

TOWNSHIP OF HARDING

MORRIS COUNTY

NEW JERSEY

**CONTRACT NAME: PROFESSIONAL PLANNING SERVICES
TO THE PLANNING BOARD,
BOARD OF ADJUSTMENT AND TOWNSHIP COMMITTEE**

Issued: October 26, 2016

HARDING TOWNSHIP COMMITTEE

**Nic Platt
Dev Modi**

Nanette DiTosto

**Timothy Jones
Christopher Yates**

**BUSINESS ADMINISTRATOR
Gail W. McKane**

**TOWNSHIP CLERK
Gail W. McKane**

**CHIEF FINANCIAL OFFICER
Himanshu Shau**

**TOWNSHIP ATTORNEY
Mark Roselli, Esq.**

CONSULTANT: _____

ADDRESS: _____

TEL. NO. _____

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NOTICE OF REQUEST FOR PROPOSALS/QUALIFICATIONS

The Township of Harding invites proposals for:

PROFESSIONAL PLANNING SERVICES TO THE PLANNING BOARD, BOARD OF ADJUSTMENT AND TOWNSHIP COMMITTEE

Proposals will be opened in public for consideration by the Township of Harding, Harding Municipal Offices, 21 Blue Mill Road, New Vernon, NJ 07976, Administration Conference Room, on November 8, 2016 at 11:00 a.m. prevailing time. It shall be noted that no action will take place other than opening the proposals and submitters do not need to be present. All proposals shall be received at the Township of Harding's Administration Office, 2nd Floor any time prior to 11:00 a.m. on November 8, 2016. Proposals arriving after 11:00 am will not be accepted.

Proposals shall be made on the standard proposal form and be enclosed in a sealed envelope addressed to the Township Administrator at the above address. The name and address for the Consultant and the name of the proposal must be printed on the face of the envelope. Proposal package should not be disassembled or duplicated. One original and three copies of the proposal must be submitted. Proposals will be rejected if not submitted within time, date and at place designated.

In all cases, in which a proposal is delivered by public or private mailing, or hand delivered, the following address and notation shall appear prominently on the front of the outside envelope:

**Contract Name: PROFESSIONAL PLANNING SERVICES TO THE PLANNING BOARD, BOARD OF ADJUSTMENT
AND TOWNSHIP COMMITTEE**

Township Administrator
Township of Harding
21 Blue Mill Road, New Vernon, NJ 07976

The proposal document shall be placed in an inside envelope which shall have the following endorsement in the upper right corner of the envelope:

Proposal for: PROFESSIONAL PLANNING SERVICES TO THE PLANNING BOARD,
BOARD OF ADJUSTMENT AND TOWNSHIP COMMITTEE
Proposal opening date: November 8, 2015
Proposal opening time: 11:00 a.m.

Consultants who elect to utilize public or private mailing for delivery of proposal assume the burden of correctly addressing the envelope.

Consultants shall comply with the Affirmative Action Requirements of P.L. 1975, C. 127 (N.J.A.C. 17:27), as amended from time to time, the Americans with Disabilities Act, and N.J.S.A. 52:25-24-2 P.L. 1977, Chapter 33.

The Township Council reserves the right to reject any and all proposals for the above listed contract in whole and/or in part which do not comply with the specification and/or the statutory requirements. The Township Council reserves the right to waive informalities as the Township may deem to be in its best interest.

All Contract documents are to be submitted intact in accordance with proposal checklist. All erasures, interpolations, and other physical changes in the proposal form shall be signed or initialed by the Consultant.

By the Order of the Township of Harding
Gail W. McKane
Township Administrator

EXHIBIT A

PROJECT SPECIFICATIONS & FEE PROPOSAL

A-1 PERIOD OF CONTRACT

A. This contract shall commence on immediately upon award and shall conclude on December 31, 2017. The period of the contract is one year.

B. **PAYMENT**- The Township shall not make any payments in advance for the services required by the RFP.

A-2 INSURANCE/BACKGROUND CHECKS

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

A-3 INSURANCE

The Consultant shall maintain during the life of the contract, insurance policies of the type and with the minimum limits indicated below and in a form satisfactory to the municipality. The Consultant shall provide a certified copy of the policies and/or certificates of insurance satisfactory to the municipality prior to commencement of work. Consultant must maintain Workers' Compensation insurance in accordance with laws of the State of New Jersey. The Consultant shall also have and maintain Employers Liability Insurance and Professional Liability Insurance.

A-4 DISCLOSURE REQUIREMENTS

Professional Service contractors are advised of the responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-20.13 (P.L. 2005, c.271, s.3) if the contractor receives contracts in excess of \$50,000 from public entities in a calendar year. It is the contractor's responsibility to determine if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us."

EXHIBIT A
(CONTINUED)

A-5 TECHNICAL SPECIFICATIONS

The purpose of this RFP is to contract for professional Planning services to the Harding Township Planning Board including but not limited to:

1. Attendance at Planning Board Meetings, Board of Adjustment Meetings, Township Committee Meetings and Technical Review Committee (TRC) Meetings as needed.
2. Work related to Land Use Applications for which escrow accounts have been established
3. Preparation of new zoning ordinances in furtherance of the Master Plan
4. Litigation on behalf of the Township.
5. Special Projects

The professional Planning consultant shall provide Planning services that are required by the Planning Board, Board of Adjustment and Township Committee in its normal course of business.

A-6 MINIMUM QUALIFICATIONS

Minimum Qualifications

Prior relevant experience as a municipal planner. The award of this contract shall be made to the person or firm submitting the proposal which is deemed to be that which is most advantageous to the municipality, price and other factors considered.

A-7 TOWNSHIP FAIR AND OPEN PROCESS

See Exhibit D attachment included herewith, entitled Township Fair and Open Process

A-8 FEE PROPOSAL TO PROVIDE THE SERVICES OUTLINED ABOVE

Attach proposed hourly rate schedule for all professionals and support staff and cost schedule (Required).

EXHIBIT B

CONSULTANTS RESPONSE SECTION

In its proposal, the vendor must include responses to all of the following:

A. Failure to submit the following documents is a mandatory cause for the proposal to be rejected.

Required Items	INITIAL
B-1) An executive summary of not more than two pages identifying and substantiating why the vendor is best qualified to provide the requested services.	
B-2) A staffing plan listing those persons who will be assigned to the engagement if the vendor is selected, including the designation of the person who would be the vendor's officer responsible for all services required under the engagement. This portion of the proposal should include the relevant resume information for the individuals who will be assigned. This information should include, at a minimum, a description of the person's relevant professional experience, years and type of experience, and number of years with the vendor.	
B-3) A description of the vendor's experience in performing services of the type described in technical specification. Specifically identify client size and specific examples of similarities with the scope of services required under technical specification.	
B-4) The location of the office, if other than the vendor's main office, at which the vendor proposes to perform services required under technical specification. Describe your presence in New Jersey.	
B-5) Provide references including the contact names, titles, address and phone numbers.	
B-6) In its proposal, the vendor must identify any existing or potential conflicts of interest, and disclose any representation of parties or other relationships that might be considered a conflict of interest with regard to this engagement, or the Township.	
B-7) Documentation that the vendor meets the minimum qualifications for the position as outlined in "Exhibit A".	
B-8) Business Registration Certificated (N.J.S.A. 40A:11-23.2)	

EXHIBIT C

PROPOSAL DOCUMENT SUBMISSION CHECKLIST

Failure to submit the following documents may be a cause for the proposal to be rejected.

Required with submission of proposal (Township's checkmarks)		Initial each item
√	Non-Collusion Affidavit – Exhibit C-1	
√	Disclosure of Ownership Exhibit C-2	
√	Affirmative Action Exhibit C-3	
√	American with Disabilities Exhibit C-4	
√	Acknowledgement of Addenda Exhibit C-5	

Required with submission of proposal (Township's checkmarks)		Initial each item
√	Experience Sheet Exhibit C-6	
√	Resolution - Corporation Exhibit C-7	
√	Debarred, Suspended & Disqualification Exhibit C-8	
√	Pay to Play Certification Exhibit C-9	
√	Fee Proposal – with hourly rate schedule for professionals and support staff and cost schedule A-8	

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

Certification of Insurance
Signed Contracts

_____√_____

SIGNATURE: **The undersigned hereby acknowledges and has submitted the above listed requirements.**

Name of CONSULTANT: _____ Signature: _____

EXHIBIT C-1

NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY

§:

COUNTY OF _____

I, _____ of the _____

of _____ in the County of _____

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

I am _____

of the firm of _____

The Consultant making the proposal for the above named project, attests that they execute the said proposal with full authority to do so; that said Consultant has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive proposals in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the _____ of _____ relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for said project.

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

(N.J.S.A. 52:34-15)

NAME OF COMPANY

Subscribed and sworn to _____

Before me this _____ day _____

Of _____ 20

(Also type or print name of affiant under signature)

NOTARY PUBLIC OF

My Commission Expires _____

EXHIBIT C-2

DISCLOSURE OF OWNERSHIP

(If the Consultant is a sole proprietorship, check here [] and do not complete this statement.)

The UNDERSIGNED, as a Consultant, in accordance with N.J.S.A. 52:25-24..2, declares and submits this Statement of Ownership:

The Consultant is a Corporation [] Partnership [] Joint Venture []

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

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

Full Name of Individual (Stockholder) (Partner)	Home Address of Individual (Stockholder) (Partner)
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____
6. _____	_____
7. _____	_____

THIS STATEMENT MUST BE INCLUDED WITH PROPOSAL SUBMISSION

Notes: Attach additional sheets in this format, if necessary.

Subscribed and sworn before me

This ____ day of _____ 20

(Notary Public)

My Commission expires:

Signature

Print Name

Title
(Corporate Seal)

EXHIBIT C-3

AFFIRMATIVE ACTION CERTIFICATION

If awarded a contract, all procurement and service contractors will be required to comply with the requirements of N.J.S.A. 10:5-31 et seq. (P.L.1975,C.127) N.J.A.C. 17:27. Within seven (7) days after receipt of the notification of intent to award the contract or receipt of the contract, whichever is sooner, the contractor should present one of the following to the Purchasing Agent:

1. A photocopy of a valid letter from the U.S. Department of Labor that the contractor has an existing federally-approved or sanctioned Affirmative Action Plan (good for one year from the date of letter).
OR
2. A photocopy of their approved Certificate of Employee Information Report.
OR
3. An Affirmative Action Employee Information Report (Form AA302)
OR
4. All successful construction contractors must submit within three days of the signing of the contract an Initial Project Manning Report (AA201) for any contract award that meets or exceeds the Public Agency bidding threshold (available upon request).

NO FIRM MAY BE ISSUED A CONTRACT UNLESS IT COMPLIES WITH THE AFFIRMATIVE ACTION REGULATIONS OF N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127) N.J.A.C. 17:27.

The following questions must be answered by all bidders:

1. Do you have a federally-approved or sanctioned Affirmative Action Program?

YES _____ NO _____

If yes, please submit a copy of such approval.

2. Do you have a State Certificate of Employee Information Report Approval?

YES _____ NO _____

If yes, please submit a copy of such certificate.

The undersigned contractor certifies that he is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 et seq (P.L.1975,c.127) and agrees to furnish the required documentation pursuant to the law.

COMPANY: _____

SIGNATURE: _____

TITLE: _____

Note: a contractor's bid must be rejected as non-responsive if a contractor fails to comply with Requirements of N.J.S.A. 10:5-31 et seq, within the time frame.

EXHIBIT A
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27:27 et seq.

GOODS, PROFESSIONAL SERVICES 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, 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 limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

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

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

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

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

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

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

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken

without regard to age, 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 Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

Signature

Date

Name and Title of Signer (Please Print or Type)

For goods, professional service and general service contracts, a letter of federal affirmative action plan approval, certificate of employee information report or an employee information report form (AA302) must be submitted at the time of Award. If the vendor/contractor does not submit one of these three (3) documents within the required time period the Owner may extend the time period to the fourteenth calendar day.

If by the fourteenth calendar day the Contractor does not submit the Affirmative Action Document, the Owner must declare the vendor/contractor as being non-responsive and award the contract to the next lowest responsible bidder.

IMPORTANT: This form must be completed by Bidder.

EXHIBIT C-4

AMERICANS WITH DISABILITIES ACT

Equal Opportunity For Individuals With Disabilities

The Consultant and the Township of Harding do hereby agree that the provision of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S12101 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 Consultant agrees that the performance shall be in strict compliance with the Act. In the event that the Consultant, its agents, servants, employees or sub- contractors violate or are alleged to have violated the Act during the performance of this contract, the Consultant shall defend the Township in any action or administrative proceeding commenced pursuant to this Act. The Consultant 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 Consultant shall, at its own expense, appear, defend and pay any and all charges for Planning 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 Consultant agrees to apropos ale 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 Consultant 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 Consultant 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 Consultant 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 Consultant pursuant to this contract will not relieve the Consultant of the obligation to comply with the Act 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 Consultant, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this agreement. Furthermore, the Consultant expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the Consultant's obligations assumed in this agreement, nor shall they be construed to relieve the Consultant 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.

Signature

Date

Name and Title of Signer (Please Print or Type)

IMPORTANT: This form must be completed by Bidder.

EXHIBIT C-7

RESOLUTION OF AUTHORIZATION IF CONSULTANT IS A CORPORATION

RESOLVED that _____ be authorized to sign and submit the proposal or proposal of this corporation for this project, and to include in such proposal the certificate as to non-collusion as the act and deed of such corporation, and for any inaccuracies or misstatements in such certificate this corporate Consultants shall be liable under the penalties of perjury. If awarded the contract(s), said individual is also authorized to sign and execute the Contract Agreement as the act and deed of such corporation.

The foregoing is a true and correct copy of the resolution adopted by _____ at a meeting of its Board of Directors held on _____ day of _____, 20 ____.

SEAL OF CORPORATION

Secretary

MAILING ADDRESS _____

SUBMITTED on _____, 20 ____

EXHIBIT C-8

Debarred, Suspended and Disqualified Consultant Affidavit

STATE OF NEW JERSEY)
)
COUNTY OF)

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

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

- I. Has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal, state or local government agency within the past 3 years;
- II. Does not have a proposed debarment pending; and
- III. Has not been indicted, convicted, or had a civil judgment rendered against (it) by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

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

The undersigned understands that the firm making the proposal as a Consultant is subject to debarment, suspension and/or disqualification in contracting with the State of New Jersey and the Department of Environmental Protection if the Consultant, pursuant to N.J.A.C. 7:1-5.2, commits any of the acts listed therein, and as determined according to applicable law and regulation.

(Insert Exceptions - For any exception noted, indicate to whom it applies, initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions. If no exceptions, insert "None".)

Subscribed and Sworn
Before me this _____ day _____
Of _____, 20_____

Name and address of Consultant

Name and Title of Affiant

Signed: _____

By: _____
Signature of Officer or Individual

If Consultant is:

An Individual

By _____ (SEAL)

(Individual's Name)

Doing business as _____

Business Address: _____

Phone Number: _____

A Partnership

By _____ (SEAL)

(Firm Name)

(General Partner)

Business Address: _____

Phone Number: _____

A Corporation

By _____ (SEAL)

(Corporation Name)

(State of Incorporation)

By _____
(Name of Person Authorized to Sign)

(Title)

(Corporate Seal)

Attest _____
(Secretary)

Business Address: _____

Phone Number: _____

A Joint Venture

By _____
(Name)

(Address)

By _____
(Name)

(Address)

(Each joint venture must sign. The manner of signing for each individual, partnership, and corporation that is party to the joint venture should be in the manner indicated above)

EXHIBIT C-9

**Sworn Statement of Compliance with Harding Township Government
Contracting Regulations Pertaining to Political Contributions**

PURSUANT TO §48-1 ET SEQ OF THE HARDING TOWNSHIP CODE:

CERTIFICATION OF CEO/CFO/Accountant (Name/Title): _____

BUSINESS ENTITY NAME: _____

_____(Name), of full age, does hereby certify as follows:

1. My name is _____, I hold the position of _____
at _____ (name of business entity).

2. I am familiar with Harding Township Code §48-1 et seq., a copy of which is annexed hereto and made a part hereof. I acknowledge that no contract will be executed unless and until this form is filed.

3. The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that our business entity has not made and will not make any reportable contributions pursuant to P.L. 2004, c.19 which would bar the award of this contract. More specifically, the undersigned does hereby further certify that the officers and principals of such business entity as defined in the municipal code, have not individually made campaign contributions in excess of \$250 per Harding Township municipal candidate, or \$500 to any Harding Township municipal or Mercer County party committee, during one full calendar year prior to the award of the municipal contract. The undersigned further certifies that all officers and principals of the professional business entity as defined in the municipal contracting code, have not made campaign contributions in the aggregate of \$2,500 or more to all Harding Township municipal candidates and Harding Township municipal and Mercer County party committees during one full calendar year prior to the award of the municipal contract.

The undersigned, on behalf of the professional business entity, does hereby represent and agree that such entity, during the negotiation process and upon being awarded the municipal contract, will:

- (1) forego any further campaign contributions to candidates for Harding Township municipal office and to the Harding Township municipal and Mercer County party committees by the officers and principals of the business entity, and the business entity itself, between the commencement of negotiations for a specific professional services agreement and the conclusion of negotiations; and
- (2) fulfill the record keeping and disclosure obligations set forth for public contractors in the municipal code.

4. We further acknowledge that we have a continuing duty to report any violations of these regulations that may occur during the negotiation or duration of a contract with the Township of Harding.

I certify that the foregoing statements made by me are true. I understand that if any of the foregoing statements made by me is willfully false, I am subject to punishment.

(Name, Title)

EXHIBIT D

THE FOLLOWING DOCUMENTS ARE FOR INFORMATION ONLY

THEY ARE NOT TO BE SUBMITTED WITH YOUR RESPONSE

SAMPLE NOTICE OF AWARD

SAMPLE NOTICE TO PROCEED

SAMPLE AGREEMENT TO PROVIDE PROFESSIONAL SERVICES

MUNICIPAL FAIR AND OPEN PROCESS

SAMPLE NOTICE OF AWARD

Dated _____, 2012

TO: _____
(CONSULTANT)

ADDRESS: _____

PROJECT: **PROFESSIONAL PLANNING SERVICES TO THE PLANNING BOARD,
BOARD OF ADJUSTMENT AND TOWNSHIP COMMITTEE**

TOWNSHIP'S CONTRACT NO. _____

You are notified that your proposal dated _____ for the above contract has been considered. You are the apparent successful Consultant and have been awarded a contract for _____. The contract price of your contract is \$ _____.

Three copies of each of the proposed contract documents (except drawings) accompany this Notice of Award.

You must comply with the following conditions precedent within ten days of the date of this Notice of Award that is by _____.

1. You must deliver to the TOWNSHIP three fully executed counted counterparts of the agreement including all the contract documents. Each of the contract documents must bear your signature.
2. Other:
 - a. Certificates of Insurance in not less than the required amounts.
 - b. Township's co-insurance certificate in proper form and substance.

Failure to comply with these conditions within the time specified will entitle the TOWNSHIP to consider your proposal abandoned, to annul this Notice of Award and to declare your proposal security forfeited.

Within ten days after you comply with those conditions, TOWNSHIP will return to you one fully signed counterpart of the agreement and the contract documents attached.

TOWNSHIP OF HARDING, NEW JERSEY
(Township)

BY: _____
Gail W. McKane (Authorized Signature)
Township Administrator

Receipt of this "Notice of Award" is acknowledged.

Consultant: _____

By: _____ (Printed Name) _____ (Signature) _____ (Date)

(Title)

Copy to Township Clerk
(Use Certified Mail, Return Receipt Requested)

SAMPLE NOTICE TO PROCEED

Dated _____, 20____

TO: _____
(Consultant)

ADDRESS: _____

TOWNSHIP CONTRACT NO.:

CONTRACT FOR **PROFESSIONAL PLANNING SERVICES TO THE PLANNING BOARD, BOARD OF ADJUSTMENT AND TOWNSHIP COMMITTEE**

You are notified that the contract time under the above contract will commence to run on _____, 2010. By that date you are to start performing your obligations under the contract documents. In accordance with Article 3 of the Agreement, the dates of substantial completion and final completion are _____, 20__ and _____, 20__, respectively.

Before you may start any work at the site, Paragraph A-3 of the Proposal Specifications provides that you must deliver to the TOWNSHIP Certificates of Insurance, which each is required to purchase and maintain in accordance with the contract documents.

Also, before you may start any work at the site, you must
(add other requirements)

TOWNSHIP OF HARDING
(Township)

By: _____
(Authorized Signature)

SAMPLE AGREEMENT TO PROVIDE PROFESSIONAL SERVICES

PROFESSIONAL SERVICES AGREEMENT

This Agreement made this ____ day of _____ 20__ by and between the Township of Harding (hereinafter called "the Township"), a municipal corporation of the State of New Jersey, and _____ having a place of business at _____ (hereinafter called "the Contractor").

WHEREAS, the Township of Harding requires the services of a _____ consultant to assist it with _____; and

WHEREAS, the Contractor submitted its response to the RFP/RFQ and was awarded this contract based upon the recommendation of the RFP/RFQ Review Committee; and

WHEREAS, the Township Council hereby desires to approve of this Contract that was presented by the Mayor for the Contractor for the provision of said services.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, it is agreed by and between the parties as follows:

1. Term. The term of this Agreement shall be from _____ to _____ or until the Mayor determines that the Contractor's services are no longer required, whichever occurs first.
2. Scope of Services. The Contractor shall perform to the Township's satisfaction all services as required by the Township during the term of this Agreement as authorized and specifically in accordance with the Request for Proposal/Request for Qualifications issued by the Township for _____ and reply proposal submitted by the Contractor is response to the RFP/RFQ, all of which are incorporated herein by reference and made a part hereof as though more fully set forth herein at length.
3. Compensation. The Contractor shall be compensated as follows: _____.
4. Affirmative Action.
 - A. Required Evidence. This Agreement shall not become effective, regardless of when executed, until the Contractor provides the Township with one of the following:
 - (1) Appropriate evidence that the Contractor is operating under an existing federally approved or sanctioned affirmative action program;
 - (2) A certificate of employee information report approval, issued in accordance with N.J.A.C. 17:27-4; or
 - (3) An employee information report (Form AA302) provided by the New Jersey Division of Contract Compliance and Equal Employment Opportunity in Public Contract.
 - B. Certification of Contractor. If the Contractor is submitting an employee information report pursuant to subsection A(3) of this paragraph, then the Contractor, by executing this Agreement, certifies and agrees as follows in accordance with N.J.A.C. 17:27-4.3(a)3:

"The Contractor certifies that he or she has never before applied for a certificate of employee information report in accordance with rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31, et seq., as amended and supplemented from time to time; and agrees to submit immediately to the Division a copy of the employee information report."

- C. **Mandatory Affirmative Action Language.** Unless the Contractor has submitted appropriate evidence to the Township of an existing Federally approved or sanctioned affirmative action program pursuant to A(1) of this paragraph, the mandatory affirmative action language set forth in Addendum A to this Agreement is incorporated herein. By executing this Agreement, the Contractor agrees to comply with the terms and conditions set forth in Addendum A.
- D. **Affidavit.** The Contractor agrees to execute the Affirmative Action Affidavit attach to this Agreement as Addendum B.
- E. **Subcontractor.** The Contractor shall not enter into a subcontract with a subcontractor, who has five or more employees, unless:
- (1) Permitted by this Agreement;
 - (2) The subcontractor has submitted to the Contractor one of the three documents required of the Contractor pursuant to subsection A of this paragraph; and
 - (3) The Contractor's contract with the subcontractor includes, where applicable, the certification required by subsection B of this paragraph; the mandatory affirmative action language required by subsection C of this paragraph and the affidavit required by subsection D of this paragraph.
5. **Limitation on Political Contributions.** The Contractor acknowledges that the terms of Township Code Section 48-1 et seq. have been complied with, and that the Contractor has a continuing duty to report any violation of such ordinances. Additionally, the Contractor hereby affirms that no contributions in violation of the ordinances have been made. The Contractor shall complete and execute the sworn statement of compliance with Harding Township Government Contracting Regulations Pertaining to Political contributions attached hereto as Addendum C. Any violation of said Code Sections shall constitute a breach of this Agreement.
6. **Insurance.** The Contractor shall be covered by professional liability insurance in an amount acceptable to the Township and in accordance with the limits required by the RFP/RFQ.
7. **Termination.** The Township may terminate this Agreement without cause upon sixty (60) days written notice. In the event of termination, the Township's sole obligation to the Contractor shall be payment for all services performed up to the date of their receipt of notice thereof, and for such additional services as the Township may specifically request him or her to undertake in order to complete any work in progress. The rate of compensation for all such services shall be that stated in Paragraph 3 herein.
8. **Indemnification.** The Contractor agrees to indemnify and hold the Township, its officials, employees and agents, harmless from any and all liability of expense, including costs of defense, resulting from any claim, action or lawsuit related to the provision of services by the Contractor under this Agreement provided that such action results from the negligence of the Contractor, or any of its agents, and/or from circumstances where the Contractor, or any of its agents, acted outside of the scope of their duties or contrary to law.
9. **Assignment.** This Agreement may not be assigned by either party.
10. **Responsibilities.** The Contractor shall perform his or her responsibilities in a good, professional and workmanlike manner in conformity with the responsibilities, demand and ethics of his or her profession and in accordance with the requirements of the RFP/RFQ issued by the Township and the Contractor's proposal submitted in response thereto.

11. Work Product. All work product, including internal memoranda, reports, maps, plans and final product, shall become the property of the Township and shall be surrendered to the Township or its designee upon termination of this Agreement.
12. Modification. No change, modification, waiver or discharge of any or all of the terms and provisions of this Agreement shall be effective unless made in writing and executed by both of the parties hereto.
13. Paragraph Headings. Paragraph headings shall not be of any force or affect whatsoever in the interpretation of this Agreement and shall be deemed inserted and used solely for the convenience of the parties.
14. Business Registration Certification Compliance. N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that knowingly provide goods or perform services for a contractor fulfilling this contract: 1) the contractor shall provide written notice to its subcontractors to submit proof of business registration to the contractor; 2) prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors or attest that none was used; 3) during the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into this State. A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements is available by calling (609) 292-9292.
15. Fair and Open Process. This contract has been awarded by the Township to the Contractor consistent with the requirements of N.J.S.A. 19:44A-20.4 et. seq.

IN WITNESS WHEREOF, the Township has caused these presents to be executed by its duly authorized representatives, and the Contractor has set his or her hand and seal hereunder on the day and year first above written.

ATTEST:

TOWNSHIP OF HARDING

Gail W. McKane, Municipal Clerk

By: _____
Nicolas Platt, Mayor

WITNESS:

CONTRACTOR

By: _____

HARDING TOWNSHIP FAIR AND OPEN PROCESS

I. PURPOSE AND INTENT

The following shall serve as the Township's "Fair and Open Process". Through this "Fair and Open Process", the Township of Harding shall seek and encourage vendors to submit "proposals" for all contracts in which the Township is permitted to procure on a "no bid" basis pursuant to N.J.S.A. 40A:11-5(1)(a)(i) and 40A:11-5(1)(m)(the "Statute") from any Professional Business Entity, or for specific projects as needed.

II. NOTICE REQUIREMENTS

A. Notice of contracts as outlined in Section I. of shall be posted on the Township Web Site or in the Official Township Newspaper, at least 10 days prior to contracting for the goods or services. In addition, monthly notice may be sent to local newspaper(s) identifying that these contracts are posted on the Township web site:

- (1) Such Web Site postings, at a minimum, shall include:
 - (a) Identification of the Contract to be awarded;
 - (b) General description and scope of the Contract including criteria for selection, including any special criteria required for any particular project, also where in the Township written copies can be obtained;
 - (c) Location of the Contract if a specific location is required;
 - (d) Deadline for submission of proposals;
 - (e) Indication of how interested professionals or providers can apply for consideration;
 - (f) The Township's intention to award to more than 1 firm, if applicable; and
 - (g) How the project will be purchased, (i.e. based on a time and/or materials bases; with a not to exceed amount, or lump sum pricing depending on the scope of services, or if the Township is offering specific compensation for the services, or a combination of these).

III. REVIEW COMMITTEE

The Township Review Committee shall consist of the Business Administrator, and any other person or persons, chosen by the Business Administrator who possesses special knowledge in the subject area that could be of benefit to the selection process. No less than three individuals shall constitute a review committee.

IV. INTERVIEW

The Township Review Committee reserves the right to interview any or all of the applicants submitting a proposal. Although interviews may take place, the proposal should be comprehensive and complete on its face. The Township reserves the right to request clarifying information subsequent to submission of the proposal.

V. SELECTION PROCESS

All proposals will be reviewed by the Township Review Committee to determine responsiveness. Non-responsive proposals will be rejected without evaluation. For vendors that satisfy the minimum requirements, the Township

Review Committee will evaluate proposals based on the following evaluation criteria, separate or combined in some manner, and not necessarily listed in order of significance:

- (a) The vendor's general approach to providing the services required under this Fair and Open Process.
- (b) The vendor's documented experience in successfully completing contracts of a similar size and scope to the engagement addressed by this Fair and Open Process.
- (c) The qualifications and experience of the vendor's management, supervisory or other key personnel assigned to the engagement, with emphasis on documented experience in successfully completing work on contracts of similar size and scope to the services required by this Fair and Open Process.
- (d) The overall ability of the vendor to mobilize, undertake and successfully complete the engagement within the timeline. This criterion will include, but not be limited to, the following factors: the number and qualifications of management, supervisory and other staff proposed by the vendor to perform the services required by this Fair and Open Process; the availability and commitment to the engagement of the vendor's management, supervisory and other staff proposed; the vendor's contract management plan, including the vendor's contract organizational chart.
- (e) Cost consideration including, but not limited to, standardized submission and compliance with proposal documents.

VI. SELECTION CRITERIA AND CONTRACT

The Township Review Committee, shall select the vendor OR VENDORS (more than one vendor may be selected to provide these services) deemed most advantageous to the Township, price and other factors considered, including the selection criteria set forth in the proposal specifications. This Township Review Committee's selection shall be forward to the Governing Body for approval. Once approved by the Governing Body, the contract between the Township and the selected vendor(s) shall be comprised of the contract substantially in the form included herewith, this FAIR AND OPEN PROCESS, any clarifications or addenda thereto, the selected vendor's proposal, any changes negotiated by the parties and the proposal specifications and related documents.

VII. REJECTION OF REVIEW COMMITTEES RECOMMENDATION

If the Governing Body rejects the recommendation of the Review Committee, the process shall start over from the beginning.

VIII. IF NO PROPOSALS ARE RECEIVED

If no proposals are received after conducting the Fair and Open Process, the committee, will make a recommendation for the appointment of a professional to the Governing Body as permitted in N.J.S.A. 40A:11-5(a)(i). Notwithstanding the above, all professionals receiving awards based on this sub-section must comply with the limitations on contributions imposed in the Township's Pay to Play Ordinance.