

NOTICE OF REQUEST FOR PROPOSALS

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

Sealed Request For Proposal (RFP) responses will be received by the Borough Clerk on December 5, 2023 at 10:00 am in the Office of the Borough Clerk, Watchung Municipal Building, 15 Mountain Boulevard, Watchung, New Jersey, at which time and place responses will be opened for:

Borough Attorney	Tax Appeal Attorney	Labor Attorney
Bond Counsel	Special Legal Counsel - Conflicts	Planning Board Attorney
Board of Adjustment Attorney	Prosecutor	Municipal Auditor
Consulting Borough Engineer / Professional Planner	Board of Adjustment Engineer / Professional Planner	Risk Manager / Insurance Broker
Planning Board Professional Planner	Planning Board Engineer	Affordable Housing Planner

Each sealed envelope containing a proposal shall be plainly marked on the outside to clearly show the specific service for which an individual or firm is submitting a proposal. The proposals will be evaluated by the Mayor and Council of the Borough of Watchung and contracts will be awarded based on (1) individual or firm experience and reputation in the field (a copy of the resume of each individual performing the work is to be included); (2) knowledge of the Borough of Watchung and subject matters to be addressed under the contract; (3) availability to accommodate any required meetings; (4) compensation proposal; (5) at least 2 references with address and phone number; (6) a certification that no immediate relatives of any principal of the firm is employed by, or serve as elected officials of the Borough of Watchung; (7) an explanation as to when each individual performing work received his or her license to practice in this State; (8) a copy of the firm's Certificate of Liability Insurance; (9) a copy of the firm's Business Registration Certificate, and (10) Submission of all the information requested in the RFP. All contracts pursuant to the fair and open process will be awarded by resolution and require a majority vote of the Borough Council at a public meeting. These contracts shall be awarded in compliance with N.J.S.A. 19:44A-20.4 et. seq., N.J.S.A. 10:5-31 and N.J.A.C. 17:27 42 U.S.C. Section 12101 et. seq. (Americans with Disabilities Act of 1990), N.J.S.A. 40A:11-23.2 (as authorized by N.J.S.A. 52:25-24.2) -Disclosure of Ownership and N.J.S.A. 52:32-44 (Business Registration). Any questions regarding this notice should be directed to the Borough of Watchung, Office of the Chief Financial Officer, 15 Mountain Blvd., Watchung, New Jersey

Specifications and instructions may be obtained at the Office of the Borough Clerk, Municipal Building, 15 Mountain Blvd., Watchung, New Jersey or at the Borough website, www.watchungnj.gov.

Edith Gil
Borough Clerk October 30, 2023

Introduction

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

Administrative Conditions and Requirements

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

Schedule

The dates established for the procurement are:

Release of RFP	October 30, 2023
Proposal Due Date	December 5, 2023
Governing Body Action	January 2024

Proposal Submission Information

Submission Date and Time:

December 5, 2023 10:00 AM

One (1) original and one (1) electronic copy (USB or CD media).

Submission At:

Clerk's Office, Watchung Municipal Building
15 Mountain Blvd., Watchung, NJ 07069

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

Only those RFP responses received prior to or on the submission date will be considered. Responses delivered before the submission date and time specified above may be withdrawn upon written application of the Respondent who shall be required to produce evidence showing that the individual is or represents the principal or principals involved in the proposal. After submission date and time specified above, responses must remain firm for a period of sixty (90) days.

Using Department Information

The Using Departments for these services are the Borough Council, the Borough Clerk, the Administrator, Planning Board, Board of Adjustment, and all other departments, boards, commissions, and agencies of the Borough of Watchung.

Borough Representative for this RFP

Please direct all questions in writing to:

William J. Hance
Chief Financial Officer / Qualified Purchasing Agent
(908) 756-0080
Fax: (908) 757-7027
Email: bhance@watchungnj.gov

Interpretations and Addenda

Respondents are expected to examine the RFP with care and observe all its requirements. All questions about the meaning or intent of this RFP, all interpretations and clarifications considered necessary by the Owner's representative in response to such comments and questions will be issued by Addenda posted on the Borough of Watchung website, www.watchungnj.gov. Only comments and questions responded to by formal written Addenda will be binding. Oral interpretations, statements or clarifications are without legal effect.

Cost Liability and Additional Costs

The Owner assumes no responsibility and liability for costs incurred by the Respondents prior to the issuance of an agreement. The liability of the Owner shall be limited to the terms and conditions of the Contract.

Respondents will assume responsibility for all costs not stated in their proposals. All unit rates either stated in the proposal or used as a basis for its pricing are required to be all-inclusive. Additional charges, unless incurred for additional work performed by request of the Owner, are not to be billed and will not be paid.

Statutory and Other Requirements

Compliance with Laws

The Respondent must agree to comply with the non-discrimination provisions and all other laws and regulations applicable to the performance of services there under. The Respondent shall sign and acknowledge such forms and certificates as may be required by this section.

Mandatory Affirmative Action Compliance

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

Americans with Disabilities Act of 1990

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

Stockholder Disclosure

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

Non-Collusion Affidavit

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

N.J. Business Registration Certificate

Certificate required pursuant to C57, PL2004.

Disclosure of Investment Activities in Iran

Insurance and Indemnification

If it becomes necessary for the successful Respondent, either as principal or by agent or employee, to enter upon the premises or property of the Owner, the successful Respondent hereby covenants and agrees to take use, provide and make all proper, necessary and sufficient precautions, safeguards, and protection against the occurrence of happenings of any accident, injuries, damages, or hurt to person or property during the course of the work herein covered and his/her sole responsibility.

The successful Respondent further covenants and agrees to indemnify and save harmless the owner from the payment of all sums of money or any other consideration(s) by reason of any, or all, such accidents, injuries, damages, or hurt that may happen or occur upon or about such work and all fines, penalties and loss incurred for or by reason of the violation of any owner regulation, ordinance or the laws of the State, or the United States while said work is in progress.

The successful Respondent shall maintain sufficient insurance to protect against all claims under Workers Compensation, General Liability and Automobile and shall be subject to approval for adequacy of protection and certificates of such insurance shall be provided. The minimum amount of insurance to be provided by the successful Respondent shall be \$1,000,000.00 for each claim and \$1,000,000.00 aggregate each policy period.

Multiple Proposals Not Accepted

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

Failure to Enter Contract

Should the Respondent, to whom the contract is awarded, fail to enter into a contract within ten (10) days, Sundays and holidays excepted, the Owner may then, at its option, accept the proposal of another Respondent.

Commencement of Work

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

Termination of Contract

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

Payment

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

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

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

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

Ownership of Material

The Owner shall retain all of its rights and interest in any and all documents and property both hard copy and digital furnished by the Owner to the successful Respondent for the purpose of assisting the successful Respondent in the performance of this Contract. All such items shall be returned immediately to the Owner at the expiration or termination of the Contract or completion of any

related services, pursuant thereto, whichever comes first. None of the documents and/or property shall, without the written consent of the Owner, be disclosed to others or used by the successful Respondent or permitted by the successful Respondent to be used by their parties at any time except in the performance of the resulting Contract.

Ownership of all data, materials and documentation originated and prepared for the Owner pursuant to this Contract shall belong exclusively to the Owner. All data, reports, computerized information, programs and materials shall be delivered to and become the property of the Owner upon completion of the project. The successful Respondent shall not have the right to use, sell, or disclose the total of the interim or final work products, or make available to third parties, without the prior written consent of the Owner. All information supplied to the Owner may be required to be supplied on CD-ROM media or external hard drive compatible with the Owner's computer operating system, windows based, Microsoft Office Suite 2016.

Scope of Work

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

Borough Attorney / Tax Appeal Attorney/ Special Conflict Attorney

Professional legal services for the Borough Council, Borough Administrator/Clerk, tax assessor, and other departments, offices, agencies, boards and commissions within the Borough of Watchung.

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

1. Admission to the New Jersey Bar for a minimum of ten (10) years.
2. Has a multi-disciplinary law practice in the area of civil matters for a minimum of ten (10) years.
3. Has experience in appearing before administrative agencies and the courts.
4. Has demonstrable experience in the representation of public bodies, including but not limited to, Counties, Municipalities, State of New Jersey or Boards or instrumentalities of the County and the State.
5. Has experience with real estate closings and obtaining reimbursement from Green Acres funding, Planning Incentive Grants and other similar funding programs.
6. Has experience in condemnation matters, land use matters, real and environmental matters.
7. Has experience in real estate tax appeals, negotiations, and defense.

Labor Attorney

For the purpose of undertaking negotiations of uniformed and non-uniformed collective bargaining units within the Borough of Watchung and to provide advice and assistance concerning various labor matters and issues to the Borough of Watchung, the Borough Administrator and the Borough Council, as well as all litigation/quasi-litigation before Federal and State courts, Public Employment Relations Commission, and other Federal/State agencies.

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

1. Admission to the New Jersey Bar for a minimum of ten (10) years.
2. Has a concentrated law practice in the field of State and Federal Labor Law for a minimum of ten (10) years.
3. Can demonstrate experience and representation of governmental entities in all labor-related matters, including negotiations for at least five (5) years.
4. Has a minimum of five (5) years experience in appearing before the Public Employment Relations Commission and the Office of Administrative Law and Superior Court in labor matters.

The Labor Relations Counsel shall be a licensed attorney at law of New Jersey, but need not be a resident of the Borough of Watchung. Upon assignment, the Attorney shall represent the Borough in judicial and administrative labor relations proceedings in which the Borough or any of its officers or agencies may be a party or have an interest. The Attorney shall give legal counsel and advice as it relates to matters of labor law and bargaining unit agreements, in particular with regard to Police and Dispatch unions and demonstrate their experience in these particular areas by providing a listing of each police and/or dispatch collective bargaining agreement the attorney has negotiated. The Attorney shall give legal counsel and advice as it relates to matters of general labor law and employee practices and policies, where required by the Borough. The Counsel shall draft or approve as to form and sufficiency all labor-related legal documents and contracts, executed or adopted by or on behalf of the Borough. With appropriate approval, conduct appeals from orders, decisions or judgments affecting any labor interest of the Borough. Render opinions in writing upon any question of law submitted to the Attorney by the Mayor, or the Administrator or department heads working in conjunction with aforesaid municipal officials.

Bond Counsel

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

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

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

Planning Board Attorney

Professional legal services as counsel to the Watchung Planning Board and to provide legal services to the Planning Board and the Planner.

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

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

Planning Board Professional Planner

The provision of Planning Board Professional Planner services. Work will be needed for guidance and direction to the planning board as it relates to site plans, subdivisions, ordinance changes, affordable housing services, and possibly Master Plan reexamination.

1. Minimum of ten (10) years experience as a Municipal planner.
2. All applicable licenses to perform professional planner services in New Jersey.
3. A minimum of five (5) years experience with affordable housing services.

Board of Adjustment Attorney

Professional legal services as counsel to the Watchung Borough Zoning Board of Adjustment and to provide legal services to the Zoning Board of Adjustment and the Borough Zoning Office.

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

1. Admission to the New Jersey Bar for a minimum of ten (10) years.

2. Knowledge of the Municipal Land Use Law (MLUL) and Borough of Watchung land use ordinances, regulations and procedures..
3. At least five (5) years experience in municipal zoning and land use matters.

Prosecutor

For professional legal services as Prosecutor in the Municipal Court.

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

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

Municipal Auditor

The provision of auditing services including performing the annual audit as required by New Jersey statutes, audit of other books and accounts that may be required by federal or state agencies or law, review of annual budget, and preparation of annual financial and debt statements. Audit consulting services as required.

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

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

Consulting Borough Engineer / Professional Planner

The provision of general engineering services, including engineering design, Municipal Land Use Law (MLUL) consulting services, surveying, environmental assessments, and other engineering consulting services as needed.

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

1. Minimum of ten (10) years experience as a municipal engineer.
2. All applicable licenses to perform general engineering services in New Jersey.
3. Expertise in engineering design, road construction, MLUL experience, planning and landscaping engineers on staff, experience in environmental studies assessments,

GIS, materials testing, surveying, traffic studies, affordable housing services, and drainage regulations.

Planning Board Engineer

The provision of Planning Board engineering services, including engineering design review, Municipal Land Use Law (MLUL) consulting services, surveying, environmental assessments, geotechnical, landscaping and other engineering services as needed.

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

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

Board of Adjustment Engineer / Professional Planner

The provision of Zoning Board of Adjustment engineering and professional planner services, including engineering design review, Municipal Land Use Law (MLUL) consulting services, surveying, environmental assessments, geotechnical, landscaping and other engineering services as needed.

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

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

Affordable Housing Planner

The provision of affordable housing planning services, including Municipal Land Use Law (MLUL) consulting services and other engineering consulting services as needed.

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

1. Minimum of ten (10) years experience as an affordable housing planner.
2. All applicable licenses to perform general engineering services in New Jersey.
3. Expertise in affordable housing and MLUL experience.

Risk Management Services / Insurance Broker

The Borough of Watchung desires to appoint a Risk Management Consultant who will be responsible for assisting the Borough in identifying its insurable exposures and to recommend professional methods to reduce, assume or transfer the risk loss. The Consultant shall review with the Borough any additional coverage's that the Consultant feels should be carried but are not available from the Fund and subject to the Borough's authorization place such coverage's outside the fund. The Consultant shall assist the Borough in the preparation of applications, statements of values and similar documents requested by the Fund, it being understood that this agreement does not include any appraisal work by the Consultant. The Consultant shall review the Borough's assessment as prepared by the Fund and assist the Borough in the preparation of its annual insurance budget.

1. **Appointment of Risk Management Consultant.** The Risk Management Consultant shall be appointed by the Borough Council (hereinafter "Council") by a majority vote of a quorum of its members and shall serve for a term of one (1) year from the first day of January of the year of their appointment and until a successor has been appointed and qualified. The Risk Management Consultant shall be a New Jersey licensed property/casualty insurance agent or broker with demonstrated prior experience in the management of public insurance risks. The Risk Management Consultant shall be an "Insurance Producer", pursuant to N.J.S.A. 17:22-A, but shall not be a Fund Commissioner.

2. **Duties.**

The Risk Management Consultant (hereinafter the "Consultant") shall:

- A. The Consultant shall assist the Borough in identifying its insurable the exposures and to recommend professional methods to reduce, assume or transfer risk loss.
- B. Assist the Borough in understanding and selecting the various coverages available from the Suburban Municipal Joint Insurance Fund.
- C. Review with the Borough any additional coverages that the Consultant feels should be carried but are not available from the Fund and subject to the Borough's authorization place such coverages outside the fund.
- D. Assist the Borough in the preparation of applications, statements of values and similar documents requested by the Fund, it being understood that this agreement does not include any appraisal work by the Consultant.
- E. Review the Borough's assessment as prepared by the Fund and assist the Borough in the preparation of its annual insurance budget.
- F. Review the loss and engineering reports and generally assist the afety

committee in its loss containment objectives.

- G. Assist where needed in the settlement of claims, with the understanding that the scope of the Consultant's involvement does not include the work normally done by a public adjustor.
- H. Attendance at the majority of meetings of the Fund and the performance of such other services as required by the Borough or the Fund.
- I. Any other services required by the Fund's Bylaws.

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

1. The Risk Management Consultant shall be a New Jersey licensed property/casualty insurance agent or broker with demonstrated prior experience in the management of public insurance risks. The Risk Management Consultant shall be an "Insurance Producer", pursuant to N.J.S.A. 17:22-A, but shall not be a Fund Commissioner.
2. Must have a minimum of seven (7) years' experience representing municipalities in risk management services.
3. Must have sufficient support staff to provide all services required by the Borough.
4. Must list past and present public employers represented as Risk Management Consultant.
5. Proposed cost of the services or activities, may be proposed as an hourly rate with a not to exceed, a flat fee, or as a percentage of annual assessment. The proposed cost should include:
 - a. Meetings.
 - b. Site visits and expenses.
 - c. Expenses for travel, postage and telephone excluded from the hourly rate.
 - d. Additional services defined beyond the scope of regular service

Proposal Requirements

Qualification Statement

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

Key Personnel Information

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

Proposal Forms

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

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

Location of Servicing Office

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

Evaluation, Review and Selection Process

Proposals to Remain Subject to Acceptance

RFP responses shall remain open for a period of sixty (60) calendar days from the stated submittal date. The Owner will either award the Contract within the applicable time period or reject all proposals.

The Owner may extend the decision to award or reject all proposals beyond the sixty (60) calendar days when the proposals of any Respondents who consents thereto may, at the request of the Owner, be held for consideration for such longer period as may be agreed.

Rejection of Proposals

The Owner reserves the right to reject any or all proposals, or to reject any proposals if the evidence submitted by, or investigation of such respondent fails to satisfy the Owner that such Respondent is properly qualified to carry out the obligations of the RFP and to complete

the work contemplated therein. The Owner reserves the right to waive any minor informality in the RFP.

Evaluation Process

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

Evaluation Criteria

The criteria considered in the evaluation of each proposal follows. All criteria will be used to select the successful Respondent. The percentage used in the evaluation is listed below.

1. Understanding of the Requested Work 10%

The proposals will be evaluated for general compliance with instructions and requests issued in the RFP. Non-compliance with significant instructions shall be grounds for disqualification of proposals.

2. Knowledge and Technical Competence 20%

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

3. Management, Experience and Personnel Qualifications 10%

Expertise of the firm shall be demonstrated by past contract successes providing government agencies with similar services. The Respondent will be evaluated on knowledge, experience, prior collaboration and successful completion of projects/services similar to that requested in this RFP. In addition to relevant experience, Respondents shall provide personnel qualifications in the proposal, a list of at least two references with address and phone number, and a resume of each individual performing work.

4. Ability to Complete the Services in a Timely Manner 10%

This is based on the estimated duration of the tasks and the Respondent's ability to accomplish these tasks as stated and is available to accommodate any required meetings.

5. Required documents submitted with Proposal 10%

6. Cost 20%

Borough Attorney / Tax Appeal Attorney / Special Conflict Attorney- The Borough of Watchung has established a rate of not more than \$165.00 per hour for all legal services required. Services billed at this rate shall include, but not be limited to, attendance at

regular, special and emergency meetings of the Borough Council, telephone calls, correspondence, legal research, preparation of ordinances, resolutions and contracts, negotiations, meetings, hearings, litigation and other services rendered on behalf of the Borough of Watchung.

Labor Attorney - The Borough of Watchung has established a rate of not more than \$165.00 per hour for all legal services required. Services billed at this rate shall include, but not be limited to, telephone calls, correspondence, legal research, preparation of ordinances, resolutions and contracts, negotiations, meetings, hearings, litigation and other services rendered on behalf of the Borough of Watchung. Any additional charges not included above must be so noted and must accompany this submission.

Bond Counsel - The Borough of Watchung has established a rate of not more than \$150.00 per hour for all legal services required. Services billed at this rate shall include, but not be limited to, telephone calls, correspondence, legal research, resolutions and contracts, negotiations, attendance at meetings, hearings, litigation and other services rendered on behalf of the Borough of Watchung. Rates or fees for other bond/note preparatory services must accompany this submission.

Board Attorneys- The Borough of Watchung has an established rate of not more than \$165.00 per hour for all legal services required. Services billed at this rate shall include, but not be limited to, telephone calls, correspondence, legal research, preparation of ordinances, resolutions and contracts, negotiations, meetings, hearings, litigation and other services rendered on behalf of the Borough of Watchung. Any additional charges not included above must be so noted and must accompany this submission.

Engineering & Planner Services – Submission of rate schedule for all licensed professional and technical staff required. Any additional charges not included in the rate schedule must be so noted and must accompany this submission.

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

Prosecutor – Please submit a cost proposal for providing prosecution services for the Borough of Watchung and a proposal to provide the services for Watchung as well as the Township of Green Brook. The proposal should be a flat fee to perform the duties for both municipalities.

Risk Manager / Insurance Broker – Should accept the standard JIF Risk Management Fee

7. **Women / Minority Owned Business 10%**
8. **References 10%**

Payment

Payment will be made on presentation of Owner's voucher duly signed and executed.
Term of the Contract one year.

Notice of Award

The successful Respondent will be notified of the award of Contract upon a favorable decision by the appointing authority.

Contracts for award of “open and fair” procurements for professional services will be prepared by the Borough Clerk.

Proposal Checklist

The following checklist is provided as assistance to the development of the RFP Response.

It in no way supersedes or replaces the requirements of the RFP. Please initial on the lines below for each document/section attesting to the fact that you have read and/or included the documents with your RFP.

Administrative Conditions and Requirements	_____
Scope of Work	_____
Qualification Statement	_____
Proof of Licensure	_____
References	_____
Evaluation Criteria	_____
Acknowledgement of Receipt of Addenda	_____
Non-Collusion Affidavit	_____
Stockholder Disclosure	_____
Affirmative Action Mandatory Language	_____
Submission of NJ Form AA302	_____
Americans with Disabilities Act Mandatory Language	_____
Business Registration Certificate to be supplied with RFP	_____
Disclosure of Investment Activities in Iran	_____

Acknowledgement of Receipt of Addenda

The undersigned respondent hereby acknowledges receipt of the following Addenda:

Addenda Number	Dated
_____	_____
_____	_____
_____	_____

Signed: _____
Title: _____
Printed Name: _____
Date: _____
Company: _____

Posting Will Be On Internet

EXHIBIT A

**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27**

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

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

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive

consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

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

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

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:275.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

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

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302

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

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

GOODS AND SERVICES CONTRACTS
(INCLUDING PROFESSIONAL SERVICES)

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

The contractor and the Borough of Watchung, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (*42 U.S.C. §12101 et seq.*), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant 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.

NON COLLUSION AFFIDAVIT

STATE OF NEW JERSEY
COUNTY OF

ss:

I, _____ of the City 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 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 Borough of Watchung 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

(name of contractor)

Subscribed and sworn to

before me this _____ day
of _____, _____.

(Also type or print name of affiant under signature)

Notary public of _____
My Commission expires _____.

STOCKHOLDER DISCLOSURE CERTIFICATION

N.J.S.A. 52:25-24.2 (P.L. 1977 c 33)

Failure of the bidder/respondent to submit the required information is cause for automatic rejection.

CHECK ONE:



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



I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

LEGAL NAME OF BIDDER: _____

Check which business entity applies:



Limited Partnership Corporation



Subchapter S Corporation



Limited Liability



Partnership



Corporation



Sole Proprietorship



Limited Liability Partnership



Other _____

Complete if the bidder/respondent is one of the 3 types of Corporations:

Date Incorporated: _____ Where Incorporated: _____

BUSINESS ADDRESS:

/			
Street Address	City	State	Zip
/			
Telephone #	Fax#		

Listed below are the names and addresses of all stockholders, partners or individuals who own ten (10) percent or more of its stock of any classes, or who own ten (10) percent or greater interest therein.

Name	Address
Name	Address

CONTINUE ON ADDITIONAL SHEET IF NECESSARY: YES NO

Signature _____ Date _____
Printed Name & Title _____

Revised Contract Language for BRC Compliance

Goods and Services Contracts (including purchase orders)

** Construction Contracts (including public works related purchase orders)*

N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that **knowingly** provide goods or perform services for a contractor fulfilling this contract:

- 1) the contractor shall provide written notice to its subcontractors and suppliers to submit proof of business registration to the contractor;
- *2) subcontractors through all tiers of a project must provide written notice to their subcontractors and suppliers to submit proof of business registration and subcontractors shall collect such proofs of business registration and maintain them on file;
- 3) prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors and suppliers* or attest that none was used; and,
- 4) during the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into this State.

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

ALERT
FAILURE TO INCLUDE A COPY OF YOUR
NEW JERSEY BUSINESS REGISTRATION CERTIFICATE
IS CAUSE FOR MANDATORY REJECTION OF YOUR PROPOSAL

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

RFP Title: _____

Proposer: _____

PART 1: CERTIFICATION

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that the person or entity, or one of the person or entity's parents, subsidiaries, or affiliates, is not identified on a list created and maintained by the New Jersey Department of the Treasury as a person or entity engaging in investment activities in Iran. If the Department of Treasury finds person or entity to be in violation of the principles which are the subject of this law, action shall be taken 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 person or entity. **Failure to complete the certification will rendered a respondent's proposal as non-responsive.**

I certify, pursuant to Public Law 2012, c. 25, that the person or entity listed above, for which I am authorized to submit a proposal, nor any of the proposer's parents, subsidiaries, or affiliates (check each box if appropriate):

_____ is not providing goods or services of \$20,000,000 or more in the energy sector of Iran, including a person or entities that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran, AND

_____ is not a financial institution that extends \$20,000,000 or more in credit to another person or entity, for 45 days or more, if that person or entity will use the credit to provide goods or services in the energy sector in Iran.

In the event that a person or entity is unable to make the above certification because it or one of its parents, subsidiaries, or affiliates has engaged in the above-referenced activities, a detailed, accurate and precise description of the activities must be provided in Part 2 below to Watchung Borough under penalty of perjury. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

**PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT
ACTIVITIES IN IRAN**

Where appropriate, provide a detailed, accurate and precise description of the activities of the proposer, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below. Please provide thorough answers to each question. Provide an attachment if you need to make additional entries.

Name: _____ Relationship to Proposer: _____

Description of Activities:

Duration of Engagement: _____

Anticipated Cessation Date: _____

Proposer Contact Name: _____

Contact Phone Number: _____

PART 3: CERTIFICATION

I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that Watchung Borough is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the Borough to notify the Borough in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with Watchung Borough and that the Borough at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): _____

Signature: _____

Title: _____

Date: _____

PROPOSAL

To Borough of Watchung:

The undersigned declares that he/she has read the Request For Proposal attached, that he/she has determined the conditions affecting the proposal and agrees, if this proposal is accepted, to furnish and deliver services per the attached schedule of fees for the following

Position: _____

Company Name _____

Federal I.D. or Social Security # _____

Address _____

Signature of Authorized Agent _____

Type or Print Name _____

Title: _____

Date

Telephone Number

Fax Number

E-mail address

Rate / Fees:
