TOWNSHIP OF MEDFORD

Burlington County **New Jersey**

REQUEST FOR PROPOSALS

ZONING BOARD OF ADJUSTMENT 2017 PROFESSIONAL SERVICES

RFP Opening Date – Wednesday, November 16, 2016

Time – 10:30 AM

MEDFORD TOWNSHIP COUNCIL

Jeffrey Beenstock	Mayor
Charles Watson	Deputy Mayor
Christopher Buoni	Council Member
Frank Czekay	Council Member
Brad Denn	Council Member

TABLE OF CONTENTS

NOTICE TO BIDDERS P-1
PROJECT DESCRIPTION P-1
RFP PROPOSAL FORM P-2
SEALED RESPONSES P-7
SUBMISSION DEADLINE AND PUBLIC READING P-7
APPLICANT TERMS AND CONDITIONS P-8

CHECK LIST OF REQUIRED DOCUMENTS Q-1
PAY TO PLAY ADVISORY Q-3
ACKNOWLEDGEMENT OF ADDENDA Q-4
AFFIRMATIVE ACTION CERTIFICATION Q-5
EQUAL EMPLOYMENT OPPORTUNITY Q-6
GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS Q-6
AMERICANS WITH DISABILITIES ACT Q-8
DISCLOSURE OF OWNERSHIP Q-9
RESPONSIBLE BIDDER CERTIFICATION Q-10
FALSE STATEMENT PENALTIES CERTIFICATION Q-11
AFFIDAVIT OF NON-COLLUSION Q-12
RESPONSIBLE BIDDER'S CHECKLIST Q-13
TAXPAYER IDENTIFICATION Q-14
RESPONSIBILITY ACKNOWLEDGEMENT Q-15
CERTIFICATION OF INSURANCE Q-15
SIGNED CONTRACTS Q-15
INITIAL PROJECT WORKFORCE REPORT Q–15

GENERAL INFORMATION FOR APPLICANTS IFB-1
RECEIPT OF PROPOSAL IFB-1
PROPOSAL FORM IFB-1
SIGNATURE ON PROPOSAL FORM IFB-1
QUESTIONS/CHALLENGES IFB-1
INTERPRETATIONS AND ADDENDA IFB-1
REJECTION OF PROPOSAL IFB-2
PROCEDURES ON AWARD OF CONTRACT IFB-2
NOTIFICATION OF AWARD IFB-2
ASSIGNING THE CONTRACT IFB-3
TERMINATION OF CONTRACT IFB-3
PAYMENT IFB-3

INVOICES IFB-3
THE CONTRACT IFB-4
CONFLICTING INFORMATION OR ERRORS IFB-4
COMPLIANCE WITH LAWS IFB-4
BUSINESS REGISTRATION CERTIFICATE IFB-4
AFFIDAVIT OF NON-COLLUSION IFB-5
NON-DISCRIMINATION IFB-5
REQUIRED AFFIRMATIVE ACTION EVIDENCE IFB-5
ACQUISITIONS, MERGER, SALE AND/OR TRANSFER OF BUSINESS, ETC. IFB-5
INSURANCE IFB-5
INDEMNIFICATION IFB-6
PURCHASING AGENT'S CONTROL IFB-6
DISPUTES IFB-7
FIDUCIARY DUTY IFB-7
PROFESSIONAL REPORTING TIMELINESS IFB-7
SAMPLE CONTRACT IFB-8

SCOPE OF WORK TS-1
1. BOARD ATTORNEY/CONFLICT ATTORNEY TS-1
2. BOARD PLANNER/CONFLICT PLANNER TS-1
3. BOARD ENGINEER/CONFLICT ENGINEER TS-1

SEALED RESPONSES TS-3
SUBMISSION DEADLINE AND PUBLIC READING TS-3
APPLICANT TERMS AND CONDITIONS TS-4

EXHIBIT A EX-1
MEETING SCHEDULES EX-1
EXHIBIT B EX-2
EVALUATION SHEET EX-2

NOTICE TO BIDDERS

The Township of Medford is soliciting proposals through a fair and open process in accordance with N.J.S.A 19:44A-20.4 et seq.

The Applicant will designate a specific individual(s) to work with the Township of Medford and provide resumes for both the individual and Principals of the Business Entity.

PROJECT DESCRIPTION

Sealed RFP responses will be received by the Municipal Clerk on Wednesday, November 16, 2016 at 10:30 A.M. local prevailing time in the Manager's Conference Room at the Municipal Building, 17 North Main Street, Medford, NJ 08055, at which time and place responses will be opened for:

ZONING BOARD OF ADJUSTMENT 2017

- Zoning Board Planner/Conflict Planner
- Zoning Board Attorney/Conflict Attorney
- Zoning Board Engineer/Conflict Engineer

Proposals must be submitted in duplicate, one copy on the proposal forms contained in the bid package and one copy scanned as a PDF file and submitted on a CD or USB Drive.

Proposals must be in a sealed envelope, bearing the name and address of the bidder **and** the name of the project. This information must be on the **outside** of the envelope and addressed to the Municipal Clerk. In the following format:

RFP Title:
Position Applying for:

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

Any proposal received not complying with these requirements SHALL not be opened and returned to sender marked "Unresponsive".

Qualification documents and instructions to applicants may be obtained via the Township Website: www.medfordtownship.com. It is the bidder's responsibility to check the website regularly for possible addenda.

Applicants shall comply with the requirements of P.L. 1975, C127, and N.J.A.C. 17:27et seq.

Katherine E. Burger, RMC
Township Clerk

RFP PROPOSAL FORM

The undersigned declares that they have read the Notice, Instructions, Affidavits and Scope of Services attached, that they have determined the conditions affecting the proposal are acceptable and agrees, if this proposal is accepted, to furnish and deliver services per their attached schedule of fees for the following:

Professional Service	Please Check
Zoning Board Planner/Conflict Planner	☐
Zoning Board Attorney/Conflict Attorney	☐
Zoning Board Engineer/Conflict Engineer	☐

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

_____

_____

_____

NOTE: In responding to these questions you may attach additional sheets as necessary. Please be sure to CLEARLY reference all additional sheets or relevant attachments under the appropriate question or area. Material not clearly referenced will not be considered.

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

   ☐ Yes ☐ No

2. If the answer to question 1 is "No", then please explain any exceptions, clarifications or limitations to the scope of services that your firm is willing and able to provide?

   _____

   _____

   _____

3. Please provide the names and roles of the individuals who will perform the services, descriptions of their education and experience, degrees, licenses and certifications relevant to those services including specific experience with the Client/Owner to whom this submission is being sent (or with similar Client/Owners).

_____

_____

_____

_____

_____

4. Please discuss your (the firm's) record of success in providing the same or similar services to those being requested.

_____

_____

_____

_____

_____

5. Please provide references who can be contacted to substantiate the above noted experience or record of success for the same or similar service.

_____

_____

_____

_____

_____

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

_____

_____

_____

_____

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

_____

_____

_____

_____

_____

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

_____

_____

_____

_____

_____

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

_____

_____

_____

_____

_____

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

_____

_____

_____

_____

_____

11. In completing and submitting this form the submitting firm, individual or entity acknowledges that it has received and read the following which were provided with the submission materials:

- The Notice of Solicitation for Professional Services, pertaining to the Professional Title/Service which is the subject of this submission
- The "Title/ Service Description and Minimum Requirements" pertaining to the above Professional Title/Service and any supplemental addendum.
- The "General Instructions, Submission and Selection Criteria"
- The "General Contract Requirements" and Exhibits.

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

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

Company	Federal I.D. # or Social Security #
Address	
Authorized Agent (Print Name)	Title of Authorized Agent
Telephone Number	Email Address
Fax Number	

Signature

Sworn and subscribed to before me on

this _____ day of

_____, 20____

Signature of Notary

Notary seal

Print Name

SEALED RESPONSES

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

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

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

   The above mentioned standardized documents are available on the Township of Medford website at www.medfordtownship.com under the heading "Current Bidding Opportunities/Notice of Solicitation for Professional Service".

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

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

   a. The "Proposal Form" signed and dated by the provider, clearly referencing any additional sheets or attachments (such as a submission letter, provider service or experience description, and/or fee schedule).
   b. A signed and notarized "Non-Collusion Affidavit."
   c. A signed "Disclosure of Ownership form".

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

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

SUBMISSION DEADLINE AND PUBLIC READING

Sealed responses must be received in the Township of Medford, Attn: Township Clerk, 17 North Main Street, Medford, NJ 08055 on or before the date and time ("due date" set forth in this notice (also referred to as the "submission deadline"). The Township Clerk and/or her designated representative will receive submissions up to the submission deadline noted in the Notice to Bidders and will immediately thereafter publicly open all submissions received in the Manager's Conference Room of the Medford Municipal Building, where and at which time submissions will be read aloud and otherwise be available for public scrutiny.

The Township of Medford reserves the right to extend the submission deadline at any time prior to opening of the sealed submissions, to reject all submissions without the need for cause or prior notice, to reject particular submissions due to defects in mandatory items, to waive non-mandatory

items and to accept any submissions that in their judgment will be in the best interest of the Township of Medford.

APPLICANT TERMS AND CONDITIONS

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

- Knowledge of the administrative structure of the Township of Medford and subject matter to be addressed under the contract.
- Individual designated by the applicant and approved by Township is required to attend all regular scheduled meetings as required by Township of Medford. If the designated individual is unable to attend they must notify the Township in advance and have the individual to attend the meeting approved by Township of Medford.
- Applicant must respond to Township inquiries within 24 hours.
- Applicant must be available to accommodate any Special meetings as required by the Township;
- Applicant will provide written proposals for specific projects as required by Township.

Applicant must provide a compensation schedule.

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

Other factors that may reasonably impact the Township in 2017.

CHECK LIST OF REQUIRED DOCUMENTS

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

		Initials
Checklist of Required Documents, signed below	✓	
RFP Proposal Form	✓	
Hard copy of RFP proposal on the proposal forms contained in bid package with supporting documentation	✓	
Hard copy of Applicant and Designated Individual Resumes with supporting documentation	✓	
Pay to Play Advisory (Disclosure Requirement)	✓	
Acknowledgement of Addenda (as applicable)	✓	
Affirmative Action Certification	✓	
Equal Employment Opportunity	✓	
Americans With Disabilities Act	✓	
Disclosure of Ownership	✓	
Responsible Bidder Certification	✓	
False Statement Penalties Certification	✓	

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

		Initials
CD Rom copy of RFP proposal on the proposal forms contained in bid package and supporting documentation formatted in PDF	✓	
CD Rom copy of Applicant and Designated Individual Resumes with supporting documentation	✓	
Affidavit of Non-Collusion	✓	
Responsible Bidder Checklist	✓	
Taxpayer Identification (W-9)	✓	
Responsibility Acknowledgement (Post Contract Award)	✓	

Prior to award of the contract the following items, as checked, shall be required:

		Initials
Business Registration Certificate	✓	_____

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

		Initials
Signed Contracts	✓	_____
Certificate of Insurance for the length of the contract	✓	_____

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

COMPANY / BIDDER'S NAME	AUTHORIZED SIGNATURE
DATE	NAME (PRINT) TITLE

PAY TO PLAY ADVISORY

Disclosure Requirement
P.L. 2005, Chapter 271, Section 3 Reporting
(N.J.S.A. 19:44A – 20.27)

Any business entity that has received $50,000 or more in contracts from government entities in a calendar year will be required to file an annual disclosure report with ELEC.

The report will include certain contributions and contract information for calendar year 2016.

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

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

An analyst from ELEC's Special Programs Section will assist you.

IN ADDITION, APPLICANT SHALL COMPLY WITH THE REQUIRMENTS OF THE TOWNSHIP OF MEDFORD'S PAY-TO-PLAY ORDINANCE, A COPY OF WHICH IS ATTACHED HERETO

Initials _____

ACKNOWLEDGEMENT OF ADDENDA

Receipt of Changes to Bid Documents Form

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

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

Company/Applicant: _____

By Authorized Representative: _____

Signature: _____

Printed Name and Title: _____

Date: _____

AFFIRMATIVE ACTION CERTIFICATION

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

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

The successful applicant(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 applicant copy is retained by the applicant.

The undersigned applicant 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 and agrees to furnish the required forms of evidence.

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

_____
Applicant's Name

_____
Authorized Signature

_____
Print Name

_____
Title

_____
Telephone

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

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS
During the performance of this contract, the contractor agrees as follows:

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

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

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

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

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. l7:27-5.2.

Initials _____

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

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

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

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

- Letter of Federal Affirmative Action Plan Approval
- Certificate of Employee Information Report
- Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

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

Initials _____

AMERICANS WITH DISABILITIES ACT
Equal Opportunity for Individuals with Disabilities

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

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

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

Initials _____

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

•

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

CHECK ONE

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

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

LEGAL NAME OF APPLICANT: _____

Check which business entity applies:

☐ Limited Partnership ☐ Corporation (for-profit) ☐ Limited Liability Company

☐ Limited Liability Partnership ☐ Corporation(non-profit) ☐ Sole Proprietorship

☐ Partnership ☐ Other _____

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

Date Incorporated: _____ Where Incorporated: _____

BUSINESS ADDRESS:

_____
Street Address Township State Zip

_____
Telephone # Fax#

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

_____
Name Address Shared (%) Owned

_____
Name Address Shared (%) Owned

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

_____ _____
Company / Bidder's Name Authorized Signature

_____ _____
Date Name (print) Title

RESPONSIBLE BIDDER CERTIFICATION

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

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

DECLARATION

I, _____ am the
(print name)

_____ of Applicant.
(title)

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

_____
Signature

Sworn and subscribed to before me on

this _____ day of

_____, 20____

_____
Signature of Notary

Notary seal

_____
Print Name

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

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

_____
Print Name

_____
Signature of Preparer or
Officer of the Applicant

Sworn and subscribed to before me on

this _____ day of

_____, 20____

_____
Signature of Notary

Notary seal

_____
Print Name

AFFIDAVIT OF NON-COLLUSION

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

1. I reside at _____

   _____

2. The name of the within applicant is _____

   _____

3. I execute the said RFP on behalf of the applicant with full authority to do so.
4. The applicant has not directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of fair and open process in connection with the contract.
5. All statements contained in the Qualification Statement and RFP and in this Affidavit are true and correct and were made with the full knowledge that the Township of Medford, County of Burlington, its officers and employees, rely on the truth of the statements therein made in awarding the above-named contract.
6. I further warrant that no person or selling agency has been employed or retained to solicit or service such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees of or bona fide established commercial selling agencies maintained by the applicant.

Sworn and subscribed to
before me on _____ this day of

_____, 2016

_____
Signature

_____
Print Name

_____
Signature of Notary

_____
Print Name

RESPONSIBLE BIDDER'S CHECKLIST

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

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

A YES answer to any statement below shall require the bidder to explain that answer to the Township Committee prior to award of contract.

1.	In the last five (5) years, has your firm, or any key Person in your firm, been convicted of a crime involving the awarding of a contract of a government (local, state or federal) construction project, or the bidding or performance of a government contract?	☐ Yes	☐ No
2.	In the last five (5) years, has your firm, or any key Person in your firm, been "defaulted" or "terminated" by an owner (other than for convenience of the project owner) or has your surety completed a contract for your firm?	☐ Yes	☐ No
3.	At the time of submitting this bid form, is your firm or any key Person in your firm, ineligible to bid on or be awarded any public works contract, or perform as a subcontractor on a public works contract?	☐ Yes	☐ No
4.	Has your firm, or any key Person in your firm, ever been found guilty in a criminal action, for making any false claim or material misrepresentation to any public agency or entity?	☐ Yes	☐ No
5.	In the last ten (10) years, has your firm, or any key Person in your firm, ever been convicted of a crime involving any federal, state or local contracts?	☐ Yes	☐ No

TAXPAYER IDENTIFICATION

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

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

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

☐ Exempt payee

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

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

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

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

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

Social security number

or

Employer identification number

Part II **Certification**

Under penalties of perjury, I certify that:

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

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

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

General Instructions

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

Purpose of Form

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

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

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

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

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

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

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

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

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

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

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

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

RESPONSIBILITY ACKNOWLEDGEMENT
POST CONTRACT AWARD

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

CERTIFICATION OF INSURANCE

- In accordance with Township requirements of "Insurance"

SIGNED CONTRACTS

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

INITIAL PROJECT WORKFORCE REPORT

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

Company/Bidder: _____

By Authorized Representative: _____

Signature: _____

Printed Name and Title: _____

Date: _____

GENERAL INFORMATION FOR APPLICANTS

RECEIPT OF PROPOSAL

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

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

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

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

PROPOSAL FORM

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

SIGNATURE ON PROPOSAL FORM

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

QUESTIONS/CHALLENGES

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

INTERPRETATIONS AND ADDENDA

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

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

3. No oral interpretation of the meaning of the Request for Proposal will be made to any applicant. Every request for an interpretation shall be in writing, addressed to the Township Clerk. In order to

be given consideration, written requests for interpretation must be received as least ten (10) days prior to the date fixed for the opening of the proposals. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications, and will be distributed to all prospective applicants in accordance with statute. All addenda so issued shall become part of the contract documents, and shall be acknowledge by the applicant in the proposal. The Township's interpretations or corrections thereof shall be final.

REJECTION OF PROPOSAL

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

Proposals shall be rejected for any of the following reasons:

1. Failure to complete the Affirmative Action Certification
2. Failure to comply with the American with Disabilities Act of 1990
3. Failure to complete the Disclosure of Ownership Statement.
4. Failure to provide a properly dated New Jersey State Business Registration Certificate prior to award of contract. (including subcontractors)

Proposals may be rejected for any of the following reasons:

1. Failure to complete the Affidavit of Non-Collusion.
2. Failure to properly complete the Proposal form.
3. Failure to complete the Checklist of Required Documents.
4. Insertion of additional conditions, provisions or stipulations.

PROCEDURES ON AWARD OF CONTRACT

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

NOTIFICATION OF AWARD

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

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

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

ASSIGNING THE CONTRACT

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

TERMINATION OF CONTRACT

DEFAULT: Non-performance of the applicant in terms of the Request for Proposal shall be a basis for termination of the contract by the Township. The Township may terminate the contract upon 30 days written notice to the applicant. The Township shall not pay for any services and/or materials, which are unsatisfactory. The applicant may be given a reasonable opportunity before termination to correct the deficiencies. This, however, shall in no way be construed as negating the basis for termination for nonperformance.

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

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

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

PAYMENT

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

INVOICES

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

THE CONTRACT

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

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

CONFLICTING INFORMATION OR ERRORS

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

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

COMPLIANCE WITH LAWS

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

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

BUSINESS REGISTRATION CERTIFICATE

N.J.S.A. 52:32-44 requires that each applicant (contractor and subcontractor) provide proof of business registration in response to a request for proposals prior to award of Contract. Proof of registration shall be a copy of the applicant's Business Registration Certificate (BRC) dated prior to bid opening. A BRC is obtained from the New Jersey Division of Revenue. Information on obtaining a BRC is available on the internet at www.nj.gov/njbgs or by phone at (609) 292-1730. N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that **knowingly** provide goods or perform services for a contractor fulfilling this contract:

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

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

AFFIDAVIT OF NON-COLLUSION

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

NON-DISCRIMINATION

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

REQUIRED AFFIRMATIVE ACTION EVIDENCE

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

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

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

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

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

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

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

INSURANCE

The Contractor will not be allowed to begin work under this contract until he has all insurance required under the contract documents and the insurance has been approved by the Township. The Contractor shall not allow any sub-contractor to begin work on his sub-contract until the insurance required of the sub-contractor has been obtained and approved. The insurance required shall be maintained in full force and effect until all work to be performed under the terms of the contract is satisfactorily completed and accepted by the Township.

A. Workers' Compensation Insurance: The Contractor shall procure and maintain during the life of the contract Workers' Compensation Insurance for all of his employees to be engaged in work on the project, and in the case of any sublet, the Contractor shall require the sub-contractor similarly to provide Workers' Compensation Insurance for all of the latter's employees unless such employees are covered by the Contractor's Insurance. In case any class of employees engaged in hazardous work on the project under this contract are not protected under the Workers' Compensation Statute, the Contractor shall provide and cause each sub-contractor to provide adequate employer's general liability insurance for the protection of such of his employees as are otherwise protected.

B. Professional Liability Insurance: The Contractor shall procure and shall maintain during the life of this contract "errors and omission" insurance coverage in an amount not less then $500,000.

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

D. Proof of Insurance: The Contractor shall furnish the Township with satisfactory proof of carriage of the insurance required by submitting the original insurance policies and endorsements or properly executed conformed copies. Each insurance policy and endorsement shall contain undertaking by the insurance carrier not to cancel the policy or reduce the limits except upon thirty (30) days notice to the Township by certified mail, return receipt requested. The liability policies and endorsements shall be specifically referred to the Township and its officers, agents and employees as insured parties and shall state that the insurance as provided conforms to the requirements of these contract documents. All insurance required by this contract shall be placed with responsible insurance companies authorized to do business in the State of New Jersey, which are satisfactory to the Township. The policies shall include waiver of rights of subrogation. Contractor shall carry, during the life of the contract and any extension thereof, Builders' Risk Insurance (All Risks) of physical loss or damage to property in an amount equal to 100% completed value basis of the work contracted herein.

INDEMNIFICATION

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

TOWNSHIP MANAGER'S CONTROL

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

DISPUTES

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

FIDUCIARY DUTY

Any vendor awarded a contract by the Township shall owe the Township a fiduciary duty in its provision of goods or performance of services. Such fiduciary duty shall be a mandatory provision in the contract with the Township. Such contract shall further provide the Township with the option to terminate the agreement upon a vendor material breach of fiduciary duty.

PROFESSIONAL REPORTING TIMELINESS

The Board professional will be required to review plans, applications documents and board findings and submit their reports, letters or resolutions to the Board Secretary within 5 (five) business days of the applicable board meeting.

SAMPLE CONTRACT

The terms and provisions set forth under the heading "GENERAL INFORMATION FOR BIDDERS" are hereby made a part of the terms and conditions of the proposed contract.

SAMPLE CONTRACT

This agreement is made on ***Month, Day, Year*** between the Township of Medford; a Municipal Corporation of the State of New Jersey, 17 North Main Street, Medford, NJ 08055 (hereinafter referred to as the "Township") and

CONSULTANT
(Hereinafter referred to as the "Consultant").

RECITALS.
1. A RFP for ***Project Name*** (hereinafter referred to as the "Project") were received from the Contractor by the Township on ***Date***; and

2. The Contractor was thereafter awarded a contract by the Medford Township Zoning Board of Adjustment for the Project.

AGREEMENT
The Contractor and the Township, for and in consideration herein specified, hereby agree as follows:

1. The Contractor shall undertake and complete the Project as indicated on the Bid Proposal and in strict and entire conformity with the Contract Documents.

2. Signed contract and all required bonds, surety, and certification must be returned in 10 days to the Municipal Clerk.

3. The Township shall compensate the Contractor for the Project in accordance with the Contract Documents in the amount not to exceed ***Total Contract Dollars***.

The Contract Documents and any approved change orders (if applicable), are hereby made a part of this Contract.

5. The Contractor shall hold harmless and defend the Township against any and all suits and assume liability for the use of any patented process, device or article forming a part of the apparatus or any appliance furnished under this Contract.

6. This Contract shall be binding on the Contractor and the Township, and their respective successors and assigns.

7. The term of this contract shall commence on the date first written above and shall remain in full force and effect until January 31, 2018. Either party has the right to terminate this agreement upon thirty (30) days written notice.

IN WITNESS WHEREOF, the Township has caused this instrument to be signed by its Zoning Board Chairperson, attested by its Township Clerk and its seal to be affixed pursuant to the resolution of the Township Zoning Board of Adjustment passed for that purpose, and the Contractor has signed, sealed and delivered this Agreement or has caused this Agreement to be signed by its proper corporate officers and its corporate seal to be affixed pursuant to authority conferred by its Board of Directors on the date and year first above written.

FOR THE TOWNSHIP:

_____
Chairperson,

ATTEST:

_____
KATHERINE E. BURGER, RMC
Township Clerk

FOR THE BIDDER:

_____
NAME/TITLE (PLEASE PRINT)

_____
SIGNATURE

WITNESS/ATTEST:

_____
PRINT NAME
SECRETARY/ASSISTANT SECRETARY

_____
SIGNATURE

(If corporation, affix corporate seal)

SCOPE OF WORK

1. BOARD ATTORNEY/CONFLICT ATTORNEY

1. Qualified candidates must provide proof of at least five (5) years experience as a municipal zoning board attorney and five (5) years experience in the legal aspects of municipal zoning boards. Extensive work and knowledge of the Municipal Land Use Law, experience in devising Master Plans and COAH experience.
2. Names and resumes of all the individuals who may perform these services.
3. A list of references and record of success.
4. Demonstration of area of expertise of staff.
5. A description of the individual or firm's ability to provide the service or complete the activity in a timely fashion or as required by the Township.
6. A fee schedule for the firm.
7. If applicant bills hourly, please define when this is applied.
8. Identify the set cost for meeting attendance (no transportation charges). Also provide what service is included in this fee.
9. Include the fee schedule for any administrative or additional costs that you could/would provide.
10. Availability to accommodate any required meetings of the Municipality. The monthly meetings are held the third Wednesday of each month with the exception of November and December which are typically moved to a Monday to accommodate the League of Municipalities and/or holidays.
11. Proof of compliance with the Business Registration Act (P.L. 2004, c. 57) and proof of registration with the New Jersey Department of Treasury, Division of Revenue. If these proofs have been previously provided and are on file with the Township, the Township may waive this requirement.
12. Proof of compliance with all requirements of P.L. 1975, c.127 (N.J.S.A. 10:5-31 through 10:5-38) and all duly adopted Affirmative Action Regulations (N.J.A.C. 17:27).
13. Supply IRS form W-9, request for Taxpayer Identification and Certification.
14. A statement of compliance with the Township of Medford Ordinance No. 2005-16.

2. BOARD PLANNER/CONFLICT PLANNER

1. Qualified candidates must provide proof of at least five (5) years experience as a municipal zoning board planner, five (5) years experience with municipal zoning boards, extensive work and knowledge with the Municipal Land Use Law, experience in devising and updating Master Plans and experience in water and sewer issues.
2. Names and resumes of all the individuals who may perform these services.
3. A list of references and record of success.
4. Demonstration of area of expertise of staff.
5. A description of the individual or firm's ability to provide the service or complete the activity in a timely fashion or as required by the Township.
6. A fee schedule for the firm.

7. No fees will be charged for attendance at public meeting (once per month).
8. Availability to accommodate any required meetings of the Municipality.
9. Proof of compliance with the Business Registration Act (P.L. 2004, c. 57) and proof of registration with the New Jersey Department of Treasury, Division of Revenue. If these proofs have been previously provided and are on file with the Township, the Township may waive this requirement.
10. Proof of compliance with all requirements of P.L. 1975, c.127 (N.J.S.A. 10:5-31 through 10:5-38) and all duly adopted Affirmative Action Regulations (N.J.A.C. 17:27).
11. Supply IRS form W-9, request for Taxpayer Identification and Certification.
12. A statement of compliance with the Township of Medford Pay to Play Ordinance No. 2005-16.

3. BOARD ENGINEER/CONFLCIT ENGINEER

1. Qualified candidates must provide proof of at least five (5) years experience as an appointed engineer to a zoning board, five (5) years experience with engineering aspects of the Municipal Land Use Law, experience in devising and updating Master Plans.
2. Names and resumes of all the individuals who may perform these services.
3. A list of references and record of success.
4. Demonstration of area of expertise of staff.
5. A description of the individual or firm's ability to provide the service or complete the activity in a timely fashion or as required by the Township.
6. A fee schedule for the firm.
7. Availability to accommodate any required meetings of the Municipality.
8. Proof of compliance with the Business Registration Act (P.L. 2004, c. 57) and proof of registration with the New Jersey Department of Treasury, Division of Revenue. If these proofs have been previously provided and are on file with the Township, the Township may waive this requirement.
9. Proof of compliance with all requirements of P.L. 1975, c.127 (N.J.S.A. 10:5-31 through 10:5-38) and all duly adopted Affirmative Action Regulations (N.J.A.C. 17:27).
10. Supply IRS form W-9, request for Taxpayer Identification and Certification.
11. A statement of compliance with the Township of Medford Pay to Play Ordinance No. 2005-16.

SEALED RESPONSES

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

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

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

   The above mentioned standardized documents are available on the Township of Medford website at www.medfordtownship.com under the heading "Current Bidding Opportunities/Notice of Solicitation for Professional Service".

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

3. The above noted Standardized Professional Service RFP - RFP PROPOSAL FORMS include:
   a. The "Proposal Form" signed and dated by the provider, clearly referencing any additional sheets or attachments (such as a submission letter, provider service or experience description, and/or fee schedule).
   b. A signed and notarized "Non-Collusion Affidavit."
   c. A signed "Disclosure of Ownership form".

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

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

SUBMISSION DEADLINE AND PUBLIC READING

Sealed responses must be received in the Township of Medford, Attn: Township Clerk, 17 North Main Street, Medford, NJ 08055 on or before the date and time ("due date" set forth in this notice (also referred to as the "submission deadline"). The Township of Medford Township Clerk and/or her designated representative will receive submissions up to the submission deadline noted in the Notice to Bidders and will immediately thereafter publicly open all submissions received in the Manager's Conference Room of the Medford Municipal Building, where and at which time submissions will be read aloud and otherwise be available for public scrutiny.

The Township of Medford reserves the right to extend the submission deadline at any time prior to opening of the sealed submissions, to reject all submissions without the need for cause or prior

notice, to reject particular submissions due to defects in mandatory items, to waive non-mandatory items and to accept any submissions that in their judgment will be in the best interest of the Township of Medford.

APPLICANT TERMS AND CONDITIONS

Proposals will be evaluated by the Township Committee and/or sub-committees of the Township of Medford on the basis of the most advantageous, price and other factors considered but not limited to the following:

- Knowledge of the administrative structure of the Township of Medford and subject matter to be addressed under the contract.
- Individual designated by the applicant and approved by Township is required to attend all regular scheduled meetings as required by Township of Medford. If the designated individual is unable to attend they must notify the Township in advance and have the individual to attend the meeting approved by Township of Medford.
- Applicant must respond to Township inquiries within 24 hours.
- Applicant must be available to accommodate any Special meetings as required by the Township;
- Applicant will provide written proposals for specific projects as required by Township.

Applicant must provide a compensation schedule.

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

Other factors that may reasonably impact the Township in 2017.

EXHIBIT A

MEETING SCHEDULES

The Zoning Board meets the 3rd Wednesday of each month at 7:30pm. The 2017 Schedule is as follows but is subject to change.

*January 18th @ 7:00pm
February 15th
March 15th
April 19th
May 17th
June 21st
July 19th
August 16th
September 20th
October 18th
*November 13th
*December 13th

*Dates are subject to change upon vote of the Board at the reorganization meeting in January.

EXHIBIT B

EVALUATION SHEET

TOWNSHIP OF MEDFORD

EVALUATORS NAME _____
COMPANY NAME _____

Write NA if category does not apply.

Understanding the Requested Work 10 Points				
Category	**0 Points**	**1 - 2 Points**	**3 - 4 Points**	**Points Given**
Demonstrates clear understanding	Does Not demonstrate clear understanding	Proposal points are adequately defined	Proposal is clear, readable and precise	
	0 Points	**1 - 2 Points**	**3 Points**	
Completeness and responsiveness to RFP	Does not address major requirements	Proposal absent some non-critical points	Proposal complete and responsive	
Compliance with instructions and requests	Does not comply	Complies substantially	Complies with all instructions and requests	

Knowledge and Professional Compliance 25 Points				
Category	**0 - 2 Points**	**3 - 4 Points**	**5 - 6 Points**	**Points Given**
Education and training of employees, suitability to perform the required tasks	Minimal training, no formal education, new performer	Some prior experience, some training and documented performance	High level of education and training, well proven performance	

	0 Points	**1 - 2 Points**	**3 - 7 Points**	
Does respondent have the character, integrity, reputation, judgment, experience & efficiency required by the contractor **OR** Expert methods, process & resources to be utilized	Not adequately documented	Proposal uses come current technology	Well documented use of the latest technologies	
	0 Points	**1 - 2 Points**	**3 - 4 Points**	
QA/QC Process	Not adequately documented	QA/QC documented, but with little oversight	QA/QC documented with significant oversight	
	0 Points	**1 - 3 Points**	**4 - 8 Points**	
Primary contractor vs. subcontracted resources. Depending on nature of sub & percentage of project.	More than one subcontractor	Only one subcontractor providing 50% of resources to be used	Primary contractor will do entire project	

Ability to Perform Services in a Timely Manner 15 Points				
Category	**0 Points**	**1 - 2 Points**	**3 - 4 Points**	**Points Given**
Scheduling Timeline	Cannot meet schedule	Meets most of schedule	Meets entire schedule	
	0 - 1 Points	**2 - 3 Points**	**4 - 6 Points**	
Personnel & Resources	May not be sufficient	Sufficient for project	Dedicated resources	
	0 - 2 Points	**3 - 4 Points**	**5 Points**	
Primary Contractor relationship subcontractors	Primary contractor has not worked with subcontractor	Primary contractor has limited experience with subcontractor	No subcontractor or a proven record with subcontractor	

Management, Experience and Personnel Qualifications 25 Points				
Category	**0 Points**	**1 - 2 Points**	**3 Points**	**Points Given**
Project Management Plan	Not demonstrated as sound	Plan is average	Plan is sound and detailed	
Project Management Team	Does not meet qualifications	Qualified but little experience working together	Well qualified and has collaborated on similar projects	
	0 Points	**1 - 2 Points**	**3 - 5 Points**	
Record of reliability and quality of service	Not documented	Some documentation	Track record of high quality	
	0 - 1 Points	**2 - 4 Points**	**5 - 7 Points**	
Scope of Work Experience	Few related projects	Some similar projects	Numerous similar projects	
Experience in performing similar work by employees	Limited experience	Good experience	Exceptional experience	

Management, Experience and Personnel Qualifications 25 Points				
Category	**0 Points**	**2 Points**	**2 Points**	**Points Given**
Explanation of costs	Costs not explained	Some correlation provided	Well documented	
	0 - 1 Points	**5 - 10 Points**	**11 - 15 Points**	
Cost comparison	Highest Third in salary dollars	Middle Third in salary dollars	Lowest Third in salary dollars	
	0 - 1 Points	**2 - 3 Points**	**4 - 6 Points**	
Other costs, Copies, travel, etc…	Travel and copy cost in excess of OPRA	Copy cost equal to OPRA costs	None	

	0 Points	**1 - 2 Points**	**3 Points**	
Additional Services	No needed additional services identified	Possible additional services identified, costs not included	Needed additional services identified and included	
			TOTAL POINTS AWARDED	