUSION AFFIDAVIT**

State of New Jersey
County of _____

ss:

I, _____ residing in _____
(name of affiant) (name of municipality)
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 bid
entitled _____,
(title of bid proposal)

and that I executed the said proposal with
full authority to do so 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 _____ relies upon
the truth of the statements contained in said Proposal
(name of contracting unit)

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 established commercial or selling agencies maintained by

_____.

Subscribed and sworn to

before me this day

Signature

_____, 2 _____

(Type or print name of affiant under signature)

Notary public of

My Commission expires _____

(Seal)

EXHIBIT C

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

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

**EXHIBIT D
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

PART 1: CERTIFICATION

BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER ITEM.

FAILURE TO COMPLETE THE CERTIFICATION WILL RENDER THE PROPOSAL NON-RESPONSIVE.

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, 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 Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders **must** review this list prior to completing the below certification. **Failure to complete the certification will render a bidder's proposal non-responsive.** If the Director finds a person or entity to be in violation of 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 party.

PLEASE CHECK THE APPROPRIATE ITEM:

_____ 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 nonresponsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. ATTACH ADDITIONAL SHEETS IF NECESSARY.

You must provide a detailed, 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 items below.

Name: _____ Relationship to Bidder: _____

Description of Activities: _____

Duration of Engagement: _____ Anticipated Cessation Date: _____

Bidder 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 the State of New Jersey 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 State to notify the State 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 State of New Jersey and that the State at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print) _____

Signature: _____

Title: _____

Date: _____

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

The contractor and the Hamilton Township Municipal Utilities Authority, (hereafter "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.

Initials _____

APPENDIX B
PAY TO PLAY ADVISORY
Disclosure Requirement
P.L. 2005, Chapter 271, Section 3 Reporting
(N.J.S.A. 19:44A 20.27)

Any business entity that has received \$50,000 or more in contracts from government entities in a calendar year will be required to file an annual disclosure report with ELEC.

The report will include certain contributions and contract information for calendar year 2015. At a minimum, a list of all business entities that file an annual disclosure report will be listed on www.elec.state.nj.us.

If you have any questions please contact ELEC at:
1-888-313-ELEC (toll free in NJ) or
609-292-8700

An analyst from ELEC's Special Programs Section will assist you

**APPENDIX C
SAMPLE CONTRACT**

HAMILTON TOWNSHIP MUNICIPAL UTILITIES AUTHORITY

THIS CONTRACT made and entered into as of this thirteenth (13) day of June 2024 between the **HAMILTON TOWNSHIP MUNICIPAL UTILITIES AUTHORITY** (hereinafter referred to as "Authority") and the firm of _____ (hereinafter referred to as "_____").

WITNESSETH:

WHEREAS, the Authority is in need of an _____ to provide services to the Hamilton Township Municipal Utilities Authority, its Members, Executive Director and Finance Manager, including advice and assistance, and to perform all other duties and functions of an _____ of the Authority; and

WHEREAS, _____ desires to perform the duties required of an _____; and

WHEREAS, the Chair and Secretary of the Authority are hereby authorized and directed to execute this Contract; and

WHEREAS, the "Local Public Contract Law", N.J.S.A. 49A:11-1 et seq. requires the execution of written contracts for the services awarded herein;

NOW, THEREFORE, IT IS AGREED between the parties that in consideration of the promises and covenants contained herein as follows:

1. Contract Awarded Under a Fair and Open Process:

This Contract is awarded pursuant to the provisions of N.J.S.A. 19:44A-20.5 et seq. (New Jersey Pay to Play Law). This contract is to secure the rendering of Authority professional _____ services. The parties agree that the professional services to be rendered by the _____ to the Authority may be undertaken by any qualified _____ who is a partner, associate or agent in the firm of _____.

2. Duties of the _____:

The _____ shall have the following powers and duties under this Contract:

(a) Perform those _____ services assigned to him for the Authority, including such advice and assistance to the members of the Authority, all departments, boards and bodies, and such additional services as may be required from time to time as prescribed by the laws of the State of New Jersey.

(b) Devote his best efforts to advance the interest of the Authority in accordance with the code of _____ in the State of New Jersey.

(c) Carry professional liability insurance with policy limits of not less than \$1,000,000.00 per occurrence and \$1,000,000.00 in the aggregate and general liability insurance, including workers' compensation insurance at the statutory limits and automobile insurance, in the amount of \$2,000,000.00 in the aggregate. The _____ agrees to hold the Authority harmless from and against any claims of any persons who are injured or otherwise damaged as a result of the negligent acts of the _____, or any of his agents, servants or employees.

(d) Adhere to the affirmative action requirements as outlined on Exhibit "A" attached hereto and by this reference made a part hereof.

(e) Supervise and direct the work of such additional _____ and technical and professional assistants as the Authority may authorize for special or regular employment in or for the Authority.

(f) Attend any and all regular meetings, work sessions and special meetings as may be required.

(g) Conduct any and all authorized _____ services on behalf of the Authority.

3. Term of Office

The term of this Contract shall be from 6/13/24 through Reorganization 2024 or until such time as a subsequent _____ Contract or appointment as the _____ is made.

4. Compensation

The _____ shall be compensated as follows:

(a) Schedule of Fees: The _____ shall be reimbursed for services rendered in accordance with the Schedule of Fees attached hereto as Exhibit "B" and by this reference incorporated herein.

(b) Other Services: All services performed by _____ shall be authorized by the Authority and billed on a time and materials basis as recorded by the _____ and approved by the Executive Director unless other fee arrangements are agreed to by the Authority. The Authority shall pay the _____ on a monthly basis, such amounts as may be recorded and itemized on a voucher submitted to the Authority based on the Schedule of Fees for professional services specified above.

5. Cost and Expense

The Authority shall reimburse the _____ for the costs of printing, photocopying, and postage costs expended in handling Authority matters. The Authority shall not reimburse the _____ for travel time, telephone charges, tolls and mileage expended in handling Authority matters within Atlantic County, New Jersey.

6. Records and Papers

All papers, documents, memorandum, plans, specifications and reports, and all material relating to the position of the Authority, or copies thereof, are the property of the Authority and shall, upon termination or expiration of this Contract, be made available to the _____ successor to be used in the best interest of the Authority.

6. _____ as an Independent Contractor

It is understood and agreed between the parties hereto that the _____ shall continue to maintain his office for the private practice of _____ in _____ from which he shall conduct the duties as _____ and represent such other private clients as may employ him. The Authority shall be under no obligation to provide rent, equipment, utilities, telephone, stationery, supplies, clerical staff nor other items generally assumed to be included in the overhead costs of an _____ office.

THIS CONTRACT constitutes the full and complete understanding between the parties and any representations, whether oral or in writing, not contained herein, will not be binding on the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Contract the day and year first above written.

HAMILTON TOWNSHIP MUNICIPAL
UTILITIES AUTHORITY

ATTEST:

BY: _____

SECRETARY

CHAIR

ATTEST:

BY: _____

Notary Public of New Jersey

Name/title under signature)

APPENDIX D

**2024 PROPOSED MEETING DATES FOR THE HAMILTON TOWNSHIP MUNICIPAL UTILITIES
AUTHORITY**

March 13, 2024
April 10, 2024
May 8, 2024
June 12, 2024
July 10, 2024
August 14, 2024
September 18, 2024*
October 9, 2024
November 13, 2024
December 11, 2024
January 8, 2025
February 12, 2025