**TOWNSHIP OF MEDFORD**

Burlington County New Jersey

**REQUEST FOR PROPOSALS**

Township 2025  
Professional Services

AFFORDABLE HOUSING

ADMINISTRATIVE AGENT

RFP Opening Date – Wednesday, March 12, 2025

**Time – 10:30 AM**

|  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| |  |  | | --- | --- | | Medford Township Council | | | Erik Rebstock | Mayor | | Michael Czyzyk | Deputy Mayor | | Charles Watson | Council Member | | Donna Symons | Council Member | | Bethany Milk | Council Member | |

# 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 Township Clerk on Wednesday, March 12, 2025 at 10:30 A.M. local prevailing time in the Manager’s Conference Room at the Municipal Building, 49 Union Street, Medford, NJ 08055, at which time and place responses will be opened for:

|  |  |  |  |
| --- | --- | --- | --- |
|  |  | Affordable Housing Planner |  |
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**TOWNSHIP 2025 PROFESSIONAL SERVICES**

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.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Township Clerk

# PROPOSAL FORM

The undersigned declares that they have read the included Notice, Instructions, Affidavits and Scope of Services, 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.

Please indicate the Professional Service/Title for which you are Submitting:

|  |  |  |
| --- | --- | --- |
| **Professional Service** |  | **Please Check** |
| Affordable Housing Administrative Agent |  |  |
|  |  |  |

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

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| --- |
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(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.

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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.

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

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| Fax Number |  |  |

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|  |  |  |
|  |  | Signature |
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| Sworn and subscribed to before me on  this \_\_\_\_\_\_\_\_ day of |  |  |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_ |  | Signature of Notary |
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|  |  |  |
|  |  |  |
| *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 " [State of NJ - Department of the Treasury - Division of Revenue Business Registration Certificate](https://www.nj.gov/treasury/revenue/busregcert.shtml) ".

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, 49 Union 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.

**TOWNSHIP OF MEDFORD**

**COMBINED REQUEST FOR QUALIFICATIONS**

**AND REQUEST FOR PROPOSALS**

**2025 ANNUAL PROFESSIONAL SERVICES CONTRACTS –**

**AFFORDABLE HOUSING**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Please take notice that the Township of Medford is soliciting Qualification Statements and Proposals through the fair and open process set forth in N.J.S.A. 19:44A-20.4, et seq., from interested and qualified persons and/or firms for the following professional services:

AFFORDABLE HOUSING ADMINISTRATIVE AGENT

**I. Qualification Requirements:** (Acknowledge by initialing each requisite.)

A. Vendor/Firm qualifications:

\_\_\_\_\_ Must have a minimum of five (5) years’ experience in administering housing rehabilitation and/or affordable housing programs for income-qualified individuals to include:

* determining program eligibility according to State and/or federal guidelines for low and moderate income households;
* qualifying and working with home improvement and/or construction firms to bring building envelope and mechanical systems in dwellings up to current uniform construction code standards;
* working with Project Sponsors of new or rehabilitated affordable housing units to fill available units with qualified applicants;
* working with applicants to assist them in completing project applications, soliciting quotes from qualified contractors, recommending qualifying projects to the Township and coordinating all accompanying documentation;
* ensuring contractors maintain construction or rehabilitation schedules to complete the necessary work including recommending periodic payments based upon progress of work completed;
* Maintaining lists of affordable housing units within municipalities having an affordable housing obligation, along with maintaining waiting lists where the number of applicants exceeds available affordable housing units;
* marketing affordable housing programs and/or housing rehabilitation programs to qualified audiences; and keeping program manuals up to current standards.

Give a *brief* summary of your company’s history as an Affordable Housing services provider. \_\_\_\_\_ (no more than one page; Include/Attach in your response to this RFQ/RFP.)

\_\_\_\_\_ Attach a list of contracts with public agencies in the vicinity of Burlington County (up to a maximum of 10 agencies) where your firm has served as the Administrative Agent or Program Manager for affordable housing and/or housing rehabilitation programs, indicating the name of the public agency, the term of the contract, a summary description of the nature of the contract, contract amount and status of the contract (e.g., concluded, renewed, suspended, canceled, new, etc.). The contract listing may encompass contracts covering the years 2017 through the present.

B. Program staff qualifications:

\_\_\_\_\_ Attach resumes or summaries of the company’s program staff’s qualifications for program managers and subconsultants to be assigned to provide services under a contract with Medford Township. The firm shall either employ or have a contract with a professional planner to perform certain responsibilities outlined in this RFQ/RFP. Be certain to highlight any staff possessing **an Affordable Housing Professional Certification through the Rutgers Center for Government Services.**

C. Background checks:

\_\_\_\_\_ Due to having direct access to residents’ or prospective residents’ personal financial information, the vendor/firm agrees to require all program managers or consultants assigned to the contract to undergo a criminal history records check by submitting their fingerprints to the Medford Township Police Department prior to performing any services on behalf of the Township.

**II. Performance Capabilities:**

\_\_\_\_\_ Vendor/Firm warrants that it has sufficient, qualified staff to administer the terms of the affordable housing program as outlined in this Request for Proposals and in accordance with NJ State law pertaining to the duties of an Affordable Housing Administrative Agent.

\_\_\_\_\_ Vendor/Firm confirms that its staff will meet with applicants at other locations convenient to the parties such as the Medford Township Municipal Building or the Medford Library, for the purposes of fulfilling the program requirements outlined herein.

\_\_\_\_\_ Provide a one to two page summary of your firm’s experience in administering affordable housing and/or housing rehabilitation programs. The summary should provide statistics demonstrating the vendor’s success in terms of the number of households qualified and placed into affordable units and/or the number of dwelling units that were rehabilitated up to current standards. The firm may also include statistics on households that did not either obtain affordable housing or complete a rehabilitation project so long as the statistic depict how far along in the process the applicants completed. Although Sec. I, Par. A. requested a maximum of 10 public agency contracts, the firm may choose to include the number of public and non-profit agencies it has assisted in administering housing and housing rehabilitation programs from 2014 through the present.

**III.** **Duties and Responsibilities:**

**SCOPE OF SERVICES:**

The purpose of appointing an Administrative Agent for Affordable Housing is to assist Medford Township in complying with the Fair Housing Act **N.J.S.A. 52:27D-301 et seq.** and its legal obligation to make affordable housing opportunities available to income-qualified individuals as outlined in Section 613 of the Medford Township Code.

**A. Oversight of Affordable Housing Units**

1. Perform duties in support of the Municipal Housing Element as specified in N.J.S.A. 52:27D-310. Vendor acknowledges that much of this work has already been done and/or may be delegated by the Township to other Township professionals as a group effort. The responsibilities entailed herewith shall be as assigned by the Township Manager with concurrence by the Township Solicitor.

2. Ensure compliance with implementing regulations - Uniform Housing Affordability Controls (UHAC), as detailed in N.J.A.C. 5:80-26.1 et seq. for the sale or lease of affordable housing units in Medford to income qualified individuals or families. This responsibility may encompass securing written acknowledgments from all developers, affordable housing sponsors and owners that no restricted unit can be offered or in any other way committed to any person other than an individual or household duly certified by the Administrative Agent.

3. Perform the duties of an Administrative Agent as indicated in N.J.A.C. 5:80-26.14(a):

**a. Waitlist Management**

* Maintaining an applicant pool and waiting list for rental units with at least two years' worth of applicants for anticipated units available;
* Sending annual letters to all tenants of affordable dwelling units, providing them with the maximum allowable rents and the contact information for the Vendor where complaints of excess rents can be reported pursuant to N.J.A.C. 5:80-26.18(d)4; and
* Notification of annual allowable rent increases sent to landlords upon the release of the annual Affordable Housing Regional Income Limits by Household Size.

**b. Household Certification**

* Soliciting, scheduling, conducting and following up on interviews with interested households;
* Conducting interviews and obtaining sufficient documentation of gross income and assets upon which to base a determination of income eligibility for placement in very-low, low- or moderate- income units;
* Requiring that all certified applicants for restricted units execute a certificate substantially in the form, as applicable, of either the ownership or rental certificates set forth in Appendices J and K of N.J.A.C. 5:80-26.1, et. seq.;
* Ensuring ongoing compliance with N.J.A.C. 5:80-26.7(a) and those set forth in 5:80-26.18 et seq.

**c. Lotteries and Compliance:**

* As the need arises, facilitate a lottery for available affordable housing units by employing a random selection process as provided in the Program Manual and/or Affirmative Marketing Plan of the Township.

4. When designated:

* + Assist in identifying or excluding parcels suitable (or not suitable) for affordable housing under N.J.S.A. 52:27D-310.1 and -311;
  + Provide input or recommendations on techniques to meet the Township’s affordable housing obligations including, where reasonable, the use of tax abatements, federal or State subsidies and/or financing, and use of the Township’s affordable housing trust funds to facilitate the construction or rehabilitation of housing units;
  + For affordable units nearing the end of affordability deed restrictions, evaluate and recommend the continuance or extension of deed restrictions; and
  + Furnish input into or advice in how to achieve compliance with N.J.S.A. 52-27D-329.1 for the housing element or fair share plan.

5. Enforcement:

* + Working with the Municipal Housing Liaison, ensure compliance with affirmative marketing efforts pursuant to N.J.S.A. 52:27D-321.6, including assessing fines for non-compliance.

**B. Marketing of Affordable Housing opportunities**

1. Development of or support for an Affirmative Marketing Plan – Vendor acknowledges that the Township has a webpage dedicated to Affordable Housing: <https://medfordtownship.com/affordable-housing/>. Vendor shall work with the Municipal Housing Liaison on updating the Affirmative Marketing Plan to direct potential eligible residents to the housing opportunities outlined on the Township’s dedicated webpage, and shall recommend cost-effective strategies that will reach a diverse array of qualified candidates for affordable housing including individuals with disabilities and disabled Veterans.

2. Oversee, implement and ensure that the Township’s marketing efforts reach a broad audience, which may include gathering and evaluating the Township’s previous efforts to identify gaps in the Township’s affirmative marketing strategy:

* Assist the Township with the preparation of an updated Affirmative Marketing Plan consistent with the provisions of N.J.A.C. 5:80-26.15;
* Conduct an outreach process to ensure affirmative marketing of affordable housing units in accordance with the Affirmative Marketing Plan of the Township and the provisions of N.J.A.C.- 5:80-26.15;
* Ensure that new development/waiting lists are posted on the New Jersey Housing Resource Center website (www.njhrc.gov) at least 60 days prior to holding a lottery, pursuant to P.L.2O20, c.51 (C.52:27D-321.3 et seq.);
* Market units in accordance with the Fair Chance in Housing Act (enacted 1/1/2022);
* Attend continuing education opportunities on affordability controls, compliance monitoring, and affirmative marketing as sponsored or endorsed by Fair Share Housing Center; and
* Provide counseling or referrals to counseling services to low- and moderate-income applicants on subjects such as budgeting, credit issues, mortgage qualification, rental lease requirements, and landlord/tenant law.

3. If the Township re-launches its Housing Improvement (Rehabilitation) Program (HIP), coordinate with the designated HIP administrator on collaborative marketing, and record the HIP’s achievements towards the Township’s current or prospective affordable housing obligations.

**C. Creation or Revision of a Program Manual**

Create, review, update and (re-)publish a written operating manual, consistent with guidance provided by the Fair Share Housing Center, setting forth procedures for administering affordability controls. The manual shall be published on the Township’s Affordable Housing webpage and shall be written in “plain English” containing the content required in N.J.A.C. 5:80-26.14(b).

**D. Public Records**

Records generated, received, retained, retrieved, or transmitted under the terms of this contract may constitute public records of the municipality as defined by N.J.S.A. 47:3-16, and are legal property of the municipality. The Vendor appointed as Administrative Agent agrees to administer, disclose and dispose of such records in compliance with the State's public records laws and associated administrative rules.

Records contemplated herein include, but are not limited to, operating manuals, Affirmative Marketing Plans, applications from interested households, random selection activities, applicant waiting lists, household eligibility determinations, communications with owners and property managers, affordability controls documentation for the sale of restricted units, rental rates for affordable units, cancellations of recapture mortgages, annual mailings about restrictions, continuing certificates of occupancy, annual activity reports, and information on HUD approved Housing Counseling Programs.

**E. Annual Report**

In accordance with applicable regulations, produce and transmit an annual report of the Township’s efforts and activities to meet its affordable housing obligations to the designated State agency or entity and provide copies of same to the Township Council, Township Manager, Township Solicitor and Municipal Housing Liaison for posting on the Township’s website.

**IV. Pricing and terms:**

**COST PROPOSAL – DURATION: APRIL 1, 2025 to MARCH 31, 2026**

**ADMINISTRATIVE AGENT SERVICES:**

|  |  |  |
| --- | --- | --- |
| **Service** | | **Fees** |
| Waitlist Management services under Sec. III, Par. A, Sub. 3.a. (copying and postage to be billed separately as line item charges) | | Monthly fee:  Copying charges:  (per page) |
| Household Certification (case management) services under Sec. III, Par. A., Sub. 3.b (to be charged per applicant/household) | | Per case fee (applicant/household): |
| Lottery Administration services under Sec. III, Par. A., Sub. 3.c. (complete) | | (Per Lottery) |
| Professional Services and Enforcement under Sec. III, Par. A., Sub 4 & 5 | | (Per Hour – may offer different hourly rates per role – e.g., professional planner, program manager, etc.) |
| Affirmative Marketing Plan:  Preparation or update of Affirmative Marketing Plan along with estimated budget for implementing same under Sec. III, Par. B. Sub. 1. (Note: do not include estimated budget under “Fees”) | | (Lump Sum Fee) |
| Implementation of Affirmative Marketing Plan under Sec. III, Par. B., Sub. 2. (copying, postage and advertising expenses to be bill separately as line item charges) | | (Per Hour – may offer different hourly rates per role – e.g., program manager, marketer, etc.) |
| Program Manual:  Preparation or update of operating manual under Sec. III, Par. C. | (Lump Sum Fee) | |
| Annual Report:  Preparation and submission of an annual report under Sec. III, Par. E. | (Lump Sum Fee) | |
| Miscellaneous Administrative Duties:  Such as Public Records management under Sec. III, Par. D. and non-technical tasks: | (Per Hour – may offer different hourly rates per role – e.g., program assistant, clerk, etc.) | |
| Additional Services required to carry out responsibilities of an Administrative Agent (specify examples). | (Per Hour – may offer different hourly rates per role) | |

## **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.

* 1. The Township shall not pay for travel time
  2. 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 2025.

# 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:

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|  |  |  | **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 | **✓** |  |  |
| 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 | **✓** |  |  |
| Disclosure of Investment Activities in Iran Form | **✓** |  |  |
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Failure to provide the following items, as checked, MAY result in your bid being disqualified or a request for clarification issued.

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|  |  |  | **Initials** |
| CD Rom or USB Drive copy of RFP proposal on the proposal forms contained in bid package and supporting documentation formatted in PDF | **✓** |  |  |
| CD Rom copy or USB Drive 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:

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|  |  |  | **Initials** |
| Business Registration Certificate | **✓** |  |  |

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

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|  |  |  | **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.***

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

# 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.

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

(REVISED 4/10)

# 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.

# 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 bonafide employees of or bonafide established commercial selling agencies maintained by the applicant.

|  |  |  |
| --- | --- | --- |
| Sworn and subscribed to before me on \_\_\_\_\_\_\_ this day of |  |  |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_ |  |  |
|  |  |  |
|  |  | Signature |
|  |  |  |
|  |  | Print Name |
| Signature of Notary |  |  |
|  |  |  |
| Print Name |  |  |

# RESPONSIBLE BIDDER’S CHECKLIST

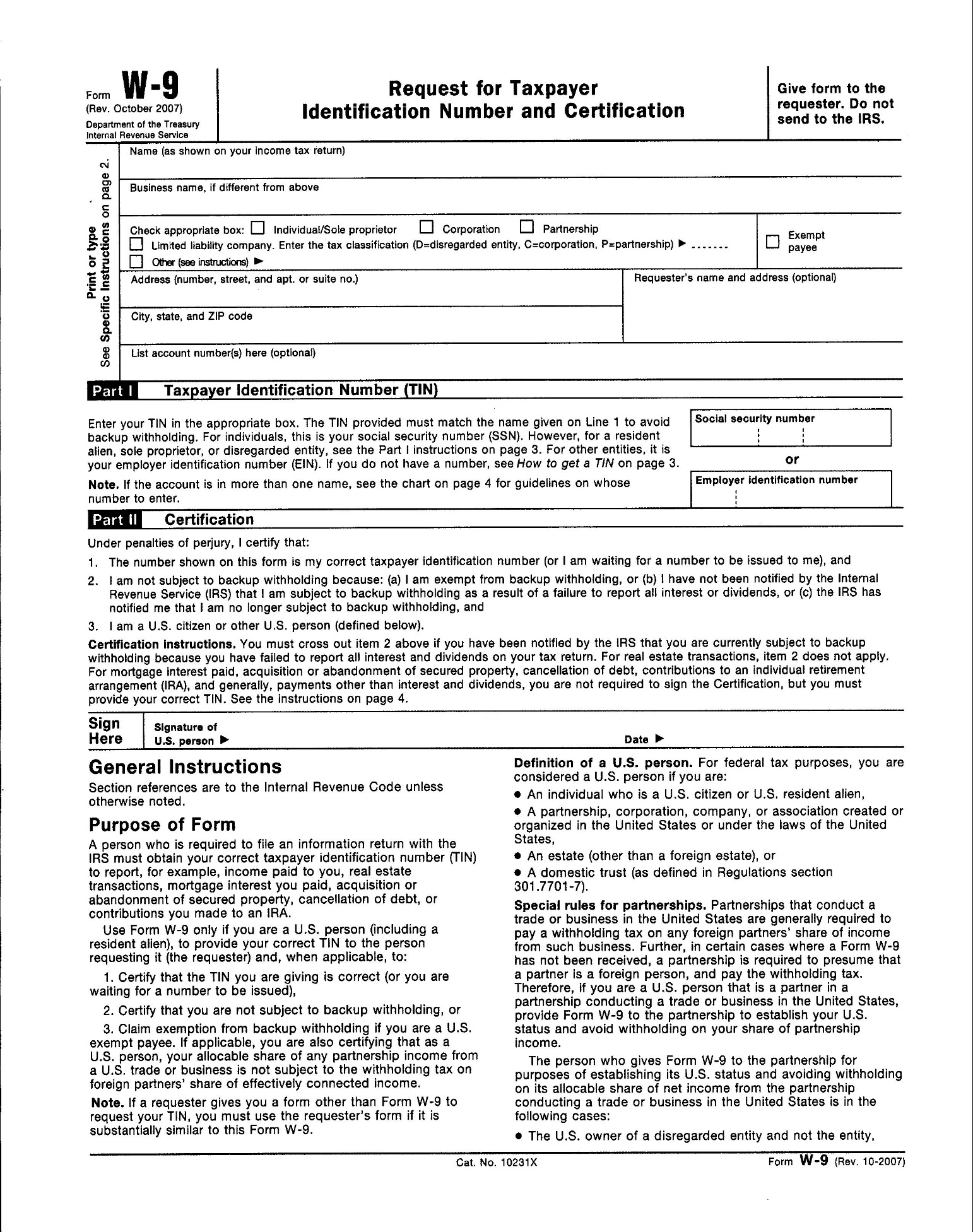
**The following are screening statements which shall be used to determine whether or not a prospective applicant is responsible to enter into a contract with the Township of Medford.**

**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 Council 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 |
| 1. 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 |
| 1. 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 |
| 1. 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 |
| 1. 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



# 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: |  |



**STATE OF NEW JERSEY**

**DEPARTMENT OF THE TREASURY**

**DIVISION OF PURCHASE AND PROPERTY**

**33 WEST STATE STREET, P.O. BOX 230**

**TRENTON, NEW JERSEY 08625-0230**

**DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM**

**BID** **SOLICITATION #**: **VENDOR/BIDDER:**

**PART 2**

**PLEASE PROVIDE ADDITIONAL INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN**

If you checked box “B” above, provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, engaged in the investment activities in Iran by completing the boxes below:

**ENTITY NAME:**

**RELATIONSHIP TO VENDOR/BIDDER:**

**DESCRIPTION OF ACTIVITIES:**

**DURATION OF ENGAGEMENT:**

**ANTICIPATED CESSATION DATE:**

**VENDOR/BIDDER CONTACT NAME:**

**VENDOR/BIDDER CONTACT PHONE No.:**

**PART 1**

**CERTIFICATION**

**VENDOR/BIDDER MUST COMPLETE PART 1 BY CHECKING ONE OF THE BOXES**

**FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE**

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 neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of the Treasury’s Chapter 25 list as a person or entity engaged in investment activities in Iran. The Chapter 25 list is found on the Division’s website at http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf. Vendors/Bidders **must** review this list prior to completing the below certification. **Failure to complete the certification will render a Vendor's/Bidder’s proposal non-responsive**. If the Director of the Division of Purchase and Property finds a person or entity to be in violation of the law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

**CHECK THE APPROPRIATE BOX**

\_\_\_\_ A. I certify, pursuant to Public Law 2012, c. 25, that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury’s list of entities determined to be engaged in prohibited

***OR*** activities in Iran pursuant to P.L. 2012, c. 25 (“Chapter 25 List”). Disregard Part 2 and complete and sign the Certification below.

\_\_\_\_ B. I am unable to certify as above because the Vendor/Bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department’s Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such information will result in the proposal being rendered as nonresponsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

**CERTIFICATION**

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

Signature Date

Print Name and Title



**CERTIFICATION OF NON‐INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS**

*(Check the Appropriate Box)*

A.

***OR***

B.

***OR***

C.

(*Attach Additional Sheets If Necessary.)*

Signature of Vendor’s Authorized Representative

Date

Print Name and Title of Vendor’s Authorized Representative

Vendor’s FEIN

Vendor’s Name

Vendor’s Phone Number

Vendor’s Address (Street Address)

Vendor’s Fax Number

Vendor’s Address (City/State/Zip Code)

Vendor’s Email Address

i

Pursuant to N.J.S.A. 52:32-60.1, et seq. ([L. 2022, c. 3](https://pub.njleg.state.nj.us/Bills/2022/PL22/3_.PDF)) any person or entity (hereinafter “Vendor[i](#_bookmark0)”) that seeks to enter into or renew a contract with a State agency for the provision of goods or services, or the purchase of bonds or other obligations, must complete the certification below indicating whether or not the Vendor is identified on the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list available here: [https://sanctionssearch.ofac.treas.gov/.](https://sanctionssearch.ofac.treas.gov/) If the Department of the Treasury finds that a Vendor has made a certification in violation of the law, it shall take any action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, certify that I have read the definition of “Vendor” below, and have reviewed the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, and having done so certify:

That I am unable to certify as to “A” above, because the Vendor is identified on the [OFAC Specially](https://sanctionssearch.ofac.treas.gov/) [Designated Nationals and Blocked Persons list.](https://sanctionssearch.ofac.treas.gov/) However, the Vendor is engaged in activity related to Russia and/or Belarus consistent with federal law, regulation, license or exemption. A detailed description of how the Vendor’s activity related to Russia and/or Belarus is consistent with federal law is set forth below.

That the Vendor is not identified on the [OFAC Specially Designated Nationals and Blocked Persons list](https://sanctionssearch.ofac.treas.gov/) on account of activity related to Russia and/or Belarus.

That I am unable to certify as to “A” above, because the Vendor is identified on the [OFAC Specially](https://sanctionssearch.ofac.treas.gov/) [Designated Nationals and Blocked Persons list](https://sanctionssearch.ofac.treas.gov/) on account of activity related to Russia and/or Belarus.

Vendor means: (1) A natural person, corporation, company, limited partnership, limited liability partnership, limited liability company,

group; (2) Any governmental entity or instrumentality of a government, including a multilateral development institution, as defined in Section 1701(c)(3) of the International Financial Institutions Act, 22 U.S.C. 262r(c)(3); or (3) Any parent, successor, subunit, direct or indirect subsidiary, or any entity under common ownership or control with, any entity described in paragraph (1) or (2).

NJ Rev. 1.22.2024

business association, sole proprietorship, joint venture, partnership, society, trust, or any other nongovernmental entity, organization, or

**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 or USB Drive of their proposal and the resumes of the designated individual(s) and principles of the business entity at the time of submission.**

## **PROPOSAL FORM**

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

## **SIGNATURE ON PROPOSAL FORM**

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

## **QUESTIONS/CHALLENGES**

Should any applicant be in doubt as to the intent of this Request for Proposal, they should immediately notify the 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 Municipal Clerk no later than three (3) business days prior to the proposal opening date. Challenges files after that time shall be considered void and having no impact on the contracting unit or the award of the contract.

## **INTERPRETATIONS AND ADDENDA**

1. The applicant is responsible for understanding all of the proposal documents that have been+ provided by the 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 Municipal Clerk. If the applicant fails to notify the Township of such ambiguities, errors or omissions, the applicant shall be bound by the proposal.

No oral interpretation of the meaning of the Request for Proposal will be made to any applicant. Every request for an interpretation shall be in writing, addressed to the Municipal Clerk. In order to be given consideration, written requests for interpretation must be received at least ten (10) days prior to the date fixed for the opening of the proposals. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications, and will be

distributed to all prospective applicants in accordance with statute. All addenda so issued shall become part of the contract documents, and shall be acknowledge by the applicant in the proposal. The 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 contract for convenience by providing thirty (30) calendar days advance notice to the applicant.
2. TERMINATION FOR DEFAULT: If the applicant fails to meet deadlines, or fails to provide the agreed upon services, and or material altogether, a termination for default will be issued, but only after the 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. Bidder/Vendor shall supply a Certificate of Insurance evidencing the satisfaction of minimum insurance coverage requirements for this RFP, which shall be supplied prior to execution of a contract between Medford and the professional vendor awarded a professional services contract.

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

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

1. 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.

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. Bidder/Vendor shall not be required to obtain an insurance policy/endorsement requiring an undertaking by the insurance carrier not to cancel the policy or reduce the limits except upon thirty days notice to the 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.

# 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, 49 Union Street, Medford, New Jersey 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 Council 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*.

4. 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 March 31, 2026. 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 Mayor, attested by its Township Clerk and its seal to be affixed pursuant to the resolution of the Township Council 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 on the date and year first above written.

|  |  |  |  |
| --- | --- | --- | --- |
|  |  | | **FOR THE TOWNSHIP**: |
|  | |  |  |
|  | |  | Mayor, |
| **ATTEST**: | |  |  |
|  | |  |  |
| Tara Wicker, RMC  Township Clerk | |  |  |
|  | |  |  |
|  | |  |  |
|  | |  |  |
|  | |  |  |
|  | |  | **FOR THE** **BIDDER**: |
|  | |  |  |
|  | |  | NAME/TITLE (PLEASE PRINT) |
|  | |  |  |
|  | |  | SIGNATURE |
| **WITNESS/ATTEST**: | |  |  |
|  | |  |  |
| PRINT NAME  SECRETARY/ASSISTANT SECRETARY | |  |  |
|  | |  |  |
| SIGNATURE | |  |  |
|  | |  |  |
| (If corporation, affix corporate seal) | |  |  |

# EXHIBIT A

## **Meeting Schedules**

The Township Council meets the 1st and 3rd Tuesday of each month at 6:30 pm. The 2025 Schedule is as follows, but is subject to change

|  |
| --- |
| January 7th and 21st |
| February 4th and 18th |
| March 4th and 18th |
| April 1st and 15th |
| May 6th and 20th |
| June 17th |
| July 15th |
| August 19th |
| September 16th |
| October 7th and 21st |
| November 6th and 20th (Thursdays) |
| December 2nd and 16th |

# EXHIBIT B

## **Evaluation Sheet**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| TOWNSHIP OF MEDFORD | |  |  | Write NA if category does not apply. | |
|  |  |  |  |
| EVALUATORS NAME |  |  |  |
| COMPANY NAME |  |  |  |
|  |  |  |  |
| **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 |  | |

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| 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** | |  | | |