BOROUGH OF PAULSBORO

Gloucester County
New Jersey

REQUEST FOR PROPOSALS
2017 PROFESSIONAL SERVICES
AND
2017 CONSULTANT AND BROKER SERVICES

RFP (Sealed)

All Proposals to be submitted electronically with one hard copy <u>and</u> one CD-ROM or USB received by <u>AND</u> one complete proposal emailed by:

Opening: Wednesday, December 21, 2016
10:00 am
Borough Clerk

<u>Paulsboro Borough Council</u>

Gary C. Stevenson	Mayor
John A. Giovannitti	Council President
Joe Kidd	Councilperson
Theodore D. Holloway	Councilperson
Larry Haynes Sr.	Councilperson
Alfonso G. Giampola	Councilperson
Eric Di Tonno	Councilperson

NOTICE TO BIDDERS

The Borough of Paulsboro is soliciting proposals for certain services through a fair and open process (*N.J.S.A.* 19:44A-20.4 *et.seq.* and in accordance with the Local Public Contracts Law (*N.J.S.A.* 40A:11-1 *et.seq*. for Professionals Services; and P.L.2015, c.95[specifically amending, *N.J.S.A.* 40a:11-4.1 (3) m, q], competitive contracting.

INSTRUCTIONS

METHOD AND DEADLINE OF PROPOSAL SUBMISSION

All proposals shall be submitted both electronically and by mail/hand delivery and must be received by the Borough Clerk, Kathy VanScoy on or before WEDNESDAY, DECEMBER 21, 2016 AND 10:00 AM LOCAL PREVAILING TIME IN THE Borough Clerk's Office in the Municipal Building, 1211 N. Delaware street, Paulsboro, New Jersey 08066, at which time and place responses will be opened for:

PROFESSIONAL SERVICES:

Borough Solicitor
Borough Labor Counsel
Borough Special Labor Counsel
Borough Auditor
Borough Bond Counsel
Borough Prosecutor
Borough Public Defender
Borough General Engineer
Borough Water & Sewer Engineer
Special Counsel for Redevelopment
Land Use Board Solicitor
Land Use Board Engineer
Land Use Board Planner

CONSULTANT SERVICES (Competitive Contracting)

Borough Grant Consultant
Borough Risk Management Consultant & Insurance Broker
Administrative Agent for the Administration of Affordable Housing
Borough Financial Advisor

Proposals (including any attachments) must be submitted as follows:

(1) One hard copy on the proposals forms contained in the Proposal Package; and
(2) One copy scanned as a PDF file and submitted on a CD or USB drive with Number 1 above; and
(3) One copy, with attachments, emailed to: Kvanscoy@paulsboronj.org

Hard copy proposals (1) and accompanying CD or USB drive (2) must be in a sealed envelope, bearing the name and address of the "bidder" AND the name of the POSITION for which the proposal is submitted. Each position constitutes a separate and distinct proposal. If submitting for two or more positions, a separate envelop must be provided for each position's submission. This information must be on the outside of the envelope:

RFP Category: [Professional Services OR Consultant/Competitive Contracting]
Position Applying for: _____

If the proposal is sent by overnight or express mail, or by courier, the above designations SHALL also appear on the outside of the courier company envelope.

Email Submissions: Email submissions must include the above information in the subject line and the proposal shall be submitted as an attachment. NOTE: email submissions will not be opened

Any proposal received not complying with these submission requirements SHALL not be opened and will be returned to sender marked "unresponsive"

Qualification documents and instructions to applicants may be obtained through the Borough's website: www.paulsboronj.org It is the bidders responsibility to regularly check the website for possible addenda.

PROPOSAL FORM

The undersigned declares that they have read the included Notice (s), Instructions, Affidavits and scope of Services; that they have determined the conditions affecting the proposal are acceptable and agree, if this proposal is accepted, to furnish and deliver services per their schedule of fees.

A. Please indicate the Professional Service/Title for which you are submitting [*a separate package must be submitted for each position*):

PROFESSIONAL SERVICES	
Borough Solicitor	☐
Borough Labor Counsel	☐
Borough Special Labor Counsel	☐
Borough Auditor	☐
Borough Bond Counsel	☐
Borough Prosecutor	☐
Borough Public Defender	☐
Borough General Engineer	☐
Borough Water & Sewer Engineer	☐
Special Counsel for Redevelopment	☐
Land Use Board Solicitor	☐
Land Use Board Engineer	☐
Land Use Board Planner	☐

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

_____

_____

_____

_____

Contact Person: _____

Phone: _____ Email: _____

B. Please indicate the Consulting Service/Title for which you are submitting [*a separate package must be submitted for each position*):

CONSULTING SERVICES	
Borough Grant Consultant	☐
Risk Management Consultant/Insurance Broker	☐
Administrative Agent for the Administration Of Affordable Housing	☐
Borough Financial Advisor	☐

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

_____

_____

_____

_____

Contact Person: _____

Phone: _____ Email: _____

(Section "C" to be answered by both Professional Services applicants and Consulting Services applicants)

C. [Eleven questions) In responding to these questions, you may attach additional sheets as necessary. Please be sure to reference any additional sheets or attachments under the appropriate question of area. Material not clearly referenced will not be considered.

1. Is your firm willing and able to perform the scope of services set forth in the Notice of Solicitation of Professional Services/Consulting Services and the Proposal Package for the above Professional Services/Title and/or Consulting Services/Title?

☐ Yes ☐No

2. If the answer to Question1 is "No", please explain any exceptions, clarifications or limitations to the scope of services that your firm is willing and able to provide.

_____
_____
_____
_____
_____
_____

3. Provide the names/titles and roles of the individuals who will perform the services, descriptions of their education, experience, background, degrees, licenses and certifications relevant to those services including specific experience with the Borough or similar clients.

_____
_____
_____
_____
_____
_____

4. Discuss your and/or your firm's record of success providing the same or similar services to those being requested.

_____
_____
_____
_____
_____
_____

5. Provide any references who may be contacted to substantiate the above noted experience or record of success for the same or similar service.

_____
_____
_____
_____
_____

6. Provide a list of your current municipal or public clients as well as past municipal clients.

7. Describe your/your firm's ability to provide the services in a timely and fiscally expedient manner (including staffing, familiarity and location of key staff, availability and/or ownership of key resources). If appropriate, a description of the technical process and equipment available to the organization and used in performing the task(s) within the scope of work may be provided.

8. Disclose any conflicts of interest you have or reasonably anticipate having with respect to you/your firm's past, current or pending representation of clients or entities who are engaged in litigation disputes or known potential litigation disputes with the Borough of Paulsboro or its associated entities or who are appearing before or making application to its Boards or Agencies. If none, state "none".

9. Please provide a breakdown of costs for service (cost details), including the hourly rates of each of the individuals who will be performing services and a schedule of costs for reimbursable expenses and/or a budgeted amount for reimbursable expenses. If all or any part of the work proposed is to be performed on a lump sum or flat fee (as opposed to an hourly or reimbursable basis) please provide the amount of that lump sum or flat fee as well as specifically detailing the full scope of work to be included under the proposed lump sum or flat fee. It is also permissible to provide alternative fee proposals (lump sum or hourly) for the same scope of work, but again, it is very important to clearly delineate what is included.

Please note, that is part of your scope of work includes reimbursable funds from a third party, grant or bond/note issuance, the Borough reserves the right to evaluate cash flow, and certification of funds before payment is made.

_____
_____
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_____

REQUEST FOR PROPOSALS – 2017 IMPORTANT NOTICE

PLEASE NOTE: For those of you completing the Paulsboro requests for proposal, the following changes have been made from previous RFPs:

1. Billing: All bills submitted will be reviewed by the Borough Administrator. All bills shall be submitted on a monthly basis with the smallest increment will be 0.1 of an hour (6 minutes). You will be asked to itemize and, where appropriate, aggregate. For example, a separate line is not needed for each email but you may aggregate email readings and

responses. The bill should be itemized to be able to distinguish the different projects, people talked to/corresponded with and/or cases worked upon.

2. Flat fees: If you are proposing a flat fee for a time period or a project, please itemize how the time will be spent and what specifically is covered. For Public Defender, Prosecutor – you may submit a charge per session.

3. Other Expenses: If you are charging for copying, you must state how many pages are being copied and the copying rate. Note: OPRA only permits a certain charge for copying. If there is a large volume of copying, or binding, or particular publications, you will be asked to get pre-approval on these items. Any overnight or courier charges must be pre-approved.

Generally, the Borough will not pay for in house conferences, meetings attended by multiple employees of the vendor (professional/consultant), leaving messages, or excessive "chain of command" approvals.

10. (OPTIONAL) ADDITIONAL MATERIAL. Please discuss any relevant or supplementary materials which may demonstrate your firm's qualification or capacity to perform the professional services listed or to illustrate why hiring your firm to perform these services would be in the best interest of the Borough.

_____

_____

_____

_____

11. In completing and submitting this form the submitting firm, individual or entity acknowledges that it has received and read the following which were provided with the submission materials:
    - The Notice of Solicitation for Professional Services, pertaining to the Professional Title/Service which is the subject of this submission
    - The "Title/ Service Description and Minimum Requirements" pertaining to the above Professional Title/Service and any supplemental addendum.
    - The "General Instructions, Submission and Selection Criteria"
    - The "General Contract Requirements" and Exhibits.

CERTIFICATION

I certify that I am an authorized representative of the firm or business named below and offer on behalf of the firm to provide the professional services set forth herein in accordance with this submission form and the terms of the solicitation and submission materials noted above.

I further certify that the information contained in and attached to this submission is true to the best of my knowledge and belief, with the understanding that it will be relied upon as such by the public entity to which it is being submitted.

Company/Individual

_____

Address

_____

_____

_____

_____

Telephone No. _____

Email _____

FAX No. _____

Federal I.D. # or Social Security #

_____

Authorized Agent (Print Name), Title

_____

Address of Authorized Agent (If different)

_____

_____

Telephone: _____

Email _____

FAX No._____

Signature of Applicant _____ Print Name _____

Sworn and subscribed to before me on this _____day of _____, 2016

Signature of Notary_____ Notary seal

Print Name_____

BE ADVISED THAT absent an express written notice to the contrary in the detailed requirements, all proposals:

1. Are to be submitted on the "Standardized Professional Service RFP - RFP PROPOSAL FORMS" AND

2. Are Subject to the Standardized "General Instructions, Submission and Selection Criteria for Professional Service Contracts".

The above mentioned standardized documents are available on the Borough of Paulsboro website at www.paulsboronj.org under the heading "Current Bidding Opportunities/Notice of Solicitation for Professional Services and Grant/Consulting Services".

Should you be unable to obtain these from the website, copies of the solicitation package are also available either free via email or on paper at a cost of .05 cents per page at the Borough Clerk's Office, 1211 N. Delaware Street, Paulsboro, New Jersey 08066.

The Borough Clerk's Office is open Monday through Friday, 8:30 a.m. to 4:00 p.m., excluding holidays.

The above noted "Standardized Professional Service RFP - RFP PROPOSAL FORMS" include:

a. The "Proposal Form" signed and dated by the provider, clearly referencing any additional sheets or attachments (such as a submission letter, provider service or experience description, and/or fee schedule).

b. A signed and notarized "Non-Collusion Affidavit."

c. A signed "Disclosure of Ownership form".

d. Requires a copy of the vendor's current "NJ Business Registration Certificate". Information on this certificate can be obtained on the web at "http://www.state.nj.us/treasury/revenue/busregcert.htm".

e. Requires such other documents and materials as may be appropriate to show the qualifications and experience of the provider or to meet the requirements of this submission.

f. Requires email, <u>and</u> hard copy with CD disc or USB submission.

SUBMISSION DEADLINE AND PUBLIC READING

Sealed responses must be received in the Borough of Paulsboro, Attn: Borough Clerk, 1211 N. Delaware Street, Paulsboro, New Jersey 08066, before the date and time ("due date" set forth in this notice (also referred to as the "submission deadline"). Emailed submissions must be received before the date and time specified in this notice. The Borough of Paulsboro Borough Clerk and/or her designated representative will receive submissions up to the submission deadline noted in the Notice to Bidders and will immediately thereafter publicly open all submissions received in the Paulsboro Conference Room of the Paulsboro Municipal Building, where and at which time submissions will be read aloud and otherwise be available for public scrutiny.

The Borough of Paulsboro reserves the right to extend the submission deadline at any time prior to opening of the sealed submissions, to reject all submissions without the need for cause or prior notice, to reject particular submissions due to defects in mandatory items, to waive non-mandatory items and to accept any submissions that in their judgment will be in the best interest of the Borough of Paulsboro.

APPLICANT TERMS AND CONDITIONS

Proposals will be evaluated by the Borough Administrator, Borough Council and/or sub-Councils of the Borough of Paulsboro on the basis of the most advantageous, price and other factors considered but not limited to the following:

- Knowledge of the administrative structure of the Borough of Paulsboro and subject matter to be addressed under the contract.

- Individual designated by the applicant and approved by Borough may be required to attend all regular scheduled meetings as required by Borough of Paulsboro. If the designated individual is unable to attend they must notify the Borough in advance and have the individual to attend the meeting approved by Borough of Paulsboro.

- Applicant must respond to Borough inquiries within 24 hours.

- Applicant must be available to accommodate any Special meetings as required by the Borough;

- Applicant will provide written proposals for specific projects as required by Borough.

- Applicant must provide a compensation schedule.

- The Borough shall not pay for travel time.

- The Borough shall not pay for copies made at a rate exceeding what the Borough may charge under the Open Public Records Act, implementing regulations, N.J.A.C. 5:105.

- Other factors that may reasonably impact the Borough in 2017.

CHECK LIST OF REQUIRED DOCUMENTS

Failure to provide the following items, as checked, SHALL result in your bid being disqualified. These are MANDATORY requirements of this bid package:

	Check	Initials
Checklist of Required Documents, signed below	☐	_____
RFP Proposal Form	☐	_____
Hard copy of RFP proposal on the proposal forms contained in bid package with supporting documentation	☐	_____
Hard copy of Applicant and Designated Individual Resumes with supporting documentation	☐	_____
CD ROM or USB Drive copies of above submitted with Hard Copies Individual Resumes and attachments should be PDF formatted	☐	_____
Emailed submission of the Proposal Package with attachments to the Borough Clerk	☐	_____
Pay to Play Advisory (Disclosure Requirement)	☐	_____
Acknowledgement of Addenda (if applicable)	☐	_____
Affirmative Action Certification	☐	_____
Equal Employment Opportunity	☐	_____
Americans With Disabilities Act	☐	_____
Disclosure of Ownership	☐	_____
Responsible Bidder Certification	☐	_____
False Statement Penalties Certification	☐	_____

Failure to provide the following items, as checked, MAY result in your bid being disqualified or a request for clarification issued.

	Check	Initials
Affidavit of Non-Collusion	☐	_____
Responsible Bidder Checklist	☐	_____
Taxpayer Identification (W-9)	☐	_____
Responsibility Acknowledgement (Post Contract Award)	☐	_____

	Check	Initials
Prior to award of the contract the following items, as checked, shall be required:		
Business Registration Certificate	☐	_____

After award of the contract THE following items, as checked, shall be required:

Signed Contracts	☐	_____
Certificate of Insurance for the length of the contract	☐	_____

EACH REQUIRED ITEM MUST BE INITIALED ON THIS FORM IN THE SPACE PROVIDED. THIS CHECKLIST MUST BE SIGNED AND SUBMITTED WITH THE RFP PACKAGE.

COMPANY / BIDDER'S NAME_____

AUTHORIZED SIGNATURE_____

DATE _____

NAME (PRINT), TITLE_____

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 2014.
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.

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.

IN ADDITION, APPLICANT SHALL COMPLY WITH REQUIREMENTS OF THE BOROUGH OF PAULSBORO'S PAY-TO-PLAY ORDINANCE, A COPY OF WHICH IS ATTACHED HERETO

Initials _____

ACKNOWLEDGEMENT OF ADDENDA (IF APPLICABLE)
Receipt of Changes to Bid Documents Form

Pursuant to N.J.S.A. 40A:11-23.1a, the undersigned hereby acknowledges receipt of the following notices, revisions, or addenda to the RFP advertisement, specifications or RFP documents. By indicating date of receipt, applicant acknowledges the submitted RFP takes into account the provisions of the notice, revision or addendum. Note that the local unit's record of notice to applicants shall take precedence and that failure to include provisions of changes in a RFP may be subject for rejection of the proposal.

Addendum Number _____
How Received (mail, fax, pick-up, etc.) _____
Date Received _____

Company/Applicant: _____
By Authorized Representative: _____
Signature: _____
Printed Name and Title: _____
Date: _____

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

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Except with respect to affectional or sexual orientation, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting for the 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 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 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 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 Division of Contract Compliance and EEO as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

_____

Signature & Date

EQUAL EMPLOYMENT OPPORTUNITY

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 county employment goals established in accordance with N.J.A.C. l7:27-5.2.

Initials _____

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 www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance 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 Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

Initials _____

AMERICANS WITH DISABILITIES ACT

Equal Opportunity for Individuals with Disabilities

The Contractor and the Borough of Paulsboro do hereby agree that the provision of Title II of the Americans With Disabilities Act of 1990 (the "ADA") (42 U.S.C. Section 12101 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 thereunto, are made a part of this contract. In providing any aid, benefit or service on behalf of the Borough pursuant to this contract, the Contractor agrees that the performance shall be in strict compliance with the ADA. In the event that the Contractor, its agents, servants, employees or subcontractors violate or are alleged to have violated the ADA during the performance of this contract, the Contractor shall defend the Borough in any action or administrative proceeding commenced pursuant to this ADA. The Contractor shall indemnify, protect and save harmless the Borough, 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 Borough grievance procedure, the Contractor agrees to abide by any decision of the Borough which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the Borough or if the Borough 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 Borough 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 Borough or any of its agents, servants, and employees, the Borough shall expeditiously forward or have forwarded to the Contractor every demand, complaint, notice, summons, pleading or other process received by the Borough or its representatives.

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

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

Initials _____

DISCLOSURE OF OWNERSHIP
N.J.S.A. 52:25-24.2

Failure to submit the required information is cause for automatic rejection.

CHECK ONE

☐ I certify that the list below contains the names and addresses of all owners who own an interest of 10% or more in the Applicant.

☐ I certify that no one owner owns an interest of 10% or more in the Applicant.

LEGAL NAME OF APPLICANT: _____

Check which business entity applies:

☐ Limited Partnership Corporation (for-profit)

☐ Limited Liability Company

☐ Limited Liability Partnership Corporation(non-profit)

☐ Sole Proprietorship

☐ Partnership Other

☐ Complete if the Applicant is a for-profit or non-profit corporation:

Date Incorporated: _____

Where Incorporated: _____

BUSINESS ADDRESS:

Street Address _____

City/Town _____ State_____ Zip _____

Telephone # _____

Fax#_____

Listed below are the names and addresses of all owners who own an interest of 10% or more in the Applicant. Disclosure shall be continued until the names and addresses of every owner exceeding the 10% ownership criteria established in N.J.S.A. 52:25-24.2 has been listed. (Not to be completed by non-profit corporations.)

Name Address Shared (%) Owned _____

Name Address Shared (%) Owned _____

CONTINUED ON ADDITIONAL SHEET (IF NECESSARY): ☐ YES ☐ NO

Company / Bidder's Name _____

Authorized Signature _____

Date _____

Name (print) Title _____

BOROUGH OF PAULSBORO
2017 PROFESSIONAL SERVICES REQUEST FOR PROPOSAL
2017 COMPETITIVE CONTRACTING REQUEST FOR PROPOSAL

RFP OPENING DATE: FRIDAY, DECEMBER 21, 2016 AT 10:00AM

RESPONSIBLE BIDDER CERTIFICATION

A copy of this certification must be included with the (EACH) Bid and must be fully completed, signed by at least one general partner, owner, or officer authorized to legally obligate the Applicant and notarized.

The Bidder recognizes that the information submitted in the questionnaire herein is for the express purpose of inducing the Borough to award a contract to the Bidder. The Bidder has read and understands the requirements of this Bid, and has read and understands the instructions for completing the Bid. The Bidder acknowledges that he/she is duly authorized to provide the information contained in this Bid and that answering the questions in this bid is entirely within his/her control.

DECLARATION

I, _____ am the (print name) _____ of Applicant.
(title)

I certify that I have read and understood the questions contained in the attached bid, and that to the best of my knowledge and belief all information contained herein and submitted concurrently or in supplemental documents with this bid is complete, current, and true. I further acknowledge that any false, deceptive or fraudulent statements on the bid may result in non-award of contract. I authorize the Borough to contact any entity named herein, or any other internal or outside resource, for the purpose of verifying information provided in the questionnaire or to develop other information deemed relevant by the Borough.

Signature

Sworn and subscribed to before me on

this _____ day of

_____, 20____ Notary seal

Print Name of Notary _____

Signature of Notary _____

FALSE STATEMENT PENALTIES CERTIFICATION
N.J.S.A. 40A:11-34

Any person who makes or causes to be made, a false, deceptive or fraudulent statement in the statement or answers in response to the questionnaire, or in the course of any hearing hereunder, shall be guilty of a misdemeanor, and upon conviction shall be punishable by a fine of not less than $100.00 nor more than $1,000.00, and shall be permanently disqualified from bidding on all public work or contracts of the contracting unit which submitted the questionnaire; or, in the case of an individual or an officer or employee charged with the duty of responding to the questionnaire for a person, firm, co-partnership, association or corporation, by such fine or by imprisonment, not exceeding 6 months, or both.

Print Name _____

Signature of Preparer or Officer of the Applicant _____

Sworn and subscribed to before me on

this _____ day of

_____, 20____ Notary seal

Signature of Notary _____

Print Name _____

AFFIDAVIT OF NON-COLLUSION

The undersigned, being duly sworn according to law, deposes and says:

1. I reside at _____

_____

2. The name of the within applicant is _____

_____

3. I execute the said RFP on behalf of the applicant with full authority to do so.

4. The applicant has not directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of fair and open process in connection with the contract.

5. All statements contained in the Qualification Statement and RFP and in this Affidavit are true and correct and were made with the full knowledge that the Borough of Paulsboro, County of Burlington, its officers and employees, rely on the truth of the statements therein made in awarding the above-named contract.

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

Sworn and subscribed to before me on _____ this day of

_____, 2014

Signature _____

Print Name _____

Signature of Notary_____ Notary Seal

Print Name _____

RESPONSIBLE BIDDER'S CHECKLIST

The following are screening statements which shall be used to determine whether or not a prospective applicant is responsible to enter into a contract with the Borough of Paulsboro.

Refusal to answer or omission of response to any question in this checklist shall be considered a fatal flaw and shall result in disqualification of the Bidder.

A YES answer to any statement below shall require the bidder to explain that answer to the Borough Council prior to award of contract. (circle answer)

1. In the last five (5) years, has your firm, or any key Person in your firm, been convicted of a crime involving the awarding of a contract of a government (local, state or federal) construction project, or the bidding or performance of a government contract? Yes No

2. In the last five (5) years, has your firm, or any key Person in your firm, been "defaulted" or "terminated" by an owner (other than for convenience of the project owner) or has your surety completed a contract for your firm? Yes No

3. At the time of submitting this bid form, is your firm or any key Person in your firm, ineligible to bid on or be awarded any public works contract, or perform as a subcontractor on a public works contract? Yes No

4. Has your firm, or any key Person in your firm, ever been found guilty in a criminal action, for making any false claim or material misrepresentation to any public agency or entity?
Yes No

5. In the last ten (10) years, has your firm, or any key Person in your firm, ever been convicted of a crime involving any federal, state or local contracts? Yes No

The successful bidder may be asked to complete the form below:

Form **W-9**
(Rev. October 2007)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ .....
☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I **Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
☐☐☐ - ☐☐ - ☐☐☐☐

or

Employer identification number
☐☐ - ☐☐☐☐☐☐☐

Part II **Certification**

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

Cat. No. 10231X Form **W-9** (Rev. 10-2007)

RESPONSIBILITY ACKNOWLEDGEMENT

POST CONTRACT AWARD

The undersigned hereby acknowledges that the following documents must be submitted to the Borough within 10 days after receiving a Notice to Award by the Borough Clerk on the above-named project.

Certification of Insurance

- In accordance with Borough requirements of "Insurance"

Signed Contracts

- In accordance with Borough requirements of "Notification of Award"

Initial Project Workforce Report

- In accordance with Borough requirements of "Required Affirmative Action Evidence"

Company/Bidder: _____

By Authorized Representative _____

Signature _____

Printed Name and Title _____

Date _____

GENERAL INFORMATION FOR APPLICANTS

RECEIPT OF PROPOSAL

1. Qualifications shall be received in accordance with public advertisement as required by law, a copy of said notice being attached hereto and made a part of these specifications.

2. Each proposal shall be submitted on the proposal forms attached, in a sealed envelope addressed to the Municipal Clerk bearing the name and address of the applicant on the outside, and clearly marked "REQUEST FOR PROPOSAL" with the name of the item(s) and contract number being proposed and emailed with all attachments to the Borough Clerk.

3. It is the Applicant's responsibility to see that the proposal is presented to the Municipal Clerk at the time and place designated. Proposals may be hand delivered or mailed; however, it is applicant's responsibility for the delivery of the proposal.

4. The Applicant is required to submit 1 hard copy and 1 electronic copy in PDF format on a readable CD or USB Drive of their proposal and the resumes of the designated individual(s) and principles of the business entity at the time of submission.

PROPOSAL FORM

Proposals must be submitted on the forms included in the RFP package. All blank spaces must be filled in. All proposals shall be typewritten or written in ink on the forms. Unit prices and totals must be inserted in the space provided. Insert "N/A" in the blanks if "not applicable". Proposals showing any erasure, alteration or interlineations must be initialed by the applicant in ink. Failure to comply may be cause for rejection of the proposal. Where discrepancies occur between the unit price and the extension, the unit price will prevail.

SIGNATURE ON PROPOSAL FORM

If the applicant is an individual, the proposal must be signed by the individual. If the applicant is not an individual, the proposal must be signed by a person authorized to sign on behalf of the applicant.

QUESTIONS/CHALLENGES

Should any applicant be in doubt as to the intent of this Request for Proposal, they should immediately notify the Borough Clerk, in writing, who will then send written addenda to all applicants covering the point in question. Applicants may not rely on oral responses to inquiries. In order to comply with statutory notice requirements, all challenges must be received by the Municipal Clerk no later than three (3) business days prior to the proposal opening date. Challenges files after that time shall be considered void and having no impact on the contracting unit or the award of the contract.

INTERPRETATIONS AND ADDENDA

1. The applicant is responsible for understanding all of the proposal documents that have been+ provided by the Borough.

2. Applicants are expected to examine the specifications and related documents with care and observe all their requirements. Ambiguities, errors or omissions noted by applicants should be promptly reported in writing to the Municipal Clerk. If the applicant fails to notify the Borough of such ambiguities, errors or omissions, the applicant shall be bound by the proposal.

3. No oral interpretation of the meaning of the Request for Proposal will be made to any applicant. Every request for an interpretation shall be in writing, addressed to the Municipal Clerk. In order to be given consideration, written requests for interpretation must be received at least ten (10) days prior to the date fixed for the opening of the proposals. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications, and will be distributed to all prospective applicants in accordance with statute. All addenda so issued shall become part of the contract documents, and shall be acknowledge by the applicant in the proposal. The Borough's interpretations or corrections thereof shall be final.

REJECTION OF PROPOSAL

The Borough reserves the right to reject any or all proposal and to waive any minor informality in any proposal should it be deemed in the best interest of the Borough to do so.

Proposals shall be rejected for any of the following reasons:

1. Failure to complete the Affirmative Action Certification

2. Failure to comply with the American with Disabilities Act of 1990

3. Failure to complete the Disclosure of Ownership Statement.

4. Failure to provide a properly dated New Jersey State Business Registration Certificate prior to award of contract. (including subcontractors)

Proposals may be rejected for any of the following reasons:

1. Failure to complete the Affidavit of Non-Collusion.

2. Failure to properly complete the Proposal form.

3. Failure to complete the Checklist of Required Documents.

4. Insertion of additional conditions, provisions or stipulations.

PROCEDURES ON AWARD OF CONTRACT

The Borough of Paulsboro awards contracts or rejects all proposals within 60 days, unless in accordance with N.J.S 40A:11-24, which provides in part that "any applicant who consent thereto may, at the request of the contracting unit, have their proposal held for consideration for such longer period as may be agreed." All prospective applicants are advised of this schedule since all proposals must be firm when proposed, and must remain so for 60 days or such longer period as the Borough and the applicant may agree.

NOTIFICATION OF AWARD

1. Upon passage of a Borough Council Resolution awarding the contract, the Borough Clerk will forward two (2) sets of contract documents to the successful applicant for execution and delivery. Within ten (10) days of the date of the award of the contract, the successful applicant shall return two (2) sets of the contract documents to the Borough Clerk with a proper performance bond and insurance certificates if required - refer to Checklist of Required Documents. On receipt of the contract documents duly executed by the applicant, the contract documents will be submitted to the Borough Attorney for review and approval.

2. If approved as to form and execution, the contract documents will then be submitted to the Mayor and Municipal Clerk for execution on behalf of the Borough. A fully executed copy will be returned to the successful applicant by the Borough. No Resolution of Award will become binding on the Borough before the contract documents have been executed by the Mayor and Municipal Clerk.

3. Should the successful applicant fail to execute the contract within ten (10) days of notification, the Borough will be free to award the contract to another applicant.

ASSIGNING THE CONTRACT

The contract shall not be sublet, assigned, pledged, hypothecated or sold, in whole or in part, without the written permission of the Borough.

TERMINATION OF CONTRACT

DEFAULT: Non-performance of the applicant in terms of the Request for Proposal shall be a basis for termination of the contract by the Borough. The Borough may terminate the contract upon 30 days' written notice to the applicant. The Borough shall not pay for any services and/or materials, which are unsatisfactory. The applicant may be given a reasonable opportunity

before termination to correct the deficiencies. This, however, shall in no way be construed as negating the basis for termination for nonperformance.

1. UNCONDITIONAL TERMINATION FOR CONVENIENCE: The Borough may terminate the resultant contract for convenience by providing thirty (30) calendar days advance notice to the applicant.

2. TERMINATION FOR DEFAULT: If the applicant fails to meet deadlines, or fails to provide the agreed upon services, and or material altogether, a termination for default will be issued, but only after the Borough has determined the applicant has failed to remedy the problem after being forewarned.

3. TERMINATION BY THE BOROUGH: If the applicant should be adjudged bankrupt or should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, the Borough may terminate this contract. If the applicant should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to provide enough properly skilled workers or proper materials, or persistently disregard laws and ordinances, or not proceed with work or of this contract, the Borough shall give the applicant fifteen (15) calendar days written notice. Upon receipt of such termination notice, the applicant shall be allowed seven (7) calendar days to cure such deficiencies.

PAYMENT

The contract price shall be payable either in one lump sum or as indicated in the RFP specifications at the first regular monthly meeting of the governing body following satisfactory completion of the contract and presentation of a properly executed purchase voucher.

INVOICES

The Borough of Paulsboro will not honor any invoices submitted for work performed other than that stipulated by these specifications unless previously authorized by a written change order from the Borough. Invoices for services rendered must be received by the Borough by the end of the month following the month in which the expense was incurred. For example, a service provided in June must be billed to the Borough by the end of July. Expenses submitted after this period will not be honored by the Borough.

THE CONTRACT

The following shall be deemed to be part of the Contract:

- Notice to Applicants
- Information to Applicants
- Specifications (General, Special & Detail)
- Proposal
- All addenda issued by the Borough prior to the receipt of proposals

CONFLICTING INFORMATION OR ERRORS

The Borough reserves the right to correct any errors or omissions in said Request for Proposal wherever such corrections are necessary for the proper fulfillment of the intentions of the plans and specifications. Should there be any conflicting information given in the plans and specifications, the Borough shall be notified of same and the Borough will determine the final decision.

Prior to the execution of the work, the applicant shall check the plans and specifications and immediately report to the Borough all errors and omissions discovered therein. Thereafter, during the prosecution of the work, the applicant shall immediately report all further errors or omissions to the Borough. Any adjustments made by the applicant without prior approval shall be had that their own risk and the settlement of any complications arising from such settlement shall be made by the applicant at their own expense.

COMPLIANCE WITH LAWS

The applicant will keep himself fully informed of, and observe and comply with, all state, national and municipal laws in any manner affecting those engaged or employed in the work or the materials used in the work and of all such orders and decrees for bodies having any jurisdiction or Borough over the same.

If any discrepancy is discovered in the Request for Proposal in relation to any such law, ordinance, regulation, order or decree, the applicant notify the Borough in writing. The applicant shall protect and indemnify the Borough, its officers and agents against any claim or liability arising from a violation of any law, regulation, ordinance, order or decree whether by himself or his employees or sub-contractors.

BUSINESS REGISTRATION CERTIFICATE

N.J.S.A. 52:32-44 requires that each applicant (contractor and subcontractor) provide proof of business registration in response to a request for proposals prior to award of Contract. Proof of registration shall be a copy of the applicant's Business Registration Certificate (BRC) dated prior

to bid opening. 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 or by phone at (609) 292-1730. N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that **knowingly** provide goods or perform services for a contractor fulfilling this contract:

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

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

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

An applicant, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of $25 for each day of violation, not to exceed $50,000 for each business registration not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements is available by calling (609) 292-9292.

AFFIDAVIT OF NON-COLLUSION

The Non-Collusion Affidavit, which is part of these specifications, shall be properly executed and submitted intact with the proposal.

NON-DISCRIMINATION

There shall be no discrimination against any employee engaged in the work required to produce the commodities covered by any contract resulting from this proposal, or against any applicant to such employment because of race, religion, sex, national origin, creed, color, ancestry, age, marital status, affectional or sexual orientation, familial status, liability for service in the Armed Forces of the United States, or nationality. This provision shall include, but not be limited to the following: employment upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The contractor shall insert a similar provision in all subcontracts for services to be covered by any contract resulting from this proposal.

REQUIRED AFFIRMATIVE ACTION EVIDENCE

Each applicant 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:

1. 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**

2. A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4; **or**

3. 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.

ACQUISITIONS, MERGER, SALE AND/OR TRANSFER OF BUSINESS, ETC.

Prior to any mergers where the contractor is to become the "Division of ....." or changes the financial structure or reporting of the contractor, the contractor shall notify the Borough of Paulsboro. Failure to notify the Borough prior to any merger may cause termination of the contract.

If during the life of the contract, the applicant disposes of the business concern by acquisition, merger, sale and/or transfer or by any means convey h/h interest(s) to another party, all obligations are transferred to that new party. In this event, the new owner(s) will be required to submit, when required a performance bond in the amount of the open balance of the contract.

INSURANCE

The Contractor will not be allowed to begin work under this contract until he has all insurance required under the contract documents and the insurance has been approved by the Borough. The Contractor shall not allow any sub-contractor to begin work on his sub-contract until the insurance required of the sub-contractor has been obtained and approved. The insurance required shall be maintained in full force and effect until all work to be performed under the terms of the contract is satisfactorily completed and accepted by the Borough. Bidder/Vendor shall supply a Certificate of Insurance evidencing the satisfaction of minimum insurance coverage requirements for this RFP, which shall be supplied prior to execution of a contract between Paulsboro and the professional vendor awarded a professional services contract.

A. Workers' Compensation Insurance: The Contractor shall procure and maintain during the life of the contract Workers' Compensation Insurance for all of his employees to be engaged in work on the project, and in the case of any sublet, the Contractor shall require the sub-contractor similarly to provide Workers' Compensation Insurance for all of the latter's

employees unless such employees are covered by the Contractor's Insurance. In case any class of employees engaged in hazardous work on the project under this contract are not protected under the Workers' Compensation Statute, the Contractor shall provide and cause each sub-contractor to provide adequate employer's general liability insurance for the protection of such of his employees as are otherwise protected.

B. Professional Liability Insurance: The Contractor shall procure and shall maintain during the life of this contract "errors and omission" insurance coverage in an amount not less than $1,000,000.

C. Contractor's Automobile Liability and Property Damage Insurance: As an independent contractor, the Contractor shall be solely responsible for procuring its own automobile liability insurance and property damage insurance. The Contractor's contract to provide professional services to the Borough shall include such language.

D. Proof of Insurance: The Contractor shall furnish the Borough with satisfactory proof of carriage of the insurance required by submitting the original insurance policies and endorsements or properly executed conformed copies. Bidder/Vendor shall not be required to obtain an insurance policy/endorsement requiring an undertaking by the insurance carrier not to cancel the policy or reduce the limits except upon thirty days notice to the Borough by certified mail, return receipt requested. The liability policies and endorsements shall be specifically referred to the Borough and its officers, agents and employees as insured parties and shall state that the insurance as provided conforms to the requirements of these contract documents. All insurance required by this contract shall be placed with responsible insurance companies authorized to do business in the State of New Jersey, which are satisfactory to the Borough. The policies shall include waiver of rights of subrogation. Contractor shall carry, during the life of the contract and any extension thereof, Builders' Risk Insurance (All Risks) of physical loss or damage to property in an amount equal to 100% completed value basis of the work contracted herein.

INDEMNIFICATION

The Applicant agrees to indemnify and save harmless the Borough, its officers, agents and employees, hereinafter referred to as indemnities', from all suits, including attorney's' fees and costs of litigation, actions, loss damage, expense, cost of claims, of any character or on account of any act, claim or amount arising or recovered under Workers Compensation law, or arising out of failure of the Applicant or those acting under the Applicant to conform to any statutes, ordinances, regulations, law or court decree. It is the intent of the parties to this contract that the indemnities shall, in all instances, except for loss or damage resulting from the sole negligence of the indemnity, be indemnified against all liability, loss or damage of any nature whatever.

BOROUGH ADMINISTRATOR'S CONTROL

The enumeration in the contract documents of particular instances in which the opinion, judgment or direction of the Borough Administrator shall control the work, or which work shall be performed to the satisfaction, approval or inspection of the Borough Administrator, shall not imply that only matters similar to those enumerated shall be so governed and performed under the control of the Borough Administrator. Without exception, all work under the contract documents shall be under the direct control of the Borough Administrator.

DISPUTES

Disputes arising under this agreement shall be submitted to a process of resolution pursuant to alternative dispute resolution practices, such as mediation, binding arbitration or non-binding arbitration, as required by P.L. 1997, c. 371 (N.J.S.A. 40A:11-50), pursuant to industry standards, prior to being submitted to a court for adjudication. The specific type of alternate dispute resolution to be utilized shall be selected by the Borough and the costs payable to the mediator or arbitrator(s) shall be borne equally by the Borough and the contractor.

BASIS FOR AWARD OF PROFESSIONAL SERVICES CONTRACTS AND COMPETITIVE CONTRACTS

The Borough shall award all professional service contracts or agreements based on qualification, merit and cost competitiveness. Selection criteria will include:

1. Qualifications of the individual or firms who will perform the service or activity.

2. Experience and references.

3. Ability to perform the service or activity in a timely fashion, including staffing and the staff's familiarity of the service or activity.

4. Cost Competitiveness.

5, The Borough and/or Land Use Board reserves the right to conduct an interview or interviews with the prospective professional to discuss the scope of the professional services as outlined in the applicant's/proposer's proposal.

6. All awards or waivers will be by resolution acted on by the Borough Council or the Land Use Board at a Borough Council Meeting or a Land Use Board meeting.

7. All awards are subject to availability of funds.

8. This policy will include, but not be limited to, all of the above listed requirements.

EVALUATION CRITERIA

The General Evaluation of the applicant will be judged on a point system and shall contain, but may not be limited to, the following criteria. The Borough reserves the right to add criteria that may be relevant to a particular Scope of Service or Professional/Consultant. ALL applicants will be judged under the same criteria for that position.

Understanding the Requested Work – 12 Points					
CATEGORY		0 Points	1 – 2 Points	3 – 4 Points	Total
Demonstrates clear understanding		Does not demonstrate clear understanding	Proposal points are adequately defined	Proposal is clear, readable and precise	
Completeness and responsiveness to RFP		Does not address major requirements	Proposal absent some non-critical points	Proposal complete and responsive	
Compliance with instructions and requests		Does not Comply	Complies substantially	Complies with all instructions and requests	
Knowledge and Professional Compliance – 16 Points					
CATEGORY		0 Points	1 – 2 Points	3 – 4 Points	Total
Education and training of the employees, suitability to perform the required tasks		Minimal training, no formal education, new performer	Some prior experience, some training and documented performance	High level of education and training, well proven performance	
Expert methods, process and resources to be utilized		Not adequately documented	??oposal uses some current technology	Well documented us of latest technologies	
Proposal includes references of like jobs		Not adequately documented	Some references included	Well documented like clients in the field	
Primary contractor vs. subcontractor		More than one subcontractor	Only one subcontractor providing half of resources	Primary contractor will do entire project/contract	

Ability to Perform Services in a Timely Manner – 15 Points					
CATEGORY		0 Points	1 – 2 Points	3 – 4 Points	Total
Borough/other timeline		Cannot meet schedule	Meets most of schedule	Meets entire schedule	
Personnel and Resources		May not be sufficient	Sufficient for project	Dedicated resources	
Relationship of Primary Contractor to subcontract(s)		Primary contractor has not worked with subcontractor	Primary contractor has limited experience with subcontractor	No subcontractor or proven record with subcontractor	
Management, Experience and Personnel Qualifications – 25 Points					
CATEGORY		0 Points	1 – 2 Points	3 – 5 Points	Total
Project Management Plan		Not demonstrated as sound	Plan is average	Plan is sound and detailed	
Project Management Team		Does not meet qualifications	Qualified but little experience working together	Well qualified and has collaborated on similar projects	
Record of Reliability and quality of service		Not documented	Some documentation	Track record of high quality	
Scope of work experience		Few related projects	Some similar projects	Numerous similar projects	
Experience in providing similar work		Limited experience	Good experience	Exceptional experience	
Management, Experience and Personnel Qualifications – 24 Points					
CATEGORY		0 Points	1 – 2 Points	3 – 6 Points	Total
Explanation of cost		Costs not Explained	Some correlation provided	Well documented	
Cost comparison		Highest third is salary dollars	Middle third in salary dollars	Lowest third in salary dollars	
Other costs, copies etc.		Copy cost in excess to OPRA costs	Copy cost = OPRA costs	None	
Adhered to RFP Billing guidelines		Did not take into account Borough's billing requirements	Somewhat followed the billing requirements	Followed Borough's billing guidelines	

Other Relevant Services, Experience – 8 Points					

Request for Proposal for Professional Services

Individual Positions

Purpose:

The following procedures are designed to provide for a fair and open process in awarding professional services based on qualifications, merit and cost effectiveness through accessible advertising. Services include annual appointments and day-to-day programs, projects and contracts.

SCOPE OF WORK

6. MUNICIPAL COURT PROSECUTOR/CONFLICT MUNICIPAL PROSECUTOR

Applicants should demonstrate knowledge and experience with respect to all aspects of Municipal Court matters.

GENERAL CRITERIA:

Any experience or knowledge of matters that directly affects the Borough of Paulsboro should be addressed. The successful firm(s) shall comply with all applicable federal, state, and local statutes, rules and regulations.

QUALIFICATIONS

The Borough of Paulsboro desires to appoint an attorney to provide professional legal services in the form of Municipal Court Prosecutor.

1. Contractor will provide professional legal services in the form of Municipal Court Prosecutor to the Borough including but not limited to the following:

    a. Prosecute all matters before the Municipal Court of the Borough of Paulsboro and shall perform such other duties as are required by the Borough in case of need.

    b. Represent the State, the county or the municipality in the prosecution of all offenses within the statutory jurisdiction of the municipal court as defined by law; including municipal ordinance and municipal code violations pertaining to zoning, land or property use regulation, property maintenance, building or construction.

    c. Handle all phases of the prosecution of an offense, including but not including but not limited to discovery, depositions, motions, pretrial and post-trial hearings, trials, removals to federal district court and other collateral functions reasonably related to the defense, including the preparation of both expert and lay investigation and testimony as well as other preparations as needed and authorized to be performed by law or Rule of Court.

    d. Municipal appeals not handled by the County Prosecutor

2. Other services, as needed and assigned.

3. Counsel may be called upon to attend meetings, including meetings of the governing body.

4. Counsel may also be called upon to provide other types of legal services of a specialized nature within the scope of his/her expertise and professional qualifications.

SUBMISSION REQUIREMENTS:

GENERAL

The Qualification Statement submitted by the Respondent must meet or exceed the professional, administrative and financial qualifications set forth in this RFP and shall incorporate the information requested below. In addition to the information required as described below, a Respondent may submit supplemental information that it feels may be useful in evaluating its Qualification Statement. Respondents are encouraged to be clear, factual, and concise in their presentation of information.

ADMINISTRATIVE

The Respondent shall, as part of its Qualification Statement, provide the following information:

1. An executive summary (not to exceed two (2) pages) of the information contained in all the other parts of the Qualification Statement via an executed Letter of Qualification.

2. Name, address and telephone number of the Respondent submitting a Qualification Statement pursuant to this RFP, and the name of the key contact person.

3. A description of the business organization (i.e., corporation, partnership, joint venture, etc.) of each Respondent, its ownership and its organizational structure.

a. Provide the names and business addresses of all Principals of the Respondent submitting the Qualification Statement. For purposes of this RFP, "Principals" means persons possessing an ownership interest in the Respondent. If the Respondent is a corporation, "Principals" shall include each investor who has any operational control over the Respondent, and every stockholder having an ownership interest of 10% or more in the firm.

b. If a Respondent is a partially owned or a fully-owned subsidiary of another firm, identify the parent company and describe the nature and extent of the parents' approval rights over the activities of the Respondent submitting a Qualification Statement. Describe the approval process.

c. If the Respondent is a partnership or a joint venture or similar organization, provide comparable information as required in (b) above for each member of the partnership, joint venture or similar organization.

d. A statement that the Respondent has complied with all applicable affirmative action (or similar) requirements with respect to its business activities, together with evidence of such compliance.

4. The number of years Respondent has been in business under the present name.

5. The number of years Respondent has been under the current management.

6. Any judgments within the last three (3) years in which Respondent has been adjudicated liable for professional malpractice or breach of contract. If yes, please explain.

7. Whether the Respondent is now or has been involved in any bankruptcy or re-organization proceedings in the last ten (10) years. If yes, please explain.

8. Confirm appropriate federal and state licenses to perform activities.

9. A copy of the respondent's malpractice insurance.

PROFESSIONAL

1. Respondent shall submit a description of its overall experience in providing the type of services sought in the RFP. At a minimum, the following information on past experience should be included as appropriate to the RFP:

a. Description and scope of work by Respondent.

b. Name, address and contact information of reference to the RFP.

c. Explanation of perceived relevance of the experience to the RFP, including any Board Certification in relevant areas of practice.

2. Brief description of Respondent's relevant clients, including a listing of all municipal government or other public entity clients, during the last three (3) years.

3. Resumes of key employees, and an indication of which employees would be directly working with the Borough.

4. A narrative statement of the Respondent's understanding of the Borough's needs and goals.

5. List all immediate relatives of Principal(s) of Respondent who are Borough employees or elected officials of the Borough. For purposes of the above, "immediate relative" means a spouse, parent, stepparent, brother, sister, child, stepchild, direct-line aunt or uncle, grandparent, grandchild and in-laws.

6. Limits of Malpractice/liability insurance coverage and name of insurance carrier.

7. A listing of all other engagements where services of the type proposed were provided in the past five (5) years. This should include other municipal governments and other levels of government. Contact information for the recipients of the similar services must be provided. The Borough may obtain references from any of the parties listed.

8. Respondents must demonstrate a familiarity with the rules New Jersey Court Rules and Rules and Procedures of the Federal District Court for the District of New Jersey, as appropriate, and/or demonstrate a proven record of cases tried or argued at the trial level and the Appellate Divisions of the Superior Court of New Jersey.

9. Demonstration of ability with appropriate personnel or other arrangements to perform the required tasks in a timely fashion, including the attendance at meetings, as necessary.

10. Demonstration of ability to properly perform the services of a Municipal Court Prosecutor.

11. A listing of all professional organization memberships.

12. Respondents must list all cases where they have been adverse to the Borough of Paulsboro or in which they sued the Borough or in which they represented a client that sued the Borough in cases filed within the last five calendar years.

13. A listing of all employment positions with the Borough, its Boards, Agencies and subordinate entities, including both salaried positions and/or professional services or other contracts of Respondent, stating the period of time and position held.

14. A detailed statement of whether potential conflicts exist that would preclude the issuance of a contract for the legal services herein described.

DISCOVERY

In providing discovery, the Municipal Prosecutor shall charge the same fees for copying and reproduction, as would be applicable under implementing regulations of the Open Public Records Act, N.J.A.C 5:105.