

BOROUGH OF HIGHLANDS 2023 REQUEST FOR PROPOSAL

PROFESSIONAL SERVICES CONTRACTS TO BE AWARDED BY ESTABLISHED QUALIFICATION CRITERIA FOR MUNICIPAL PROSECUTOR PUBLIC DEFENDER

Notice is hereby given that sealed proposals addressed to Michael Muscillo, Borough Administrator, will be received up to **December 13, 2022, at 11:00am prevailing local time** at which time they will be publicly opened and read by the Purchasing Agent of the Borough of Highlands, at the Municipal Building, 42 Shore Drive, Conference Room, Highlands, New Jersey 07732.

Proposal Forms, Instructions to Bidders, Specifications and other Bidding documents may be examined or obtained at the office of the Borough Purchasing Agent, during the regular business hours of 8:30 a.m. to 4:30 p.m. at the above address or may be reviewed and obtained on the Borough website. It is recommended that all Bidders who have downloaded recheck to ensure of any/all addenda issued.

Pursuant to N.J.S.A. 40A:11-23c, addenda may be issued for bids.

It is the sole responsibility of the person submitting the bid to be knowledgeable of all addenda related to this procurement. If bidders obtain a Bid/RFP/Rfq from the website, it is the responsibility of the person submitting the bid to check prior to the bid opening to see if addenda have been issued. Copies of addenda or notice of sale will be made available on the Borough website www.highlandsborough.org

The Borough of Highlands is soliciting proposals through a fair and open process in accordance with N.J.S.A. 19:44A-20.4 et seq., P.L. 2004, Chapter 19 (as amended by P.L. 2005, c.51), Highlands Borough is soliciting Requests for Proposal/Statements of Qualification for Bidders for professional service position appointments. Any Bidder which enters into a contract or agreement with the Borough of Highlands or any department or agency thereof shall file a disclosure statement identifying all reportable contributions to any Highlands Borough candidate for Mayor or Borough Council or officeholder of political committee required to be reported pursuant to N.J.S.A. 19:44A-1, et seq.

Responses to the above referenced professional attorney positions should address the general criteria and mandatory minimum criteria for each attorney position sought. All responses will be treated as confidential and reviewed only by the governing body, unless otherwise required by law. **The applicant/Bidder shall submit one (1) original with original signatures marked 'ORIGINAL' and should submit two (2) flash drives containing exact copy of the original.**

One (1) or more Public Defenders and one (1) Prosecutors will be awarded a one (1) year contract. Appointments shall be for the calendar year of 2023. Other factors considered.

The Borough Council reserves the right to reject any or all proposals in whole or in part and to waive such informalities as may be permitted by law.

Bidders are required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1 et seq., Affirmative Action requirements, N.J.S.A. 19:44A-20.4 et seq., P.L. 2004, Chapter 19 (as amended by P.L. 2005, c.51)

Michael F. Muscillo, MPA
Borough Administrator
November 25, 2022

**BOROUGH OF HIGHLANDS
BID DOCUMENT CHECKLIST**

Checked if Required	Submission Requirement	Initial each required entry and if required, submit the item
<input type="checkbox"/>	Bid Proposal Form	
<input type="checkbox"/>	Ownership Disclosure Certification - Statutory	
<input type="checkbox"/>	Acknowledgement of Receipt of Revisions or Addenda	
<input type="checkbox"/>	Non-Collusion Affidavit	
<input type="checkbox"/>	<i>Evidence of Affirmative Action Compliance*</i>	
<input type="checkbox"/>	<i>Proof of Business Registration (BRC)*</i>	
<input type="checkbox"/>	Disclosure of Investment Activities in Iran	
<input type="checkbox"/>	New Jersey Anti-Discrimination Provisions	
<input type="checkbox"/>	Business Entity Disclosure Certification (Pay to Play)	
<input type="checkbox"/>	Debarred, Suspended and Disqualified Consultant Affidavit	
<input type="checkbox"/>	References	
<input type="checkbox"/>	Status of Present Contracts	
<input type="checkbox"/>	Equipment Certification	
<input type="checkbox"/>	Public Works Contractor Registration Certificate	
<input type="checkbox"/>	Subcontractor Listing	
<input type="checkbox"/>	Bid Guarantee (with Power of Attorney for full amount of <i>Bid Bond</i>)	
<input type="checkbox"/>	Consent of Surety for Performance Bond (with Power of Attorney for full amount of <i>Bid Price</i>)	

****Statutorily allowed to be provided with bid OR prior to execution of contract.***

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

Please submit one (1) original Proposal and two (2) flash drives with copy of submitted Proposal.

Borough of Highlands

BID PROPOSAL FORM

(Contract Title and Bid Number, if applicable)

(Description of goods/services being bid)

The undersigned, being authorized, proposes to furnish and deliver the above goods/services pursuant to the bid specification and made part hereof:

Amount in words

\$ _____
Amount in numbers

Company Name

Address

Signature of Authorized Agent

Type or Print Name

Title: _____

Telephone Number

Date

Fax Number

Email address

**BOROUGH OF HIGHLANDS
COST DETAILS/SIGNATURE PAGE**

BID TITLE _____

NAME AND TITLE OF EMPLOYEE WHO WILL PERFORM SERVICES **	HOURLY RATES	EXPENSES	TIME ESTIMATE, IF APPLICABLE
Travel Time			
Fax			
Postage			
Copies			
Other: <i>please specify</i>			
Other: <i>please specify</i>			

Please use additional sheet(s) if necessary.

Any fee or cost not specified in your proposal is to be included within the hourly fee proposed.

TOTAL COST, where appropriate, total cost “not to exceed” amount

\$_____ In words:_____

**Please include on a separate sheet the definition of the title used. The definition should reference the level of experience, licensing, and/or parameters of the job function.

Contract will be awarded by price and other factors considered.

The undersigned hereby declares that they have carefully examined the requirements of the specifications contained herein and propose the following for the Professional Services bid and if awarded the contract, he/she will provide services as specified by the Specifications.

SIGNATURE: _____

NAME PRINTED: _____

FIRM: _____

ADDRESS: _____

PHONE: _____ FAX: _____

EMAIL: _____

DATE: _____

FEE PROPOSAL TO PROVIDE THE SERVICES OUTLINED ABOVE

This fair and open process proposal is for the Request for Proposal/Request for Qualifications. Contract award(s) shall be made with reasonable promptness by written notice to that responsible bidder(s), whose bid proposal(s), conforming to this RFP/RFQ, is (are) most advantageous to the Borough, price and other factors considered.

OFFICE LOCATION – Please list complete address of servicing location:

PLEASE NOTE: EACH SPECIALTY APPLIED FOR MUST HAVE ITS OWN SUBMISSION WITH ALL REQUIRED DOCUMENTS. ONE SUBMISSION NOTING SEVERAL SPECIALTIES WILL NOT BE ACCEPTED.

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 of Highlands** 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 the **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:	

Borough of Highlands

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

This form must be submitted whether or not addenda were issued. If no addenda were issued, check the "No Addenda were received box" and complete the signature section.

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number/Description	Dated	Acknowledge Receipt (initial)

☐ No addenda were received

Name of Bidder:	
By:	
(Signature of Authorized Representative)	
Name:	
Title:	
Date:	

Borough of Highlands

NON-COLLUSION AFFIDAVIT

State of New Jersey

County of _____

I, _____ residing in _____
(name of affiant) (name of municipality)

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

I am _____ of the firm of _____
(title or position) (name of firm)

_____ the bidder making this Proposal for the bid
entitled _____, and that I executed the said proposal with
(title of bid proposal)

full authority to do so; that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full

knowledge that the _____ relies upon the truth
of _____
(name of contracting unit)
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 _____.
(name of firm)

Subscribed and sworn to before me this day, _____, 2_____:

Signature of affiant

Type or print name of affiant

Notary public of

My Commission expires _____

(Seal)

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq. (P.L.1975, c.127) and N.J.A.C. 17:27 et seq.

GOODS, GENERAL SERVICES, AND PROFESSIONAL SERVICES CONTRACTS

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will 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. 17:27-5.2.

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

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

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

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

Letter of Federal Affirmative Action Plan Approval;

Certificate of Employee Information Report; or

Employee Information Report Form AA-302 (electronically provided by the Division and distributed to the public agency through the Division's website at: http://www.state.nj.us/treasury/contract_compliance).

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

AMERICANS WITH DISABILITIES ACT OF 1990

Equal Opportunity for Individuals with Disability

The contractor and the owner do hereby agree that the provisions of Title 11 of the Americans with Disabilities Act of 1990 (the "Act") (*42 U.S.C. 5121 01 et seq.*), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim, if any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

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

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

New Jersey Business Registration Requirements

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

Prior to contract award or authorization, the contractor shall provide the Contracting Agency with its proof of business registration and that of any named subcontractor(s).

Subcontractors named in a bid or other proposal shall provide proof of business registration to the bidder, who in turn, shall provide it to the Contracting Agency prior to the time a contract, purchase order, or other contracting document is awarded or authorized.

During the course of contract performance:

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

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

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

Emergency Purchases or Contracts

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

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM
N.J.S.A. 52:32-55 et seq. (P.L. 2012, c.25 and P.L. 2021, c.4)

This certification shall be completed, certified to, and submitted to the contracting unit prior to contract award, except for emergency contracts where submission is required prior to payment.

PART A: VENDOR INFORMATION	
Individual or Organization Name:	
Address of Individual or Organization:	

Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must certify that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the New Jersey Department of the Treasury's Chapter 25 List as a person or entity engaged in investment activities in Iran. The Chapter 25 list is found on the Division's website at <https://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Vendors/Bidders must review this list prior to completing the below certification. If the Director of the Division of Purchase and Property finds a person or entity to be in violation of the law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

PART B: CHECK THE APPROPRIATE BOX	
<input type="checkbox"/>	I certify, pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4), that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List of entities determined to be engaged in prohibited activities in Iran.
OR	
<input type="checkbox"/>	I am unable to certify as above because the Vendor/Bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List. I will provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, has engaged in regarding investment activities in Iran by completing the information requested below.
Entity Engaged in Investment Activities Relationship to Vendor / Bidder Description of Activities	
Duration of Engagement Anticipated Cessation Date <i>*Attach Additional Sheets If Necessary</i>	

PART C: CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State 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. If I do so, I may be subject to criminal prosecution under the law, and it will constitute a material breach of my contract(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):

Title:

Signature:

Date:

NEW JERSEY ANTI-DISCRIMINATION PROVISIONS
N.J.S.A. 10:2-1 ET SEQ.

Pursuant to N.J.S.A. 10:2-1, if awarded a contract, the contractor agrees that:

- a. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;
- b. No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;
- c. There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and
- d. This contract may be canceled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract.

BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR NON-FAIR AND OPEN CONTRACTS
Required Pursuant To N.J.S.A. 19:44A-20.8
BOROUGH OF HIGHLANDS

Part I – Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the _____ has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding ***January 1, 2023*** to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the ***Borough of Highlands*** as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

Part II – Ownership Disclosure Certification

☐ I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

☐ Partnership ☐ Corporation ☐ Sole Proprietorship ☐ Subchapter S Corporation
☐ Limited Partnership ☐ Limited Liability Corporation ☐ Limited Liability Partnership

Name of Stock or Shareholder	Home Address

Part 3 – Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: _____

Signed: _____ Title: _____

Print Name: _____ Date: _____

Subscribed and sworn before me this _____ day of _____, 20 _____.

My Commission expires:

(Affiant)

(Print name & title of affiant) (Corporate Seal)

STATE OF NEW JERSEY)
)
COUNTY OF)

I am _____, an officer of the firm(s) of _____, the Professional making the proposal for the above named work; I executed the said proposal with full authority to do so; said Professional at the time of making this proposal {as applicable, insert "is" or "is not"} included on the State of New Jersey, State Treasurer's List of Debarred, Suspended and Disqualified Professionals; and all statements contained in said proposal and in this affidavit are true and correct and made with the full knowledge that the Borough of Highlands as the Local Unit relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for said work:

- The undersigned further warrants that should the name of the firm making this proposal appear on the State Treasurer's List of Debarred, Suspended and Disqualified Consultants at any time prior to, and during the life of the contract, including the Guaranteed Period, that the Local Unit shall be immediately so notified by the signatory of this Eligibility Affidavit.

Subscribed and Sworn _____
Before me this _____ day
of _____, 20_____.

Notary Public _____

My commission expires: _____

Name and Title of Affiant

Signature of Officer or Individual

REFERENCES: Please provide a minimum of three (3) references below *or* you may use separate sheet(s). Please include contact name, title, client name and address, telephone number, email address and dates worked. You may also include additional references if desired.

1. _____

2. _____

3. _____

4. _____

Please add anything that the Borough would find of special interest.

1. INTRODUCTION

The Borough of Highlands (hereinafter the "Borough") is soliciting proposals from qualified individuals interested in performing the duties and functions for the enclosed Municipal Prosecutor(s) and Public Defender(s) specialties and intends to award a professional services contract for the defined scope of work in accordance with N.J.S.A. 19:44A-20.4 et seq. (Fair and Open process).

2. ADMINISTRATIVE CONDITIONS AND REQUIREMENTS

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

2.1 Proposal Submission Information

Submission Date and Time: December 13, 2022, at 11:00am prevailing local time

The Bidder shall submit one (1) original with original signatures marked "ORIGINAL" and shall submit two (2) flash drives containing exact copy of the original in pdf format.

Submission Office: Borough of Highlands/RFP [Prosecutor/Defender]
Borough Administrator
42 Shore Drive
Highlands, New Jersey 07732

Clearly mark the submittal package with the title of this RFP/RFQ [Prosecutor or Defender] and the name of the responding firm, addressed to the Borough Administrator. The original proposal shall be marked. Only those RFP/RFQ responses received prior to or on the submission date will be considered. Any submission(s) received after the specified time and location will be returned unopened. Responses delivered before the submission date and time specified above may be withdrawn upon written application of the Bidder who shall be required to produce evidence showing that the individual is or represents the principal or principals involved in the proposal. After the submission date and time specified above, responses must remain firm for a period of sixty (60) days.

2.2 Borough Representative for this Solicitation

Please direct all questions in writing to: Michael F. Muscillo
Email: mmuscillo@highlandsborough.org

2.3 Interpretations and Addenda

Bidders are expected to examine the RFP/RFQ with care and observe all its requirements. All questions about the meaning or intent of this RFP/RFQ, all interpretations and clarifications considered necessary by the Borough's representative in response to such comments and questions will be issued by Addenda. Only comments and questions responded to by formal written Addenda will be binding. Questions may be emailed to mmuscillo@highlandsborough.org. Oral interpretations, statements or clarifications are without legal effect. It is the sole responsibility of the person submitting the bid to be knowledgeable of all addenda related to this procurement.

website, it is the responsibility of the person submitting the bid to check prior to the bid opening to see if addenda have been issued. Copies of addenda or notice of same will be made available on the Borough website

2.4 Assign, Sublet or Transfer Any Rights/Interests

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

2.5 Cost Liability and Additional Costs

The Borough assumes no responsibility and liability for costs incurred by the Bidders prior to the issuance of an agreement. The liability of the Borough shall be limited to the terms and conditions of the contract. Bidders will assume responsibility for all costs not stated in their proposals. All unit rates either stated in the proposal or used as a basis for its pricing are required to be all-inclusive. Additional charges, unless incurred for additional work performed by request of the Borough, are not to be billed and will not be paid.

2.6 Statutory and Other Requirements

a. Compliance with Laws

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

b. Mandatory EEO/Affirmative Action Compliance

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

c. Americans with Disabilities Act of 1990

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

d. Ownership Disclosure

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

e. Non-Collusion Affidavit

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

f. NJ Business Registration Certificate

Certificate required pursuant to C57, PL2004; failure to be registered by time of bid submission may be cause for rejection. Entities or individuals that need to file for a certificate may do so on- line through the NJ Division of Local Government Services at the following link:

<http://www.state.nj.us/treasury/revenue/busregcert.shtml>.

g. Disclosure of Investment Activities in Iran

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

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

(1) Any business entity that has received \$50,000 or more in contracts from government entities in a calendar year is required to file an annual disclosure report with ELEC. The instructions and form are available on the ELEC website.

(2) Annual Disclosures require submission by March 30th of each year covering contracts and contributions for the prior calendar year.

(3) At a minimum, a list of all business entities that file an annual disclosure report will be listed on ELEC’s website at www.elec.state.nj.us.

(4) If you have any questions please contact ELEC at: 1-888-313-ELEC (3532) (toll free in NJ) or 609-292-8700.

i. Insurance and Indemnification

Bidder will indemnify and hold harmless the Borough from all claims, suits or actions and damages or costs of every name and description to which the Borough may be subjected or put by reason of injury to the person or property of another, or the property of the Borough, resulting from conduct that is criminal in nature, or constitutes actual fraud, actual malice or willful misconduct, on the part of the Bidder, the Bidder’s agents, servants or subcontractors in the performance of the work under this Agreement.

Certificates of the Required Insurance

Certificate as listed below shall be submitted along with the contract as evidence covering Professional Liability. Such coverage shall be with acceptable insurance companies operating on an admitted basis in the State of New Jersey and shall name the Borough as an additional insured.

Insurance/Background Checks

The Bidder is responsible to conduct adequate background checks on all employees and/or sub-contractors working at Borough facilities. Consultants and/or sub-contractors must be bonded, show proof of insurance coverage naming the Borough as an additional insured, and workers’ compensation insurance.

Insurance Requirements

The Bidder shall maintain during the life of the contract, the insurance policy below with the minimum limit indicated and, in a form, satisfactory to the municipality. The Bidder shall provide a copy of the policy and/or certificate of insurance satisfactory to the municipality prior to commencement of work.

1. Worker's Compensation and Employer's Liability Insurance

This insurance shall be maintained in force during the life of this contract by the bidder covering all employees engaged in performance of this contract in accordance with the applicable statute. Minimum Employer's Liability is \$500,000.00.

2. General Liability Insurance

This insurance shall have limits of not less than \$1,000,000.00 any one person and \$1,000,000.00 any one accident for bodily injury and \$3,000,000.00 aggregate for property damage, and shall be maintained in force during the life of this contract by the bidder.

3. Automobile Liability Insurance

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

4. Professional Liability

\$1,000,000.00 errors and omissions/malpractice per occurrence.

j. HIPAA (if applicable)

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

The Bidder shall:

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

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

k. Proof of Licensure

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

l. Public Emergency

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

m. Multiple Proposals Not Accepted

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

n. Failure to Enter Contract

Should the Bidder, to whom the contract is awarded, fail to enter into a contract within twenty-one (21) days, Sundays and holidays excepted, the Borough may then, at its option, accept the proposal of another Bidder.

o. Commencement of Work

The Bidder agrees to commence work on January 1, 2023.

p. Termination of Contract

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

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

q. Non-Allocation of Funding Termination

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

r. Challenge of Specifications

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

s. Payment

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

Payment will be made within sixty (60) days or less provided the Bidder returns signed purchase order with original signature and original invoice within specified time period.

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

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

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

t. Non-payment of Penalties and Interest on Overdue Bills

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

u. Availability of Funds

Pursuant to statutory requirements, any contract resulting from this bid shall be subject to the availability and appropriation of sufficient funds annually.

v. Ownership of Material

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

Ownership of all data, materials and documentation originated and prepared for the Borough pursuant to this contract shall belong exclusively to the Borough. All data, reports, computerized information, programs and materials related to this project shall be delivered to and become the property of the Borough upon completion of the project. The Bidder shall not have the right to use,

sell, or disclose the total of the interim or final work products, or make available to third parties, without the prior written consent of the Borough. All information supplied to the Borough may be required to be supplied on CD-ROM media compatible with the Borough's computer operating system, windows based, Microsoft Office Suite 2010 or greater.

w. Altering Official Document

Bidders shall not write in any margins or alter the official content of Borough's document.

x. W-9

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

y. Conflict of Interest

Indicate and disclose below any potential conflicts of interest that the Engineer(s) may have in performing these services for the Borough of Highlands.

Conflict of Interest Yes _____ No _____
If answered "yes", please explain below or on separate sheet(s)

2.7 Representations

The Vendor hereby represents as follows:

- (a) The Bidder is financially solvent, able to pay its debts as they become due and possessed of sufficient working capital to complete the services required and perform its obligations under this Agreement.
- (b) The Bidder is able to furnish the workplace, tools, materials, supplies, equipment and labor necessary to complete the Services and perform all of its obligations under the Contractual Documents and has sufficient experience and competence to do so.
- (c) The Bidder is authorized to do business in the State of New Jersey and is properly licensed by all necessary governmental and public and quasi-public authorities having jurisdiction over the Bidder and the Services it will be performing.
- (d) The Bidder's execution of and performance under this Agreement are within its duly authorized powers.
- (e) The Bidder certifies that it has satisfied itself, from its own investigation, of the conditions to be met, and that it fully understands its obligations and agrees that it will not make any Claim for, or have right to, cancellation or relief from the Contractual Documents without penalty because of its misunderstanding or lack of information.
- (f) The Bidder certifies that all representations made by it in any of the Contractual Documents are true, subject to penalty of law. The Bidder understands and agrees that its knowing or intentional violation of any statute or regulation related to public contracts and/or its

misrepresentation or concealment of any material fact may be cause for termination of this Agreement. The Bidder understands and agrees that the Bidder's violation of any statute or regulation related to public contracts and/or its misrepresentation or concealment of any material fact shall serve as a legal bar to the Bidder's enforcement of its rights under the Contractual Documents, including any and all Claims at law or equity.

- (g) The Bidder and any firm it has subcontracted has provided to the Authority proof of valid business registration with the Division of Revenue of the New Jersey Department of the Treasury, pursuant to L. 2001, c. 134, as set forth in Appendix E, and the Bidder shall not enter into any subcontract with a firm that has not provided it and the Authority with proof of such valid business registration.

2.8 Disclosure of Investment Activities in Iran

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

MUNICIPAL PROSECUTOR(S)

SCOPE OF WORK

Municipal Prosecutors shall provide all necessary and desirable legal counsel and advice requested for the prosecution of cases before the Municipal Court, in accordance with N.J.S.A. 2B:25-1 et seq. The Borough currently has Municipal Court sessions on Wednesday mornings, Wednesday afternoons, Thursday mornings, and the first Tuesday of each month. The Court's schedule is subject to change, and prosecutors may be asked to appear on other days or times for Court or meetings. The Borough of Highlands is seeking to appoint a chief prosecutor for the calendar year 2023, who will be the chief legal representative of the State of New Jersey and the Borough of Highlands in the prosecution of cases before the Municipal Court. The Chief Prosecutor's responsibilities shall include oversight of discovery requests for pending Municipal Court matters. Additionally, Highlands Borough desires to appoint two (2) or more municipal prosecutors for the calendar year 2023 to serve at the direction of the chief prosecutor.

MINIMUM QUALIFICATIONS

Applicants must meet the minimum requirements required by State Law as set forth at N.J.S.A. 2B:25-1 et seq. The individual must also:

1. Be admitted to the practice of law for not less than seven (7) years preceding appointment;
2. Have relevant experience as a Municipal Prosecutor, or comparable experience in municipal court or New Jersey Superior Court, Criminal Division;
3. Possess relevant experience and familiarity with Highlands Borough and/or MONMOUTH County municipal court practices.

SUBMISSION

Individuals applying shall provide evidence that all minimum qualifications are met.

The response to this Request for Proposals/Request for Qualifications (RFP/RFQ) shall also discuss and provide the following:

- A narrative description of prior experience similar to that being advertised, and a list of professional references.
- References and record of success.

References should include:

- | | |
|---------------------------|---------------------|
| 1. Name of Client | 5. Telephone Number |
| 2. Address of Client | 6. E-mail address |
| 3. Contact Person's Name | 7. Dates Worked |
| 4. Contact Person's Title | |

- Description of ability to provide the services in a timely fashion.

- Prosecutors will be paid on a per session basis, with the Chief Municipal Prosecutor receiving \$_____per year, and all other Municipal Prosecutors receiving \$____ per session.
- A narrative statement of the professionals understanding of the Borough's needs and goals.

PROSECUTORS -

The undersigned hereby declares that they have carefully examined the requirements of the specifications contained herein and propose that if awarded the bid, he/she agrees to the fee as outlined in the Scope of Work and will provide services as specified by the Specifications.

SIGNATURE: _____

NAME PRINTED: _____

FIRM: _____

ADDRESS: _____

PHONE: _____ FAX: _____

EMAIL: _____

DATE: _____

This fair and open process proposal is for the Request for Proposal/Request for Qualifications. Contract award(s) shall be made with reasonable promptness by written notice to that responsible bidder(s), whose bid proposal(s), conforming to this RFP/RFQ, is (are) most advantageous to the Borough, other factors considered.

OFFICE LOCATION – Please list complete address of servicing location:

PUBLIC DEFENDER(S)

The Public Defender shall interview all indigent defendants qualifying for assistance and shall defend those qualified defendants in the Municipal Court of the Borough and provide such legal advice and counsel to such individuals as may be required in any proceedings before the Municipal Court of the Borough pursuant to N.J.S.A. 2B:24-1 et seq.. The Borough currently schedules all defendants represented by a public defender for a session on Thursday mornings, however, the Municipal Public Defender and Alternate/Conflict Public Defender(s) may be required to attend Court on other days or times, as needed or as scheduled by the Highlands Municipal Court. The Borough of Highlands is seeking to appoint one (1) Public Defender for the calendar year 2023, and one (1) or more Alternate Public Defenders.

MINIMUM QUALIFICATIONS

Applicants must meet the minimum requirements required by State Law as set forth at N.J.S.A. 2B:24-1 et seq., The individual also:

1. Must be licensed to practice law in the State of New Jersey for a period of not less than ten (10) years preceding appointment.
2. Must maintain a bona fide office in the State of New Jersey. Please list office address.
3. Must have relevant experience as a Municipal Public Defender, or comparable experience in municipal court or New Jersey Superior Court, Criminal Division.
4. Possess relevant experience and familiarity with Highlands Borough and/or MONMOUTH County municipal court practices.

SUBMISSION

Individuals applying shall provide evidence that all minimum qualifications are met.

The response to this Request for Proposals/Request for Qualifications (RFP/RFQ) shall also discuss and provide the following:

- Resume including a narrative description of prior experience similar to that being advertised, and a list of professional references.
- References and record of success.

References should include:

- | | |
|---------------------------|---------------------|
| 1. Name of Client | 5. Telephone Number |
| 2. Address of Client | 6. E-mail address |
| 3. Contact Person's Name | 7. Dates Worked |
| 4. Contact Person's Title | |

- Description of ability to provide the services in a timely fashion.

- The Municipal Public Defender shall be paid \$200-500 per session. Conflict Municipal Public Defender(s) shall be paid at the Municipal Public Defender rate when substituting for the Municipal Public Defender. Conflict Municipal Defender(s) shall be paid at a rate of \$200.00 per defendant, not to exceed \$475.00 per session, where appointed to represent a defendant due to a conflict of the Municipal Public Defender.
- A narrative statement of the professionals understanding of the Borough's needs and goals.

PUBLIC DEFENDER -

The undersigned hereby declares that they have carefully examined the requirements of the specifications contained herein and propose that if awarded the bid, he/she agrees to the fee as outlined in the Scope of Work will provide services as specified by the Specifications.

SIGNATURE: _____

NAME PRINTED: _____

FIRM: _____

ADDRESS: _____

PHONE: _____ FAX: _____

EMAIL: _____

DATE: _____

This fair and open process proposal is for the Request for Proposal/Request for Qualifications. Contract award(s) shall be made with reasonable promptness by written notice to that responsible bidder(s), whose bid proposal(s), conforming to this RFP/RFQ, is (are) most advantageous to the Borough, other factors considered.

OFFICE LOCATION – Please list complete address of servicing location:

Proposal Requirements

Qualification Statement and Proposal

Respondents are requested to submit a Qualification Statement and Proposal for each category. The Qualification Statement and Proposal must contain all requirements of the RFP/RFQ and the following information.

1. A statement that your firm is interested in performing the work described in this RFP/RFQ.
2. The address of the office in which the work will be performed.
3. The name and title of the individuals who will be assigned to the project(s).
4. A narrative demonstrating your understanding of all work necessary. The narrative must detail your firm's particular ability to perform the type of work. The narrative must indicate the experience of your firm/staff for the type of work involved for the categories your firm is preparing a response. The narrative should address the ability of your firm to complete the required work in a professional and cost-effective manner.
5. Resumes of key personnel must be submitted along with your firms' proposals. Each resume shall be a maximum of two, single sided, 8 ½ "x 11" sheets in length and must highlight education, professional credentials, and work performance on projects similar to that described in this RFP/RFQ. A resume of the primary partner, as well as the resume(s) of key personnel must be included.
6. It is anticipated that the Borough will require monthly itemized statements for all services and will subject these statements to audit at least annually. Describe how your firm would provide for this reporting.
7. Please submit an example of a typical invoice your firm provides to a public agency.

Fee Schedule

Fees per sessions are listed under each individual scope of services.

Evaluation, Review and Selection Process

Proposals to Remain Subject to Acceptance

RFP/RFQ responses shall remain open for a period of sixty (60) calendar days from the stated submittal date. The Borough will either award the Contract within the applicable time period or reject all proposals. The Borough may extend the decision to award or reject all proposals beyond the sixty (60) calendar days when the proposals of any respondents who consent thereto may, at the request of the Borough, be held for consideration for such longer period as may be agreed.

Rejection of Proposals

The Borough reserves the right to reject any or all proposals, or to reject any proposals if the evidence submitted by, or investigation of such Bidder fails to satisfy the Borough that such Bidder is properly qualified to carry out the obligations of the RFP/RFQ and to complete the work contemplated therein. The Borough reserves the right to waive any minor informality in the RFP/RFQ. In the event that all proposals are rejected, the Borough reserves the right to start the process over from the beginning and re-solicit proposals.

If No Proposals Are Received

If no proposals are received after conducting the Fair and Open Process, the Committee will make a recommendation for the appointment of a professional to the governing body as permitted in N.J.S.A.

40A:11-6.1(a)(b). Notwithstanding the above, all professionals receiving awards based on this subsection must comply with the limitations on contributions approved in the Borough's Pay to Pay Ordinances.

Evaluation Process

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

Evaluation Criteria

The criteria considered in the evaluation of each proposal follows. The arrangement of the criteria is not meant to imply order of importance in the selection process. All criteria will be used to select the successful Bidder.

1. **Understanding of the Requested Work**
 - a. Completeness & responsiveness to the RFP/RFQ
 - b. Compliance with instructions & requests
 - c. Demonstrates clear understanding of Scope of Work
2. **Knowledge and Technical Competence**
 - a. Education & training of employees
 - b. Suitability to perform the required tasks
3. **Management, Experience and Personnel Qualifications**
 - a. Project management team & their qualifications
 - b. Additional resources available
 - c. Record of reliability & quality of service
 - d. Experience performing similar work
4. **Cost**
 - a. Explanation of costs (on Cost Sheet)
 - b. Cost comparison
 - c. Miscellaneous additional services costs

Note: Price shall be based on hourly rates and schedules of fees submitted with the proposal. Any services not included as part of any resulting contract scope of services must be approved and authorized by the Borough before such work is initiated. The Borough shall pay for such approved services at the rate or cost agreed upon between the Borough and Bidder, provided the Bidder has provided a schedule of fees for additional services with this RFP/RFQ.

Award

The Borough 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 Bidder's submission.

Term of Contract: January 1, 2023 – December 31, 2023.

The Professional Services Committee will select the Bidder(s) deemed most advantageous to the Borough, price and other factors considered. The Professional Services Committee's selection is subject to the Mayor's approval. Thereafter, the Mayor's recommendation shall be forwarded to the governing body for approval. Once approved by the governing body by resolution, the contract between the Borough and the selected Bidder(s) shall be prepared.

All awards are subject to availability of funds.

Notice of Award

The successful Bidder will be notified of the award of contract upon a favorable decision by the governing body. The Purchasing Agent may then send a Purchase Order/Voucher to the Bidder.

Payment

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

Open Public Records Act (OPRA)

All documents/information, except for OPRA's Exemptions from Disclosure, submitted in response to this solicitation shall be available to the general public as required by the New Jersey Open Public Records Act N.J.S.A. 47:1A-1 et seq.
