

# **BOROUGH OF HIGHLANDS**

**Request for Proposals:  
Professional Services – COAH Professional Planner**

**Proposal Submission Date:  
October 27<sup>th</sup> 3pm EST**

**Borough of Highlands  
42 Shore Drive, Highlands NJ 07732**

HIGHLANDSNJ.COM

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**Borough of Highlands**  
**NOTICE TO VENDORS**

**NOTICE IS HEREBY GIVEN** that sealed proposals will be received by the Borough of Highlands, Monmouth County, State of New Jersey on Tuesday, **October 27, 2015 at 3:00 p.m.** prevailing time at 42 Shore Drive, Highlands NJ 07732:

**DESCRIPTION: RFP – Professional Services –COAH Professional Planner**

The Borough of Highlands (“Borough”) is issuing this Request for Proposals (“RFP”) from individuals or firms with the appropriate professional licenses from the State of New Jersey.

The Borough is soliciting proposals to engage a professional planner/planning firm with significant COAH experience and expertise.

Scope of Services and other RFP information may be obtained at the Borough of Highlands Clerk’s Office at 42 Shore Drive Highlands NJ 07732, during regular business hours (9:00 am to 4:00 pm), or by visiting the Borough website at [www.highlandsnj.com](http://www.highlandsnj.com).

Vendors are required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1 et seq.

Kimberly Gonzales  
Qualified Purchasing Agent

## **INSTRUCTIONS TO VENDORS AND STATUTORY REQUIREMENTS**

### **SUBMISSION OF PROPOSALS**

1. Sealed proposals shall be received by the contracting unit, hereinafter referred to as "Borough," in accordance with public advertisement as required by law, with a copy of the notice being attached hereto and made a part of the Scope of Services.
2. Sealed proposals will be received by the location at the time and location as stated in the Notice to Vendors.
3. The proposal(s) shall be submitted in a sealed envelope: (1) addressed to the Borough, (2) bearing the name and address of the Vendor written on the face of the envelope, and (3) clearly marked "PROPOSAL" with the contract title, "Professional Services, COAH Professional Planner. There shall be one (1) original, and three (3) paper copies of the proposal submitted.
4. It is the Vendor's responsibility that proposals are presented to the Borough at the time and at the place designated. Proposals may be hand delivered or mailed; however, the Borough disclaims any responsibility for proposals forwarded by regular or overnight mail. If the proposal is sent by express mail service, the designation in sub-section 3, above, must also appear on the outside of the express mail envelope. Proposals received after the designated time and date will be returned unopened.
5. Sealed proposals forwarded to the Borough before the time of opening of proposals may be withdrawn upon written application of the Vendor who shall be required to produce evidence showing that the individual is or represents the principal or principals involved in the proposal. Once proposals have been opened, they shall remain firm for a period of sixty (60) calendar days.
6. The entire proposal section of the proposal package is to be returned completed. All proposals must be made upon the proposal forms attached hereto, and should give the unit price in figures and the total price for the work, both in words and in figures, and must be signed and acknowledged by the Vendor, in accordance with the directions in the Proposal. All prices and amounts must be written in ink or preferably machine-printed on the forms provided only. Proposals containing any conditions, omissions, unexplained erasures or alterations, items not called for in the proposal form, attachment of additive information not required by the Scope of Services, or irregularities of any kind, may be rejected by the Borough. Any changes, whiteouts, strikeouts, etc. in the proposal must be initialed in ink by the person signing the proposal.
7. Each proposal form must give the full business address, business phone, fax, e-mail if available, the contact person of the Vendor, and be signed by an authorized representative as follows:
  - Proposals by partnerships must furnish the full name of all partners and must be signed in the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing.

- Proposals by corporations must be signed in the legal name of the corporation, followed by the name of the State in which incorporated and must contain the signature and designation of the president, secretary or other person authorized to bind the corporation in the matter.
  - Proposals by sole-proprietorship shall be signed by the proprietor.
  - When requested, satisfactory evidence of the authority of the officer signing shall be furnished.
8. Vendor should be aware of the following statutes that represent “Truth in Contracting” laws:
- N.J.S.A. 2C:21-34, et seq. governs false claims and representations by Vendors. It is a serious crime for the Vendor to knowingly submit a false claim and/or knowingly make material misrepresentation.
  - N.J.S.A. 2C:27-10 provides that a person commits a crime if said person offers a benefit to a public servant for an official act performed or to be performed by a public servant, which is a violation of official duty.
  - N.J.S.A. 2C:27-11 provides that a Vendor commits a crime if said person, directly or indirectly, confers or agrees to confer any benefit not allowed by law to a public servant.
  - Vendor should consult the statutes or independent legal counsel for further information.

## **INTERPRETATION AND ADDENDA**

1. The Vendor understands and agrees that its proposal is submitted on the basis of the RFP prepared by the Borough. The Vendor accepts the obligation to become familiar with the Scope of Services.
2. Vendors are expected to examine the Scope of Services and related proposal documents with care and observe all their requirements. Ambiguities, errors or omissions noted by Vendors should be promptly reported in writing to the appropriate official. Any prospective Vendor who wishes to challenge a proposal’s Scope of Services shall file such challenges in writing with the contracting agent no less than three (3) business days prior to the opening of the proposals. Challenges filed after that time shall be considered void and having no impact on the contracting unit or the award of a contract pursuant to N.J.S.A. 40A:11-13. In the event the Vendor fails to notify the Borough of such ambiguities, errors or omissions, the Vendor shall be bound by the requirements of the Scope of Services and the Vendor’s submitted proposal.
3. No oral interpretation and or clarification of the meaning of the Scope of Services will be made to any Vendor. Such request shall be in writing, addressed to the Borough’s administrator. In order to be given consideration, a written request must be received at least seven (7) business days prior to the date fixed for the opening of the proposal for goods and services.

All interpretations, clarifications and any supplemental instructions will be in the form of written addenda to the RFP, and will be distributed to all prospective Vendors via the Borough’s website ([www.highlandsnj.com](http://www.highlandsnj.com)). All addenda so issued shall become part of the RFP and proposal documents, and shall be acknowledged by the Vendor in the proposal. The Borough’s interpretations or corrections thereof shall be final.

When issuing addenda, the Borough shall provide required notice prior to the official receipt of proposals to any person who has submitted a proposal or who has received a proposal package pursuant to N.J.S.A. 40A:11-23c.1.

#### 4. Discrepancies in Proposals

- If the amount shown in words and its equivalent in figures do not agree, the written words shall be binding. Ditto marks are not considered writing or printing and shall not be used.
- In the event that there is a discrepancy between the unit prices and the extended totals, the unit prices shall prevail. In the event there is an error of the summation of the extended totals, the computation by the Borough of the extended totals shall govern.

### **INSURANCE AND INDEMNIFICATION**

**The Vendor shall be required to have the following insurance coverage. Said coverage shall be applicable to this proposal and be made a part of the proposal documents:**

#### INSURANCE REQUIREMENTS

##### ✓ Worker's Compensation Insurance

Workers Compensation insurance shall be maintained in full force during the life of the contract, covering all employees engaged in performance of the contract pursuant to N.J.S.A. 34:15-12(a) and N.J.A.C. 12:235-1.6.

##### ✓ General Liability Insurance

The Vendor shall furnish evidence to the Borough prior to the work he/she or any of his/her subcontractors perform and will provide Standard Vendor's Liability for any operations to be performed by vendor or subcontractors as follows:

General liability insurance shall be provided with limits of not less than \$1,000,000 for any occurrence and \$1,000,000 aggregate for bodily injury and property damage, coverage shall be maintained in full force during the life of the contract.

##### ✓ Professional Liability Insurance

Professional liability insurance covering Vendor for claims arising from its representation of the municipality with limits of not less than \$1,000,000 for any one occurrence, which shall be claim based, and coverage shall be maintained in full force during the life of the contract.

## CERTIFICATES OF THE REQUIRED INSURANCE

Certificates of Insurance for those policies required shall be with an insurance company authorized to do business in the State of New Jersey and shall name the Borough as an additional insured.

Self-insured Vendors shall submit an affidavit attesting to their self-insured coverage and shall name the Borough as an additional insured.

## INDEMNIFICATION

The Vendor shall indemnify, defend, and save harmless the Borough, at the vendors own cost and expense, from and against all losses and all claims, demands, payments, suits, actions, recoveries and judgments of every nature and description brought or recovered against him, by reason of any act or omission of the said Vendor, his agents or employees, in the delivery of services, execution of the work, or in the guarding of it.

The Vendor shall, and is hereby authorized to, obtain and pay for such insurance, naming as one of the assured, the Borough of Highlands, as will protect the Borough from its contingent liability under this contract, and the Borough's right to enforce against the Vendor any provision of this article shall be contingent upon full compliance by the Borough with the terms of such insurance policy or policies, a copy of which shall be deposited with the Borough.

## PRICING INFORMATION FOR PREPARATION OF PROPOSALS

1. The Borough is exempt from any local, state or federal sales, use or excise tax.
2. The prices shall remain firm for the contract period(s). The prices shall include the delivery and furnishing of all materials, travel time, travel expenses, and the performance of all labor and services necessary for proper completion of the work, except such as may be otherwise expressly provided in the Contract Documents.
3. Vendor shall be responsible for obtaining any applicable permits or licenses from any government entity that has jurisdiction to require the same. All proposals submitted shall have included this cost.
4. Vendors shall insert prices for furnishing goods and services required by the Scope of Services. Prices shall be net, including any charges for shipping, handling, copying, compiling, packing, etc. All transportation charges shall be fully prepaid by the Vendor. The Borough shall not be responsible for delivery costs or travel costs of any type.

## STATUTORY AND OTHER REQUIREMENTS

Where applicable, the following are mandatory requirements of this proposal and contract.

### 1. MANDATORY AFFIRMATIVE ACTION CERTIFICATION

No firm may be issued a contract unless it complies with the affirmative action provisions of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1 et seq. The following information summarizes the full, required regulatory text, which is included as Appendix A of this proposal Scope of Services.

- Goods and Services (including professional services) Contracts

Each Vendor 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:

- i. A photocopy of a valid letter that the Vendor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter); or
- ii. A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4; or
- iii. A photocopy of an Employee Information Report (Form AA 302) provided by the Division and distributed to the public agency to be completed by the Vendor in accordance with N.J.A.C. 17:27-4.

- Maintenance/Construction Contracts (N/A)

After notification of award, but prior to signing the contract, the Vendor shall submit to the public agency compliance officer and the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division) an initial project workforce report (Form AA201) provided to the public agency by the Division for distribution to and completion by the Vendor, in accordance with N.J.A.C. 17:27-7.

The Vendor shall also submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of the contract to the Division and to the public agency compliance officer. The Vendor shall also cooperate with the public agency in the payment of budgeted funds, as is necessary, for on-the job and/or off-the-job programs for outreach and training of minorities and women.



## 2. AMERICANS WITH DISABILITIES ACT OF 1990

Discrimination on the basis of disability in contracting for the purchase of goods and services is prohibited. Vendors are required to read Americans with Disabilities language that is included as Appendix B of this Scope of Services and agree that the provisions of Title II of the Act are made a part of the contract. The Vendor is obligated to comply with the Act and to hold the Borough harmless.

## 3. STOCKHOLDER DISCLOSURE

N.J.S.A. 52:25-24.2 provides that no corporation or partnership shall be awarded any contract for the performance of any work or the furnishing of any goods and services, unless, prior to the receipt of the proposal or accompanying the proposal of said corporation or partnership, Vendors shall submit a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own ten percent or more of its stock of any class, or of all individual partners in the partnership who own a ten percent or greater interest therein. The included Statement of Ownership (P-2) shall be completed and attached to the proposal. This requirement applies to all forms of corporations and partnerships, including, but not limited to, limited partnerships, limited liability corporations, limited liability partnerships and Subchapter S corporations. Failure to submit a stockholder disclosure document shall result in rejection of the proposal.

## 4. PROOF OF BUSINESS REGISTRATION

N.J.S.A. 52:32-44 requires that each Vendor (Vendor) submit proof of business registration with the proposal. Proof of registration shall be a copy of the Vendor's Business Registration Certificate (BRC). 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](http://www.nj.gov/njbgs) or by phone at (609) 292-1730. N.J.S.A. 52:32-44 imposes the following requirements on Vendors and all subcontractors that **knowingly** provide goods or perform services for a Vendor fulfilling this contract:

- The Vendor shall provide written notice to its subcontractors and suppliers to submit proof of business registration to the Vendor;
- Prior to receipt of final payment from a contracting agency, a Vendor must submit to the contracting agency an accurate list of all subcontractors or attest that none was used;
- During the term of this contract, the Vendor 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 Vendor, 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) 292-1730.

Failure to submit proof of registration within three (3) days of award for this proposal requires mandatory rejection of a proposal as a non-waivable defect.

## 5. NON-COLLUSION AFFIDAVIT

The Affidavit shall be properly executed and submitted with the proposal.

## 6. PAY TO PLAY

Starting in January, 2007, business entities are advised of their responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27 if they receive contracts in excess of \$50,000 from public entities in a calendar year.

Business entities are responsible for determining if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at [www.elec.state.nj.us](http://www.elec.state.nj.us).

Businesses are further required to comply with all local ordinances regarding contribution limits for publicly contracted entities. Business entities are obligated to become familiar with their obligations under the local ordinances prior to submitting proposals for public contracts to the Borough of Highlands.

## METHOD OF CONTRACT AWARD

1. The Borough and the successful Vendor, shall execute said contract one (1) day, Sundays and holidays excluded after Notice of Award. The parties however may agree to extend the one (1) day period in the event the contract cannot be signed in a timely manner. Failure or neglect of the Vendor to execute said contract or to contact the Borough to request an extension to execute said contract shall constitute a breach and the Borough can award the contract to the 2<sup>nd</sup> choice Vendor. Any contract resulting from this proposal shall be subject to a not to exceed amount, and the Borough shall not be responsible for any amount above the not to exceed amount listed in the Notice of Award. Pursuant to requirements of N.J.A.C. 5:30-5.1 et seq., any contract resulting from this proposal shall be subject to the availability and appropriation of sufficient funds annually.
2. The form of contract shall be submitted by the Borough to the successful Vendor. Terms of the Scope of Services/proposal package prevail. Vendor exceptions must be formally accepted by the Borough. Vendor exceptions must be listed on the vendor's submitted proposal in order to be considered by the Borough.
3. The Borough reserves the right to waive immaterial formalities. The Borough reserves the right to procure these items under State Contracts or inter-local agreements, if so desired.
4. The acceptance of a Proposal shall bind the successful Vendor to execute the contract or to be responsible for liquidated damages in the amount of ten percent (10%) of the proposed costs if the vendor fails to enter into the contract or perform services there under.

## **CAUSES FOR REJECTING PROPOSALS**

Proposals may be rejected for any of the following reasons:

1. All proposals pursuant to N.J.S.A. 40A:11-13.2;
2. If more than one (1) proposal is received from an individual, firm or partnership, corporation or association under the same name;
3. Multiple proposals from an agent representing competing Vendors;
4. The proposal is inappropriately unbalanced;
5. The Vendor is determined to possess, pursuant to N.J.S.A. 40A:11-4b, Prior Negative Experience; or,
6. If the successful Vendor fails to enter into a contract within one (1) day, Sundays and holidays excepted, or as otherwise agreed upon by the parties to the contract. In this case at its option, the Borough may accept the proposal of the 2<sup>nd</sup> choice responsible Vendor.

## **TERMINATION OF CONTRACT**

1. If, through any cause, the Vendor shall fail to fulfill in a timely and proper manner obligations under the contract or if the Vendor shall violate any of the requirements of the contract, the Borough shall there upon have the right to terminate the contract by giving written notice to the Vendor of such termination and specifying the effective date of termination. Such termination shall relieve the Borough of any obligation for balances to the Vendor of any sum or sums set forth in the contract. The Borough will pay only for goods and services accepted prior to termination.
2. Notwithstanding the above, the vendor shall not be relieved of liability to the Borough for damages sustained by the Borough by virtue of any breach of the contract by the Vendor and the Borough may withhold any payments to the Vendor for the purpose of compensation until such time as the exact amount of the damage due the Borough from the Vendor is determined.
3. The Vendor agrees to indemnify and hold the Borough harmless from any liability to Subcontractors/suppliers concerning payment for work performed or goods supplied arising out of the lawful termination of the contract by the Borough under this provision.
4. In case of default by the Vendor, the Borough may procure the goods or services from other sources and hold the Vendor responsible for any excess cost.
5. Continuation of the terms of the contract beyond the fiscal year is contingent on availability of funds in the following year's budget. In the event of unavailability of such funds, the Borough reserves the right to cancel the contract.
6. **ACQUISITION, MERGER, SALE AND/OR TRANSFER OF BUSINESS, ETC.**  
It is understood by all parties that if, during the life of the contract, the Vendor disposes of

his/her business concern by acquisition, merger, sale and or/transfer or by any means convey his/her 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 all documentation/legal instruments that were required in the original proposal/contract. Any change must be approved by the Borough.

7. The Vendor will not assign any interest in the contract and shall not transfer any interest in the same without the prior written consent of the Borough.
8. The Borough may terminate the contract for convenience by providing 60 calendar days advance written notice to the Vendor.
9. If the successful Vendor and/or any of its employees and/or agents are required to be licensed and/or registered in order to perform the services which are the subject of this or any agreement thereof, then the agreement shall be terminated in the event that the appropriate governmental entity with jurisdiction has instituted an action to have the vendor's license and/or registration suspended or revoked, or in the event that such entity has revoked or suspended said license or denied such registration. Notice of termination pursuant to this subparagraph shall be effective immediately upon the giving of said notice.

**APPENDIX A**  
N.J.S.A. 10:5-31 and N.J.A.C. 17:27  
**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
**(Mandatory Affirmative Action Language)**

**FOR GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS:**

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

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

The Vendor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the Vendor, 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 or sex.

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

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

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

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

- Letter of Federal Affirmative Action Plan Approval
- Certificate of Employee Information Report
- Employee Information Report Form AA302

The Vendor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance and EEO as may be requested by the Division 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 Contract Compliance & EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

**APPENDIX B**  
**AMERICANS WITH DISABILITIES ACT OF 1990**  
**Equal Opportunity for Individuals with Disability**

The Vendor and the Borough of Highlands, (hereafter "Borough") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the Borough pursuant to this contract, the Vendor agrees that the performance shall be in strict compliance with the Act. In the event that the Vendor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the Vendor shall defend the Borough in any action or administrative proceeding commenced pursuant to this Act. The Vendor shall indemnify, protect, and save harmless the Borough, 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 Vendor 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 Borough's grievance procedure, the Vendor agrees to a proposal by any decision of the Borough which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the Borough, or if the Borough incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the Vendor shall satisfy and discharge the same at its own expense.

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

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

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

**SCOPE OF SERVICES FOR RFP**  
**Professional Services –COAH Professional Planner**

**INTRODUCTION**

The Borough of Highlands (“Borough”) is through the fair and open process of N.J.S.A. 19:44A-20.4 is issuing this Request for Proposals (“RFP”) from individuals or firms with the appropriate professional licenses from the State of New Jersey.

The Municipal Land Use Law requires that a municipal master plan include a Housing Element in order for the municipality to exercise the power to zone and regulate land use. As well, the Housing Element and a Fair Share Plan are adopted by a municipality’s Planning Board and endorsed by the municipal governing body in order to submit a petition to the New Jersey Council on Affordable Housing (COAH) for substantive certification of the Housing Element and Fair Share Plan. The Housing Element and Fair Share Plan are adopted to achieve the goal of meeting the Borough’s obligation to plan and regulate land use to provide for a fair share of the regional need for affordable housing. Benefits of obtaining substantive certification by COAH include, but are not limited to: protection against exclusionary zoning litigation, the entitlement to adopt a development fee ordinance and impose such fees with COAH approval, and support in meeting municipal affordable housing obligations through priority access to funding sources.

**SCOPE OF WORK**

Generally, Highlands expects the planning consultant to perform the myriad tasks that would result in Highlands’s being under the jurisdiction of COAH with all its rights and privileges.

The planner for COAH matters shall be a New Jersey licensed professional planner. Planner shall assist the Corporation Counsel in any legal matters involving the courts and Council on Affordable Housing.

**CONTENT OF THE PROPOSAL GUIDELINES**

Proposals must contain the following information in approximately the following format.

1. Scope of Work. The general framework for the scope of work has been given. Respondents should propose and reference the scope of work. Respondents are expected to include further detail regarding specific approach and methodologies proposed if available.
2. Description of Abilities to Meet Timeframe. Describe the firm’s ability to provide the services in a timely fashion (including staffing, familiarity and location of key staff). All components of this scope shall be completed and within six (6) months from the time of authorization.
3. Qualifications. Proposals should indicate general qualifications of the respondent(s) in planning. Skills appropriate to the project, as well as specific prior experience and qualifications applicable to this project (i.e., COAH), should be stated.
4. Individuals Performing Tasks. The qualifications and experience of the particular individuals who are expected to work on this assignment, as specified in the scope of services; identify and describe in detail examples that demonstrate the qualifications of these individuals relevant to the proposed assignment; indicate in each case the role the individual had in the assignment and whether or not the individual participated in the assignment on behalf of your firm.
5. Past Performance. Document past performance of same and/or similar service. Demonstrate



specifically how the firm meets the requirements set forth above—the qualifications and experience of your firm to perform the required services in connection with the scope of work; list and describe in detail examples in which your firm participated which are representative of the qualifications of your firm to undertake the required services contemplated by the scope of work. Please include information about the role your firm had and the nature of the services provided. Include samples of previous work.

6. References. The firm should submit reference(s) where firm performed same or similar service.
7. Technical Process and Equipment. The firm should provide a description of processes to be used in performing the various tasks presented in the scope of work (i.e., public outreach and participation).
8. Cost Details. The firm should submit the proposed hourly rates for the persons who will be assigned to this engagement, assuming payment will be made on a monthly basis based upon invoices submitted to the Borough Administrator for review. The information provided will be taken into consideration as part of the selection process and will be the basis for negotiating the fees to be paid to the firm selected pursuant to this RFP. Proposals should indicate the cost of services provided plus a **not-to-exceed amount**. Also required is an estimate by task of person-hours, equipment, services, and corresponding costs.

## **ORGANIZATION REQUESTING PROPOSAL**

Borough of Highlands  
42 Shore Drive  
Highlands, N.J. 07732

## **CONTACT PERSON**

To obtain copies of proposal please go to the Borough Clerk Office at 42 Shore Dr. Highlands, NJ 07732 or go to the Borough Website.

## **PERIOD OF CONTRACT**

The professional service contract shall be project based, but in no event shall it extend beyond a period of one (1) year from date of appointment.

## **EXAMINATION OF PROPOSAL DOCUMENTS**

By submitting a proposal, the Vendor represents that they have thoroughly examined and become familiar with the work required under this RFP and that they are capable of performing quality work to achieve the Borough's objectives.

## **PROPOSAL EVALUATION**

The Borough will select the most advantageous proposal based on a point system evaluation of all of the factors as set forth in this RFP (see evaluation form). However, cost is important to the Borough. The Borough will make the award that is in the best interest of the Borough based on cost and other considerations.

Each proposal must satisfy the objectives and requirements detailed in this RFP. The features of the proposal, considered together with its economic and other benefits, will form the basis for the evaluation process as shown on the evaluation form.

The Borough reserves the right to:

- Not select any of the proposals.
- Select only portions of a particular Vendor proposal for further consideration and negotiation (however, Vendor may specify portions of the proposal that they consider “bundled”).
- Select a primary per diem municipal prosecutor to provide services to the Borough on a regular basis for multiple municipal court sessions per month, and a secondary per diem municipal prosecutor to serve the Borough’s needs in the absence of the primary per diem municipal prosecutor, to serve in those instances where co-defendants require independent representation, and to serve in those instances where the primary per diem municipal prosecutor has a conflict.
- Request the Vendor(s) to demonstrate by oral, in-person presentation any services described in their proposal prior to award. Vendor will not be compensated for making the presentation.

**BASIS OF AWARD**  
**EVALUATION CRITERIA**

**Professional Services –COAH Professional Planner**

The following is the criteria for evaluation of the proposal. Points shall be awarded based on the information contained in the proposal for each category as listed below on a scale of 1-10, with 10 meeting all required criteria and 1 not meeting the required criteria. The evaluators' scores will then be calculated by the weight for a weighted score. The proposals will be ranked by highest weighted score.

<b>EVALUATION CRITERIA</b>	<b>WEIGHT</b>	<b>SCORE</b>	<b>WEIGHTED SCORE</b>
<b>TECHNICAL CRITERIA</b>	<b>30%</b>		
Vendor's proposal demonstrates a clear understanding of the scope of work and related objectives	10%		
Vendor's proposal is complete and responsive to the technical/RFP requirements	10%		
Vendor evidences successful past performance of like projects with specific knowledge of COAH	10%		
<b>MANAGEMENT CRITERIA</b>	<b>40%</b>		
History and experience in performing COAH related work	8%		
Availability of personnel, facilities, equipment, etc.	6%		
Qualification and experience of support personnel	6%		
Comprehensive work plan and schedule	6%		
Significant experience representing governmental clients	6%		
Proof of licensure	8%		
<b>COST CRITERIA</b>	<b>30%</b>		
Cost of goods/services to be provided	10%		
Quality and quantity of vendor's services to previous clientele	10%		
Vendor's financial ability to meet obligations	10%		
<b>POINT TOTALS</b>	<b>100%</b>		

**BOROUGH OF HIGHLANDS  
PROPOSAL DOCUMENT CHECKLIST**  
Professional Services –COAH Professional Planner

REQUIRED	SUBMISSION REQUIREMENT	READ AND/OR SUBMITTED
X	One original/three paper copies of submission	
X	Proposal Forms	
X	Stockholder Disclosure Certificate	
X	Non-Collusion Affidavit	
X	New Jersey Business Registration Certificate	
X	Mandatory Affirmative Action Language	
X	Americans With Disabilities Act of 1990 Language	
X	Insurance	
X	N.J. Business Registration Certificate (within 3 days of Award	

**EXCEPTIONS and ADDENDUM TO SCOPE OF WORK**  
Professional Services –COAH Professional Planner



COMPANY NAME \_\_\_\_\_

Addendum:

1.

Exceptions:

1.

HIGHLANDSNJ.COM



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

**GOODS AND SERVICES CONTRACTS**  
**(INCLUDING PROFESSIONAL SERVICES)**

This form is a summary of the successful Vendor's requirement to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et seq.

The successful Vendor 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 vendor 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 vendor in accordance with N.J.A.C. 17:27-4.

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

The successful vendor(s) must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the vendor copy is retained by the vendor.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.1 et seq. and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her proposal shall be rejected as non-responsive if said vendor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et seq.

COMPANY: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

# STOCKHOLDER DISCLOSURE CERTIFICATION

## STOCKHOLDER DISCLOSURE FORM

**Name of Business:**

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.

**OR**

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

**Check the box that represents the type of business organization:**

Partnership       Corporation       Sole Proprietorship       Limited Partnership

Limited Liability Corp.       Limited Liability Partnership       Subchapter S Corporation

**Sign and notarize the form below, and, if necessary, complete the stockholder list below.**

Stockholders:

Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:

Subscribed and sworn before me this ____ day of _____, 2__.	_____ (Affiant)
(Notary Public)	_____ (Print name & title of affiant)
My Commission expires:	



**AMERICANS WITH DISABILITIES ACT OF 1990  
ACKNOWLEDGEMENT FORM**

This form is an agreement of the successful Vendor's obligations to comply with the requirements of 42 U.S.C. §121.01 et seq., referred to as the Americans Disability Act of 1990.

The undersigned Vendor hereby acknowledges receipt of the Americans With Disabilities Act of 1990 found at Appendix B of this packet.

The undersigned Vendor hereby certifies that he/she is aware of the commitment to comply with the requirements of 42 U.S.C. §121.01 et seq. and agrees to furnish any required forms as evidence of compliance.

The undersigned Vendor further certifies that he/she understands that his/her proposal shall be rejected as non-responsive, and any contract entered into shall be void and of no effect if said Vendor fails to comply with the requirements of 42 U.S.C. §121.01 et seq.

COMPANY: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

## NON-COLLUSION AFFIDAVIT

State of \_\_\_\_\_

County of \_\_\_\_\_

I, \_\_\_\_\_ residing in \_\_\_\_\_

(name of affiant)

(name of municipality)

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

I am \_\_\_\_\_ of the firm of \_\_\_\_\_

(title or position)

(name of firm)

\_\_\_\_\_ the Vendor making this Proposal for the proposal entitled \_\_\_\_\_, and that I executed the said proposal

(title of proposal)

with full authority to do so that said Vendor has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive contracting in connection with the above name project; and that all statements contained in the said proposal and in this affidavit are true and correct, and made with full knowledge that the **Borough of Highlands** relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for the said project.

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

(name of Vendor)

Subscribed and sworn to  
before me this day \_\_\_\_\_ 20 \_\_\_\_\_

\_\_\_\_\_  
(Type or print name of affiant under signature)

\_\_\_\_\_  
Notary Public of \_\_\_\_\_

My Commission expires \_\_\_\_\_ 20 \_\_\_\_\_