

NOTICE OF RFP

**LAND USE BOARD (PLANNING BOARD)
HIGHLANDS BOROUGH, MONMOUTH COUNTY, NEW JERSEY
REQUESTS FOR PROPOSAL & QUALIFICATIONS
PROFESSIONAL PLANNER - BLOCK 84 LOT 2.01 (Captain's Cove Marina)**

The Highlands Borough Land Use Board (Planning Board) is currently seeking proposals for project-specific **Professional Planning Services**. Proposals will be accepted by email or US Mail and must be received by **July 7, 2017 5:00 p.m.** Proposals sent via US mail must be addressed to:

Andrew R. Stockton, Chairman
Highlands Borough Planning Board
c/o Borough QPA – Professional Planner RFP
42 Shore Drive
Highlands, NJ 07732

Sealed proposals will be received by the Highlands Borough QPA, transmitted to and opened by the Borough of Highlands Land Use Board (Planning Board) at the next regular meeting of the Planning Board on **July 12, 2017 at 7:30 p.m.**

This request for proposal and qualifications are for project-specific Professional Planning services together with site investigations, photo documentation, report and mapping exhibit preparation, meetings and presentations, and project testimony as necessary in order to help the Highlands Borough Land Use Board (Planning Board) to determine whether there is substantial evidence to support a determination that the subject property at Block 84 Lot 2.01 (A.K.A. Captain's Cove Marina) is an area in need of redevelopment as defined at N.J.S.A. 40A:12A-1 et seq. Local Redevelopment and Housing Law and following criteria specified at N.J.S.A. 40A:12A-5.

Successful applicants will be required to comply with requirements of N.J.S.A. 30:5-33, et seq. (N.J.A.C. 37:27), Equal Employment Opportunity, N.J.S.A. 52:32-44, et. seq., New Jersey Business Registration, N.J.S.A. 10:5-31 Affirmative Action. The Borough of Highlands Land Use Board (Planning Board) reserves the right to reject any and/or all proposals if it is deemed to be in the best interest of the Borough of Highlands and the Land Use Board to do so. The Borough of Highlands Land Use Board also reserves the right to conduct interviews of any and/or all applicants, as it deems necessary.

By order of the Mayor and Council of the Borough of Highlands the Borough Website www.highlandsborough.org all RFP Addenda will be issued in the website. Therefore, all interested respondents should check the website from now through the RFP closing. It is the sole responsibility of the respondent to be knowledgeable of all addenda related to this procurement.

Respondents shall comply with said requirements with the submission of their written proposal. Please email Kathy Burgess, Land Use Board Secretary at kburgess@highlandsborough.org with any questions pertaining to the RFP.

SCOPE OF WORK:

The project Planner shall be a New Jersey licensed Professional Planner and certificate holder from the American Institute of Certified Planners (AICP). The Project Planner shall attend approximately 2 to 5 meetings of the Highlands Borough Land Use Board (Planning Board) as requested and shall provide the Highlands Borough Land Use Board with general planning advice on the subject matter when requested. The Project Planner shall provide services necessary to review and make recommendations concerning Block 84 Lot 2.01 (Captain’s Cove Marina) to determine if said site meets the criteria to qualify as an area in need of redevelopment pursuant to 40A:12A-1 eq.seq.

This work may include site investigations, photo documentation, report and mapping exhibit preparation, and other work as necessary to effect a recommendation. This work may include assisting and advising the Highlands Borough Land Use Board (Planning Board) on techniques, rules, and regulations pertaining to designating an area to be in need of redevelopment. As such, the Project Planner shall have the capabilities to prepare maps, reports and public presentations.

METHOD OF AWARD:

The Highlands Borough Land Use Board (Planning Board) will award the work based on the terms stated. The terms of the contract shall be administered by the Highlands Borough Administrator and the Highlands Borough QPA with direction by the Highlands Borough Land Use Board (Planning Board). The successful applicant shall not assign any interest in this contract and shall not transfer any interest in the contract without the prior written consent by the Borough Land Use Board (Planning Board). This contract will be awarded pursuant to a fair and open process as prescribed in N.J.S.A. 40A: 11-1 et seq.

INSURANCE REQUIREMENTS:

The Project Planner/Firm will not be allowed to begin work under this contract until all proof of insurance required under the contract documents is documented and in place and the insurance has been approved by the Borough. The Project Planner shall not allow any subcontractor to begin work on this contract other project-specific subcontract until all proof of insurance required of the subcontractor documented and in place and approved by the Borough. Required insurance shall be maintained in full force and effect throughout the contract term.

INSURANCE REQUIREMENTS AND ACKNOWLEDGMENT FORM

Certificate(s) of Insurance shall be filed with the Borough Clerk's Office upon award of contract by the Mayor and Borough Committee. The minimum amount of insurance to be carried by the Professional Service Entity shall be as follows:

PROFESSIONAL LIABILITY INSURANCE

Limits shall be a minimum of \$1,000,000.00 for each claim and \$2,000,000.00 aggregate each policy period. Acknowledgment of Insurance Requirement:

Signature of Chief Executive Officer or
Managing Individual

Typed Name and Title

Type Name of Firm*

Dated:

Compensation Insurance - The Project Planner/Firm shall procure and maintain during the life of the contract Worker's 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 subcontractor similarly to provide Worker's 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 Worker's Compensation Statute, the Contractor shall provide and cause each subcontractor to provide adequate employer's general liability insurance for the protection of such of his employees as are otherwise protected.

Contractor's Automobile Liability and Property Damage Insurance - The Project Planner/Firm shall procure and shall maintain during the life of the contract Automobile Bodily Injury Liability Insurance in an amount not less than \$1,000,000 for injuries, including accidental death, to any one person and subject to the same limit for each person in an amount not less than \$3,000,000 on account of one accident and Automobile Property Damage Insurance in an amount not less than \$500,000. The Project Planner/Firm shall also carry insurance in the same amounts stipulated above on all vehicles not owned by him, but which are used in connection with the work being performed under this contract.

Borough's Contingent Policy - The Project Planner/Firm shall pay, indemnify and hold harmless the Borough, its employees, agents or servants from all suits, actions, demands, claims, losses, damages, expenses and/or costs of every kind and description of which the Borough may be subjected or put by reason of injury, including death, to persons or property resulting from the manner or method employed by the Project Planner/Firm, employees, agents or servants or subcontractors. And whether such suits, actions, demands, claims, losses, damages, expenses and/or costs be against, sustained, or suffered by the Borough, its employee, agents, servants, or be against, suffered, by other corporations and persons to whom the Borough, its employees, agents, or servants may become liable therefore, and the whole or so much of the moneys due or to become due the Project Planner/Firm under the contract as may be considered necessary may be retained by the Borough until suits or claims for damages or injuries shall have been settled or otherwise disposed of and satisfactory evidence to that effect furnished to the Borough.

Proof of Insurance - The Project Planner/Firm shall furnish the Borough with satisfactory proof of coverage of the insurance required by submitting the original insurance policies and endorsements or properly executed conformed copies. Each insurance policy and endorsement shall contain undertaking by the insurance carrier not to cancel the policy except upon thirty (30) days notice to the Borough. The policies and endorsements shall be specifically referred to the Borough as an insured party of this contract 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, and which are satisfactory to the Borough.

REFERENCES:

A minimum of two references from public entities for which the Project Planner/Firm has served as Borough Planner or has provided similar Professional Planning services within the past five years shall be submitted with the proposal. References shall include contact names, addresses and telephone numbers.

FEES:

The work shall be invoiced on an hourly /monthly basis, with a not to exceed lump sum maximum.

TAX EXEMPTION:

The Borough of Highlands is exempt from any state or federal sales, use or excise tax per N.J.S.A. 54:32B-9(a)(1)

MANDATORY REQUIREMENTS:

Business Registration Certificate:

In accordance with N.J.S.A. 52:32-44 (P.L. 2004, c.57), a Business Registration Certificate is required to be submitted to the Borough of Highlands. Detailed information on this requirement may be found in Division of Local Government Services Local Finance Notices 2004-17 (8/6/04), 2004-24 (11/1/04), 2005-12 (4/27/05) and on the Division web site at www.nj.gov/dca/lgs/lpcl.

Affirmative Action Compliance Notice:

Vendor must sign the acknowledgement notice within this packet.

American With Disabilities Act Form:

Vendor must initial and date the form within this packet.

Statement of Ownership Disclosure:

Per N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43, is required to be completed and submitted with this proposal.

W-9 Form:

Vendor must complete and sign a W-9 Taxpayer ID form.

Non-Collusion Affidavit

Vendor must complete and sign the Non-Collusion Affidavit within this packet.

APPENDIX A

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

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE (Mandatory Affirmative Action Language)

FOR GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS:

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

The Vendor 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 Vendor 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 Vendor 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 Vendor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the Vendor, 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 Vendor 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 Vendor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The Vendor 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 Vendor 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 Vendor 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 Vendor 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 Vendor 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 Vendor 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 Vendor 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.**

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

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

This form is a summary of the successful bidder's requirement to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et seq.

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

(a) A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

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

OR

(c) A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

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

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

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

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

COMPANY: _____

SIGNATURE: _____

PRINT NAME: _____

TITLE: _____

DATE: _____

APPENDIX B

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

The Vendor and the Borough of Carteret, (hereafter "Borough") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the Borough pursuant to this contract, the Vendor agrees that the performance shall be in strict compliance with the Act. In the event that the Vendor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the Vendor shall defend the Borough in any action or administrative proceeding commenced pursuant to this Act. The Vendor 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 Vendor 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's grievance procedure, the Vendor 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 Vendor 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 Vendor 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 Vendor 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 Vendor pursuant to this contract will not relieve the Vendor of the obligation to comply with the Act 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 Vendor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the Vendor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the Vendor's obligations assumed in this Agreement, nor shall they be construed to relieve the Vendor from any liability, nor preclude the Borough from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Initial and Date

APPENDIX C

LIST OF SUBCONTRACTORS

In accordance with NJSA 40A:11-16, the bidder shall set forth below the names, addresses and, if applicable, license numbers of the subcontractors to whom the bidder will subcontract work in the categories listed in connection with the work.

WORK

SUBCONTRACTOR

APPENDIX D

STATEMENT OF OWNERSHIP DISCLOSURE

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

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

Name of

Organization: _____

Organization

Address: _____

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

- Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- For-Profit Corporation (any type) Limited Liability Company (LLC)
- Partnership Limited Partnership Limited Liability Partnership (LLP)
- Other (be specific): _____

Part II

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

OR

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

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

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address

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

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

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

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

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

Part IV Certification

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

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

APPENDIX E

NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY)
) ss:
COUNTY OF)

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

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

I further warrant that no person or selling agency has been employed or retained to
solicit or secure such contract upon an agreement or understanding for a commission,
percentage, brokerage or contingent fee, except bona fide employees or bona fide
established commercial or selling agencies maintained by

NOTARY PUBLIC
Subscribed and sworn to:

before me this _____ day
of _____ 20__
Notary Public of
Commission Expires _____, 20__

Name of Contractor

Signature of Chief Executive Officer
or Managing Individual

Typed Name and Title

Type Name of Firm*

Dated:

APPENDIX F

**LAND USE BOARD (PLANNING BOARD)
HIGHLANDS BOROUGH, MONMOUTH COUNTY, NEW JERSEY
REQUESTS FOR PROPOSAL & QUALIFICATIONS
PROFESSIONAL PLANNER - BLOCK 84 LOT 2.01 (Captain's Cove Marina)**

DATE:

COMPANY NAME:

ADDRESS:

The undersigned declares that he/she has carefully examined and fully understands the specifications and requirements contained in the Request for Proposal and agrees to furnish and deliver all materials and work in accordance with said terms.

Contractor

Authorized Signature

Title

Print Name

Telephone (office)

Cell Phone

Email Address

RATES:

\$ _____

\$ _____

\$ _____

\$ _____

CONTRACT NOT TO EXCEED: \$ _____

EVALUATION

The objective in soliciting sealed Qualification Statements and Proposals is to enable the Highlands Borough Land Use Board (Planning Board) to select a firm or organization that will provide high quality and cost effective services. The Highlands Borough Land Use Board will consider sealed Qualification Statements and Proposals only from firms or organizations that, in the Land Use Board's judgment, have demonstrated the capability and willingness to provide high quality services in the manner described in this RFP. Proposals will be evaluated by:

- (a) Experience and reputation in the field;
- (b) Availability to accommodate any required meetings
- (c) Number of years practicing in the field;
- (d) Familiarity with the Borough;
- (e) Other factors determined by the Land Use Board to be in the best interests of the Borough.