

NOTICE OF REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES

The Township of Commercial is soliciting proposals through a fair and open process in accordance with N.J.S.A. 19:44A-20.5 et seq.

Sealed Request For Proposal (RFP) responses will be received by the Township Clerk by November 30, 2016 at 10:00 am in the Office of the Township Clerk, Commercial Township Municipal Building, 1768 Main St., Commercial, New Jersey, at which time and place responses will be opened for:

Township Attorney
Bond Counsel
Prosecutor
Auditor
Land Use Board Attorney
Land Use Board Engineer
Public Defender

Specifications and instructions may be obtained at the Office of the Township Clerk, Municipal Building, 1768 Main St., Commercial, New Jersey or at the Township website, www.Commercialtwp.com.

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

Hannah Nichols, RMC
Township Clerk

Introduction

This contract is to furnish and deliver professional services for the Township of Commercial through a fair and open process in accordance with N.J.S.A. 19:44A-20.5 et seq.

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 Commercial, 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.

Proposal Submission Information

Submission Date and Time:

November 30, 2016, 10:00 AM

One (1) original and three (3) copies.

Submission At:

Clerk's Office, Commercial Township Municipal Building
1768 Main St.,
Port Norris, NJ 08349

Clearly mark the submittal package with the title of the RFP and the name of the responding firm, addressed to the Township Clerk. The original proposal shall be marked to distinguish it from the three (3) copies. Submissions will be opened and read in the Council Chambers at the Commercial Municipal Building on the date and time noted above.

Only those RFP 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 submission date and time specified above, responses must remain firm for a period of sixty (60) days.

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 on the Township of Commercial website, www.Commercialtwp.com. Only comments and questions responded to by formal written Addenda will be binding. Oral interpretations, statements or clarifications are without legal effect.

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.

Statutory and Other Requirements

Compliance with Laws

The Respondent 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.

Mandatory Affirmative Action Compliance

No firm may be issued a contract unless it complies with the Affirmative Action requirements of P. L. 1975, C. 127 as identified in the documents attached hereto.

Americans with Disabilities Act of 1990

Discrimination on the basis of disability in contracting for the delivery of services is prohibited. Respondents are required to read the American with Disabilities language that is part of the documents attached hereto and agree that the provisions of Title II of the Act are made part of the contract. The Respondent is obligated to comply with the Act and hold the Owner harmless.

Stockholder 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 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.

Non-Collusion Affidavit

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

N.J. Business Registration Certificate

Certificate required pursuant to C57, PL2004.

Insurance and Indemnification

If it becomes necessary for the successful Respondent, either as principal or by agent or employee, to enter upon the premises or property of the Owner, the successful Respondent 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 his/her sole responsibility.

The successful Respondent 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 successful Respondent 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. The minimum amount of insurance to be provided by the successful Respondent shall be \$1,000,000.00 for each claim and \$1,000,000.00 aggregate each policy period.

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.

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.

Commencement of Work

The successful Respondent agrees to commence work after the date of award by the Owner and upon notice from the Using Department.

Termination of Contract

If, through any cause, the successful Respondent shall fail to fulfill in a timely and proper manner obligations under the Contract or if the successful Respondent violates any 6 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 successful Respondent of any sum or sums set forth in the Contract.

Payment

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

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

- Deliverables not complying with the project specification;

- Claims filed or responsible evidence indicating probability of filing claims;

- 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.

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 successful Respondent for the purpose of assisting the successful Respondent 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 successful Respondent or permitted by the successful Respondent 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 shall be delivered to and become the property of the Owner upon completion of the project. The successful Respondent 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 supplies on CD-ROM media compatible with the Owner's computer operating system, windows based, Microsoft Office Suite 2000.

Scope of Work

If a firm or company is the entity submitting a proposal, at least one of the principals must meet the requirement listed below.

Township Attorney

Professional legal services for the Township Committee, Township Administrator/Clerk, and other departments within the Township of Commercial. These services will include tax title liens and foreclosure processing per the foreclosure lists submitted by the Tax Collector and approved by the Township Committee.

The following are the minimum threshold requirements that will be utilized for solicitation of persons and/or firms to be considered for the above:

1. Admission to the New Jersey Bar for a minimum of ten (10) years.
2. Has a multi-disciplinary law practice in the area of civil matters for a minimum of ten (10) years.
3. Has experience in appearing before administrative agencies and the courts.
4. Has demonstrable experience in the representation of public bodies, including but not limited to, Counties, Municipalities, State of New Jersey or Boards or instrumentalities of the County and the State.
5. Has experience with tax title liens, foreclosures and real estate closings.

Bond Counsel

Providing all professional legal services necessary for the issuance of bonds and/or notes for the municipality and all legal services preparation work that is required, providing advice to the Township Council, Township Administrator, Chief Financial Officer, and Township Attorney of all proceedings necessary for the issuance of bonds and/or notes and coordination of legal activities required for the completion of such work.

The following minimum threshold requirements that will be utilized in the solicitation of persons and/or firms to be considered for the above:

1. Admission to the New Jersey Bar for a minimum of ten (10) years.
2. Ten (10) years experience in practice as Bond Counsel to New Jersey Municipalities.
3. Experience in federal tax matters that govern municipal obligations.

Land Use Board Attorney

Professional legal services as counsel to the Commercial Township Planning Land Use and to provide legal services to the Land Use Board.

The following are the minimum threshold requirements that will be utilized for solicitation of persons and/or firms to be considered for the above:

1. Admission to the New Jersey Bar for a minimum of ten (10) years.
2. Has a multi-disciplinary law practice in the area of civil matters for a minimum of ten (10) years.
3. Has experience in the representation of County and/or Municipal Land Use Boards for a minimum of (5) years and knowledge of the Municipal Land Use Law (MLUL) and Township of Commercial land use ordinances, regulations and procedures.
4. Has demonstrable experience in the representation of public bodies, including but not limited to, Counties, Municipalities, State of New Jersey or Boards or instrumentalities of the County and the State.

Municipal Prosecutor

For professional legal services as Prosecutor in the Municipal Court. The following minimum threshold requirements that will be utilized in the solicitation of persons and/or firms to be considered for the above:

1. Admission to the New Jersey Bar for a minimum of ten (10) years.
2. Three (3) years experience as a Prosecutor, Assistant Prosecutor, Special Prosecutor, or Alternate Prosecutor in the New Jersey Municipal Court or Superior Court system.

Municipal Auditor

The provision of auditing services including performing the annual audit as required by New Jersey statutes, audit of other books and accounts that may required by federal or state agencies or law, and review of annual budget, financial and debt statements prior to their filing. Audit consulting services as required. The following minimum threshold requirements that will be utilized in the solicitation of persons and/or firms to be considered for the above:

1. Currently licensed as a Registered Municipal Accountant (RMA) in the State of New Jersey.
2. Minimum of ten (10) years proven experience and knowledge in the field of municipal accounting and audits.

Land Use Board Engineer

The provision of Land Use Board engineering services, including engineering design review, Municipal Land Use Law (MLUL) consulting services, surveying, environmental assessments, geotechnical, landscaping and other engineering services as needed. The following minimum threshold requirements that will be utilized in the solicitation of persons and/or firms to be considered for the above:

1. Minimum of ten (10) years experience as board engineer.
2. All applicable licenses to perform general engineering services in New Jersey.
3. Expertise in engineering design review of complex major site plans and subdivisions with respect to overall design, roadway layout, lot layout , drainage facilities and downstream impact, traffic impacts, off-tract improvements, Map Filing law, and compliance with Township ordinances.

Municipal Public Defender

For professional legal services as Public Defender in the Municipal Court. The following minimum threshold requirements that will be utilized in the solicitation of persons and/or firms to be considered for the above:

1. Admission to the New Jersey Bar for a minimum of ten (10) years.
2. Three (3) years experience as a Public Defender in the New Jersey Municipal Court or Superior Court system.

Proposal Requirements

Qualification Statement

A statement is to be provided by the Respondent who will serve as the primary contractor. The statement shall set forth brief details of the firm's principal activities and the firm's location. Please provide a list of clients for whom similar services have been provided. Include the following in your response.

Key Personnel Information

The Respondent shall provide the identity and the credentials of the principals and other key personnel working for the Respondent and their areas of responsibilities.

Proposal Forms

The following forms are contained in the attachments. All forms are required and shall be completed and made part of the proposal submitted.

1. Proposal Checklist
2. Non-Collusion Affidavit
3. Stockholder Disclosure
4. Affirmative Action Statement
5. Acknowledgement of Receipt of Addenda

Location of Servicing Office

The proposal must list the location and address of the present, active office that will service and manage this Contract.

Evaluation, Review and Selection Process

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 consents thereto may, at the request of the Owner, be held for consideration for such longer period as may be agreed.

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.

Evaluation Process

An evaluation team, consisting of the Township Council's Personnel Committee, will review all proposals to determine if they satisfy the RFP requirements, to determine if a proposal should be rejected and evaluate the proposals based upon the Evaluation Criteria. The most advantageous proposal, based on price and other factors as detailed in the evaluation criteria, will then be recommended to the governing body or appointing authority for award of contract. In specific areas multiple contracts may be awarded.

Evaluation Criteria

The criteria 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.

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.

Knowledge and Technical Competence

This includes the ability of the Respondent to perform all of the tasks and fulfill adequately the stated requirements, in addition to knowledge of the Township of Commercial.

Management, Experience and Personnel Qualifications

Expertise of the firm shall be demonstrated by past contract successes providing government 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.

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.

Cost

Township Attorney- All legal services required will be billed at the submitted/accepted rate and shall include, but not be limited to, attendance at regular, special and emergency meetings of the Township Council, telephone calls, correspondence, legal research, preparation of ordinances, resolutions and contracts, negotiations, meetings, hearings, litigation and other services rendered on behalf of the Township of Commercial. RFP should contain a separate flat rate cost per each foreclosure processed.

Bond Counsel - Services billed at the submitted/accepted rate shall include, but not be limited to, telephone calls, correspondence, legal research, resolutions and contracts, negotiations, attendance at meetings, hearings, litigation and other services rendered on behalf of the Township of Commercial. Rates or fees for other bond/note preparatory services must accompany this submission.

Land Use Board Attorney- The Township is requesting a flat rate for meeting attendance as well as an hourly rate. Services billed at this rate shall include, but not be limited to telephone calls, correspondence, legal research, preparation of ordinances, resolutions, negotiations, meetings, hearings, litigation and other services rendered on behalf of the Township of Commercial Land Use

Board. The flat meeting rate will only be paid if there is a meeting held during the month. In the event of a meeting cancellation, services involved with the preparation for the meeting will be paid at the hourly rate. The hourly rate will also be used for services in addition to the monthly meetings as well as work to be billed to escrow accounts.

Auditing Services – Submission of a cost proposal for preparation and delivery of the annual audit, financial statements, and the annual budget, and a rate schedule for other services.

Prosecutor – Please submit a cost proposal for providing prosecution services for the Township of Commercial.

Public Defender-Please submit a cost proposal for providing public defender services for the Township of Commercial.

Payment

Payment will be approved at the Regular Committee meeting that meets on the third Thursday of the month upon presentation of Owner’s voucher duly signed and executed.

Term of the Contract one year.

Notice of Award

The successful Respondent will be notified of the award of Contract upon a favorable decision by the appointing authority. Contracts for award of “open and fair” procurements for professional services will be prepared by the Township Clerk.

Proposal Checklist

The following checklist is provided as assistance to the development of the RFP Response. It in no way supersedes or replaces the requirements of the RFP. Please initial on the lines below for each document/section attesting to the fact that you have read and/or included the documents with your RFP.

Administrative Conditions and Requirements	_____
Scope of Work	_____
Qualification Statement	_____
Proof of Licensure	_____
References	_____
Evaluation Criteria	_____
Acknowledgement of Receipt of Addenda	_____
Non-Collusion Affidavit	_____
Stockholder Disclosure	_____
Affirmative Action Mandatory Language	_____
Americans with Disabilities Act Mandatory Language	_____
Business Registration Certificate to be supplied with RFP	_____

Acknowledgement of Receipt of Addenda

The undersigned respondent hereby acknowledges receipt of the following Addenda:

Addenda Number	Dated
_____	_____
_____	_____

Signed: _____

Title: _____

Printed Name: _____

Date: _____

Company: _____

STATEMENT OF CORPORATE OWNERSHIP
(10% DISCLOSURE FORM)

The names and addresses of all stockholders or partners who hold more than 10% interest in the bidding entity are as follows:

Name Address

Name of Firm or Person Submitting Bid

By: _____

Title: _____

Address: _____

Date: _____

SEAL:

NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY }

COUNTY OF } _____ SS: _____ [PROJECT NAME]

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

I am employed by the firm of _____ [NAME OF BIDDER] , the bidder submitting the Bid Proposal for the above named project, in the capacity of _____ [TITLE OF AFFIANT] , and I have executed the Bid Proposal with full authority to do so. Further, the bidder has not, directly or indirectly, entered into any agreement, participated in any collusion, or other wise take any action in restraint of free, competitive bidding in connection with the above named project. All statements contained in said Bid Proposal and in this affidavit are true and correct and made with full knowledge that the State of New Jersey and the Township committee of the Township of Commercial rely upon the truth of the statements contained in this affidavit and in said bid Proposal 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 the _____ [NAME OF BIDDER] .

Sworn and subscribed before me this _____

Day of _____ 2013

Name of Firm or Individual Title

Notary Public of _____

My Commission expires on _____

AFFIRMATIVE ACTION AFFIDAVIT

STATE OF NEW JERSEY }

COUNTY OF } _____ SS: _____[PROJECT NAME]

I, _____[NAME OF AFFIANT] , of the City
of _____ in the State _____[Commonwealth] of being of
full age and duly sworn according to law, on my oath depose and say that:

I am employed by the firm of _____[NAME OF BIDDER] , the bidder submitting
the Bid Proposal for the above named project, in the capacity of
_____ [TITLE OF AFFIANT] , and I have executed the Bid Proposal with
full authority to do so. Further, the bidder will comply with the provisions of Public Law 1975, Chapter 127, and
shall require all subcontractors to comply with the provisions of Public Law 1975, Chapter 127.

Procurement and Service Contract - Mandatory Language

P.L. 1975, C. 127 (N.J.A.C. 17:27)

**MANDATORY AFFIRMATIVE ACTION LANGUAGE
PROCUREMENT, PROFESSIONAL AND 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, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. 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, sex, affectional or sexual orientation; 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 the regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including 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, sex, affectional or sexual orientation, 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. 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, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office 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 Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).

PROPOSAL FORM

PLEASE ATTACH TO THIS FORM A DETAILED PROPOSAL ON YOUR COMPANY'S LETTERHEAD.