

TOWNSHIP OF BRANCBURG



Somerset County

New Jersey

REQUEST FOR PROPOSALS PROFESSIONAL SERVICES PLANNER FOR TOWNSHIP, PLANNING BOARD AND BOARD OF ADJUSTMENT FOR 2016

RFP 2015 - P03

**OPENING DATE – OCTOBER 28, 2015
TIME – 10:00 AM**

TOWNSHIP COMMITTEE

John Sanford, Mayor
Robert Petrelli, Deputy Mayor
Thomas Young, Committee Person
James Schworn, Committee Person
Anna Columbus, Committee Person

PLANNING BOARD

Todd Hay, Chair
Bob Bouwman, Vice-Chair
Sarah McGrath, Secretary
Francis Devlin
Thomas Greci
Laurel Truppi
Megan Hunscher
John Sanford
James Schworn

BOARD OF ADJUSTMENT

Terry Pollin, Chair
Barbara Bye, Vice-Chair
Paul Crandall, Secretary
Thomas Lembrich
David Owens
Michael Pappas
Kasia Walch
Sean Sullivan



TOWNSHIP OF BRANCHBURG

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NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN that the Township of Branchburg is soliciting proposals through a fair and open process in accordance with N.J.S.A 19:44A-20.4 et seq.

Sealed RFP responses will be received by the Purchasing Agent of the Township of Branchburg on October 28, 2015 at 10:00 A.M. local prevailing time in the Meeting Room at the Municipal Building, 1077 U.S. Highway 202 North, Branchburg, NJ 08876, at which time and place bids will be opened and read in public for:

PROFESSIONAL PLANNING SERVICES FOR 2016

- Township Planner
- Board of Adjustment Planner
- Planning Board Planner

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

Proposals must be submitted on the proposal forms contained in the bid package.

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

RFP #:
RFP Title:
Position Applying for:

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

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

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

Copies are also available free of charge on a CD-ROM (in PDF format) or a paper copy at a cost of .05 cents per page at the Administration Department Monday through Friday, 8:00 a.m. to 4:30 p.m., excluding holidays. Upon request AND receipt of a FedEx account number, company name, address, phone # and fax #, bid packages will be over-nighted on a CD-Rom OR a paper copy upon receipt of payment, FedEx account number, company name, address, phone # and fax. The solicitation package will not be emailed.

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

Denise Piszowski, Q.P.A.
Purchasing Agent



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PROPOSAL FORM

The undersigned declares that they have read the included General Information for Applicant, General Conditions, Scope of Work and other requirements of this Request for Proposal, and that they have determined the conditions of the proposal are acceptable and agrees, if this proposal is accepted, to furnish and deliver services per this Proposal Form and their attached schedule of fees.

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

Company Name

Address

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

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

Yes No

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

3. Please provide an organizational chart the names and roles of the individuals, percent of workload assigned of who will perform the services. Provide professional resumes of all individuals performing the services.

List Attached

<u>Name/Role</u>	<u>Name/Role</u>
_____	_____
_____	_____
_____	_____



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4. Please attach a compensation chart for the respective individuals anticipated in providing these professional services.

List Attached

5. Provide a list of municipal client references (minimum of 5).

List Attached

<u>Entity</u>	<u>Contact Number</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

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

List Attached

<u>Name/Relationship</u>	<u>Contact Number</u>
_____	_____
_____	_____
_____	_____
_____	_____

7. Please attach three samples of technical review memoranda (such as a sign variance, 'd' variance and a major site plan application) for a development application before a Planning Board or Board of Adjustment of your public clients. Provide the associated billing for the same.

Samples Attached

8. Please attach a sample ordinance as a result of a master plan recommendation, and the associated invoicing.

Samples Attached



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

List Attached

<u>Entity</u>	<u>Address</u>
_____	_____
_____	_____
_____	_____
_____	_____

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

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

12. Please provide a breakdown of costs for service (cost details), including the hourly rates of each of the individuals who will be performing services and a schedule of costs for reimbursable expenses and/or a budgeted amount for reimbursable expenses. Please refer to "reimbursable items". If all or any part of the work proposed is to be performed on a lump



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sum or flat fee (as opposed to an hourly or reimbursable basis) please provide the amount of that lump sum or flat fee as well as specifically detailing the full scope of work to be included under the proposed lump sum or flat fee. It is also permissible to provide alternative fee proposals (lump sum or hourly) for the same scope of work, but again, it is very important to clearly delineate what is included.

Fee Schedule Attached

Additional fee information:

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

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

- The Notice of Bidders for Professional Services, pertaining to the Professional Title/Service which is the subject of this submission
- The "Title/ Service Description and Minimum Requirements" pertaining to the Professional Title/Service and any supplemental addendum.
- The General Conditions and Scope of Work pertaining to the above checked Professional Title/Service and any supplemental addendum.
- The General Information for Applicants and Exhibits



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

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

Printed Name of Authorized Agent

Signature of Authorized Agent

Title

Date

Company Name

Federal I.D. # or Social Security #

Address

Telephone Number

Fax Number

E-mail address



CHECK LIST OF REQUIRED DOCUMENTS

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

	<input checked="" type="checkbox"/>	<u>Initials</u>
Checklist of Required Documents, signed below	✓	_____
Hard copy of RFP proposal on the proposal forms contained in bid package with supporting documentation	✓	_____
Hard copy of Applicant and Designated Individual Resumes with supporting documentation	✓	_____
Pay to Play Advisory	✓	_____
Acknowledgement of Addenda (as applicable)	✓	_____
Affirmative Action Certification	✓	_____
Equal Employment Opportunity	✓	_____
Americans With Disabilities Act	✓	_____
Disclosure of Ownership	✓	_____
Responsible Bidder Certification	✓	_____
False Statement Penalties Certification	✓	_____
Affidavit of Non-Collusion	✓	_____
Disclosure of Investment Activities in Iran	✓	_____

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

	<input checked="" type="checkbox"/>	<u>Initials</u>
Responsible Bidder Checklist	✓	_____
Taxpayer Identification (W-9)	✓	_____
Responsibility Acknowledgement (Post Contract Award)	✓	_____

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

	<input checked="" type="checkbox"/>	<u>Initials</u>
Business Registration Certificate	✓	_____



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

		<u>Initials</u>
Signed Contracts	✓	_____
Certificate of Insurance for the length of the contract	✓	_____

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

Printed Name of Authorized Agent

Signature of Authorized Agent

Title

Date

Company Name



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

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

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

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

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

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



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ACKNOWLEDGEMENT OF ADDENDA

Receipt of Changes to Bid Documents Form

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

<u>Addendum Number</u>	<u>How Received (mail, fax, pick-up, etc.)</u>	<u>Date Received</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Printed Name of Authorized Agent

Signature of Authorized Agent

Title

Date

Company Name



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AFFIRMATIVE ACTION CERTIFICATION

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

The successful applicant shall submit to the public agency, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

(a) A photocopy of a valid letter that the Professional 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 Professional in accordance with N.J.A.C. 17:27-4.

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

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

The undersigned applicant certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 and agrees to furnish the required forms of evidence.

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

Printed Name of Authorized Agent

Signature of Authorized Agent

Title

Date

Company Name



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(REVISED 4/10)

EQUAL EMPLOYMENT OPPORTUNITY

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

N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

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

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



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

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

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

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



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AMERICANS WITH DISABILITIES ACT
Equal Opportunity for Individuals with Disabilities

The Contractor and the Township of Branchburg do hereby agree that the provision of Title II of the Americans With Disabilities Act of 1990 (the "ADA") (42 U.S.C. Section 12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit or service on behalf of the Township pursuant to this contract, the Contractor agrees that the performance shall be in strict compliance with the ADA. In the event that the Contractor, its agents, servants, employees or subcontractors violate or are alleged to have violated the ADA during the performance of this contract, the Contractor shall defend the Township in any action or administrative proceeding commenced pursuant to this ADA. The Contractor shall indemnify, protect and save harmless the Township, its agents, servants and employees from and against any and all suits, claims, losses, demands or damages of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The Contractor shall, at its own expense, appear, defend and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the Township grievance procedure, the Contractor agrees to abide by any decision of the Township which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the Township or if the Township incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the Contractor shall satisfy and discharge the same at its own expense.

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

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

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



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

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

Part I:

I certify that no one owner owns an interest of 10% or more in the Applicant.
If checked, please skip Part II.

Part II:

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

Individual(s) or Corporation/Partnership

Name Address Shared (%) Owned

Name Address Shared (%) Owned

Name Address Shared (%) Owned

Continued on Additional Sheet (if necessary): Yes No

Part III:

Please check one:

Partnership Limited Liability Partnership Limited Partnership

Sole Proprietorship Other: _____

Corporation Limited Liability Corporation Subchapter S Corporation

If a Corporation: please check one for-profit non-profit and provide:

Date Incorporated: _____ Tax ID Number: _____

Printed Name of Authorized Agent

Signature of Authorized Agent

Sworn and subscribed to before me on

this _____ day of _____, 20_____

Signature of Notary

Notary ID# and Expiration Date

Notary Print Name



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RESPONSIBLE BIDDER CERTIFICATION

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

The Bidder recognizes that the information submitted in the questionnaire herein is for the express purpose of inducing the Township to award a contract to the Bidder. The Bidder acknowledges that they have read and understand the requirements of this Bid and has read and understands the instructions for completing the Bid. The Bidder acknowledges that they are duly authorized to provide the information contained in this Bid and that answering the questions in this Bid is entirely within their control.

DECLARATION

I hereby certify that I am a general partner, owner, or officer and as such authorized to legally obligate the Applicant and am authorized to make this Certification on their behalf.

I certify that I have read and understood the questions contained in this Bid, and that to the best of my knowledge and belief all information contained herein and submitted concurrently or in supplemental documents with this Bid is complete, current, and true. I further acknowledge that any false, deceptive or fraudulent statements or documents submitted with this Bid may result in non-award of contract.

I hereby authorize the Township to contact any entity named herein, or any other internal or outside resource, for the purpose of verifying information provided in the questionnaire or this Bid to develop other information deemed relevant by the Township.

Printed Name of Authorized Agent

Signature of Authorized Agent

Sworn and subscribed to before me on

this _____ day of
_____, 20_____

Signature of Notary

Notary ID# and Expiration Date

Notary Print Name



TOWNSHIP OF BRANCHBURG

REQUEST FOR PROPOSALS: 2015-P03: PROFESSIONAL SERVICES PLANNER FOR TOWNSHIP, PLANNING BOARD AND BOARD OF ADJUSTMENT FOR 2016

RFP OPENING DATE: OCTOBER 28, 2015 AT 10:00AM

FALSE STATEMENT PENALTIES CERTIFICATION

N.J.S.A. 40A:11-34

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

Printed Name of Authorized Agent

Signature of Authorized Agent

Sworn and subscribed to before me on

this _____ day of

_____, 20_____

Signature of Notary

Notary ID# and Expiration Date

Notary Print Name



TOWNSHIP OF BRANCHBURG

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AFFIDAVIT OF NON-COLLUSION

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

I _____ am the _____
(print name) (title)

for the within named bidder _____
(Company Name)

I reside at: _____

County of: _____

State of: _____

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

Printed Name of Authorized Agent

Signature of Authorized Agent

Sworn and subscribed to before me on

this _____ day of _____, 20_____

Signature of Notary

Notary ID# and Expiration Date

Notary Print Name



TOWNSHIP OF BRANCHBURG

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DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

N.J.S.A. 82:32-57

Failure to submit this information is cause for automatic rejection.

PART 1

Pursuant to Public Law 2012, c. 25 any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates (any parent, successor, subunit, direct or indirect subsidiary, or any entity under common ownership or control with, any entity), is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the State of New Jersey, Department of Treasury, Division of Purchase and Property website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders must review this list prior to completing the below certification. **Failure to complete the certification will render a bidder's proposal non-responsive.** If the Authority finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

PLEASE CHECK THE APPROPRIATE BOX:

I certify, pursuant to Public Law 2012 c. 25, that neither the bidder listed above nor any of the bidder's Parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012 c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification below.

OR

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

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

PART 2

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the box below.

Name: _____ Relationship to Proposer: _____

Description of Activities: _____

Duration of Engagement: _____ Anticipated Cessation Date: _____

Proposer Contact Name: _____ Contact Phone Number: _____

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

Printed Name of Authorized Agent

Signature of Authorized Agent

Title

Date

Company Name



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RESPONSIBLE BIDDER'S CHECKLIST

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

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

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

1. In the last five (5) years, has your firm, or any key Person in your firm, been convicted of a crime involving the awarding of a government contract (local, state or federal), or the bidding or performance of a government contract? Yes No
2. In the last five (5) years, has your firm, or any key Person in your firm, been "defaulted" or "terminated" by an owner (other than for convenience of the owner) or has your insurance had a claim placed against it? Yes No
3. At the time of submitting this bid form, is your firm or any key Person in your firm, ineligible to bid on or be awarded any public contract, or perform as a sub-contractor on a public contract? Yes No
4. Has your firm, or any key Person in your firm, ever been found guilty in a criminal action, for making any false claim or material misrepresentation to any public agency or entity? Yes No
5. In the last ten (10) years, has your firm, or any key Person in your firm, ever been convicted of a crime involving any federal, state or local contracts? Yes No
6. In the last 10 years have your or your firm been held as a defendant by a government entity for failure to perform services Yes No



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TAXPAYER IDENTIFICATION

Form W-9 Request for Taxpayer Identification Number and Certification Give form to the requester. Do not send to the IRS.

Name (as shown on your income tax return) Business name, if different from above Check appropriate box: Individual/Sole proprietor, Corporation, Partnership, Limited liability company, Other (see instructions) Exempt payee Address (number, street, and apt. or suite no.) City, state, and ZIP code List account number(s) here (optional) Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. Social security number or Employer identification number

Part II Certification

Under penalties of perjury, I certify that: 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and 3. I am a U.S. citizen or other U.S. person (defined below). Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return.

Sign Here Signature of U.S. person Date

General Instructions Section references are to the Internal Revenue Code unless otherwise noted. Purpose of Form A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to: 1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued), 2. Certify that you are not subject to backup withholding, or 3. Claim exemption from backup withholding if you are a U.S. exempt payee. Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are: An individual who is a U.S. citizen or U.S. resident alien, A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, An estate (other than a foreign estate), or A domestic trust (as defined in Regulations section 301.7701-7). Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases: The U.S. owner of a disregarded entity and not the entity.



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RESPONSIBILITY ACKNOWLEDGEMENT
POST CONTRACT AWARD

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

Certification of Insurance

- In accordance with Township requirements of “Insurance”

Signed Contracts

- In accordance with Township requirements of “Notification of Award”

Initial Project Workforce Report

- In accordance with Township requirements of “Required Affirmative Action Evidence”

Printed Name of Authorized Agent

Signature of Authorized Agent

Title

Date

Company Name



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GENERAL INFORMATION FOR APPLICANTS

RECEIPT OF PROPOSAL

1. The Applicant is required to submit one hard copy of their proposal and a hard copy of the resumes for the designated individual(s) and principles of the business entity at the time of submission.
2. It is the Applicant's responsibility to ensure that the proposal is presented to the Purchasing Agent or designee at the time and place designated. Proposals may be hand delivered or mailed; however, it is Applicant's responsibility for their delivery of the proposal.
3. Each proposal shall be submitted on the Proposal Forms and shall include all relevant documentation, in a sealed envelope addressed to the Purchasing Agent bearing the name and address of the applicant on the outside, and clearly marked "REQUEST FOR PROPOSAL" with the name of the item(s) and contract number being proposed.
4. RFP's shall be received in accordance with public advertisement as required by law, a copy of said notice being attached hereto and made a part of these RFP.

PROPOSAL FORM

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

SIGNATURE ON PROPOSAL FORM

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

QUESTIONS/CHALLENGES

Should any applicant be in doubt as to the intent of this Request for Proposal, they should immediately notify the Purchasing Agent, *in writing*, who will respond in the form of written addenda covering the point in question by posting the response on the Township website http://branchburg.nj.us/current_notices.php. Applicants shall not rely on oral responses to inquiries. In order to comply with statutory notice requirements, all challenges shall be received by the Purchasing Agent no later than three (3) business days prior to the proposal opening date. Challenges filed after that time shall be considered void and having no impact on the contracting unit or the award of the contract.

INTERPRETATIONS AND ADDENDA

1. The Applicant is responsible for understanding all of the proposal documents that have been provided in this RFP.
2. Applicants are expected to examine the Scope of Work, General Conditions and related documents with care and observe all their requirements. Ambiguities, errors or omissions noted by Applicants should be promptly reported in writing to the Purchasing Agent. If the Applicant fails to notify the Township of such ambiguities, errors or omissions, the Applicant shall be bound by the proposal.
3. No oral interpretation of the meaning of the Request for Proposal will be made to any applicant. Every request for an interpretation shall be in writing, addressed to the Purchasing Agent. In order to be given consideration, written requests for interpretation shall be received as least ten (10) days prior to the date fixed for the opening of the proposals. Any and all such interpretations and any



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supplemental instructions will be in the form of written addenda posted on the Township website, http://branchburg.nj.us/current_notices.php. All addenda so issued shall become part of the contract documents, and shall be acknowledged by the Applicant in their proposal. The Township's interpretations or corrections thereof shall be final.

4. It is the Applicants responsibility to check the Township website for addenda.

REJECTION OF PROPOSAL

The Township reserves the right to reject RFPs and to waive any minor informality in any RFP should it be deemed in the best interest of the Township to do so in accordance with N.J.S.A. 40A:11-13.2. RFPs shall be rejected in accordance with the Checklist of Required Documents.

PROCEDURES ON AWARD OF CONTRACT

The Applicant, by submitting a proposal, consents in accordance with N.J.S.A. 40A:11-24, which provides in part that "any applicant who consent thereto may, at the request of the contracting unit, have their proposal held for consideration for such longer period as may be agreed." All prospective applicants are advised of this schedule since all proposals must be firm when proposed, and must remain so until the respective reorganization meeting of the respective Committee or Board. But in no case shall the proposal be valid after the reorganizational meeting of the respective Committee or Board without written consent from both parties to extend.

NOTIFICATION OF AWARD

1. Upon the adoption of a Resolution by the Township Committee or Board awarding the contract, two (2) signed agreements will be forwarded to the successful applicant with a copy of the approving Resolution. The contractor shall return one fully executed copy of the contract to the Township Clerk within ten (10) days of the date of the award of the contract.
2. Should the successful Applicant fail to execute the contract within ten (10) days of notification, the Township will be free to award the contract to another Applicant.

ASSIGNING THE CONTRACT

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

TERMINATION OF CONTRACT

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

1. **UNCONDITIONAL TERMINATION FOR CONVENIENCE:** The Township may terminate the resultant contract for convenience by providing sixty (60) calendar days advance notice to the Applicant.
2. **TERMINATION FOR DEFAULT:** If the Applicant fails to meet deadlines, or fails to provide the agreed upon services, and or material altogether, a termination for default will be issued, but only



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after the Township has determined the Applicant has failed to remedy the problem after being forewarned.

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

PAYMENT

Applicant shall be paid in accordance with the terms in this RFP document and the Contract.

INVOICES

The Township of Branchburg will not honor any invoices submitted for work performed other than that stipulated by these specifications unless previously authorized by a written change order from the Township. Invoices for services rendered shall be received by the Township by the end of the month following the month in which the expense was incurred.

THE CONTRACT

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

- This entire RFP Document which includes:
 - Notice to Bidders
 - Completed Proposal Forms
 - General Information for Applicants
 - General Conditions
 - Scope of Work
 - Exhibits
 - All addenda issued by the Township prior to the receipt of proposals
- All attachments submitted by the Applicant with their proposal.

CONFLICTING INFORMATION OR ERRORS

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

Prior to the execution of the work, the Applicant shall review the Scope of Work, General Conditions other requirements of this RFP and immediately report to the Township all errors and omissions discovered therein. Thereafter, during the prosecution of the work, the Applicant shall immediately report all further errors or omissions to the Township. Any adjustments made by the Applicant without prior approval shall be had that their own risk and the settlement of any complications arising from such settlement shall be made by the applicant at their own expense.



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COMPLIANCE WITH LAWS

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

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

BUSINESS REGISTRATION CERTIFICATE

N.J.S.A. 52:32-44 requires that each Applicant submit proof of business registration prior to the award of contract. Proof of registration shall be a copy of the Applicant'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 or by phone at (609) 292-1730.

AFFIDAVIT OF NON-COLLUSION

The Non-Collusion Affidavit, which is part of this Request for Proposal, shall be properly executed and submitted intact with the proposal.

NON-DISCRIMINATION

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

REQUIRED AFFIRMATIVE ACTION EVIDENCE

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

1. A photocopy of a valid letter that the Professional is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);
or
2. A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4; **or**
3. A photocopy of an Employee Information Report (Form AA302) provided by the State of New Jersey Division of Purchase and Property and completed by the Professional in accordance with N.J.A.C. 17:27-4.



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

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

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

INSURANCE

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

- A. Workers' Compensation Insurance: The Applicant shall procure and maintain during the life of the contract Workers' Compensation Insurance for all of his employees to be engaged in work on the project, and in the case of any sublet, the Applicant shall require the sub-contractor similarly to provide Workers' Compensation Insurance for all of the latter's employees unless such employees are covered by the Professional's Insurance. In case any class of employees engaged in hazardous work on the project under this contract are not protected under the Workers' Compensation Statute, the Applicant shall provide and cause each sub-contractor to provide adequate employer's general liability insurance for the protection of such of his employees as are otherwise protected.
- B. Professional Liability Insurance: The Applicant shall procure and shall maintain during the life of this contract Professional's Public Liability Insurance in an amount not less than \$3,000,000 for injuries, including accidental death to any one person, and subject to the same limit for each person, in an amount not less than \$5,000,000 on account of one accident, and Applicant's Property Damage Insurance in an amount not less than \$500,000.
- C. Professional's Automobile Liability and Property Damage Insurance: The Applicant shall procure and shall maintain during the life of the contract Automobile Bodily Injury Liability Insurance in an amount not less than \$1,000,000 for injuries, including accidental death, to any one person and subject to the same limit for each person in an amount not less than \$3,000,000 on account of one accident and Automobile Property Damage Insurance in an amount not less than \$500,000. The Applicant shall also carry insurance in the same amounts stipulated above on all vehicles not owned by him, but which are used in connection with the work being performed under this contract.
- D. Proof of Insurance: The Applicant shall furnish the Township with satisfactory proof of carriage of the insurance required by submitting the original insurance policies and endorsements or properly executed conformed copies. Each insurance policy and endorsement shall contain undertaking by the insurance carrier not to cancel the policy or reduce the limits except upon thirty (30) days notice to the Township by certified mail, return receipt requested. The liability policies and endorsements shall be specifically referred to the Township and its officers, agents and employees as insured parties and shall state that the insurance as provided conforms to the requirements of these contract documents. All insurance required by this contract shall be placed with responsible insurance companies authorized to do business in the State of New Jersey, which are satisfactory to the Township. The policies shall include waiver of rights of subrogation. Applicant shall carry, during the life of the contract and any extension



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thereof, Builders' Risk Insurance (All Risks) of physical loss or damage to property in an amount equal to 100% completed value basis of the work contracted herein.

INDEMNIFICATION

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

PURCHASING AGENT'S CONTROL

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

DISPUTES

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



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SAMPLE CONTRACT

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

This agreement is made on _____, 20__ between the Township of Branchburg, Municipal Corporation of the State of New Jersey, 1077 Route 202 North, Branchburg, NJ 08876 (hereinafter referred to as the "Township") and

CONTRACTOR

Name and address of Applicant
(Hereinafter referred to as the "Contractor").

RECITALS

1. A proposal for _____ was received from the Contractor by the Township on _____, 20__.
2. The Contractor was thereafter awarded a contract by the Branchburg Township Committee for the Proposal.

AGREEMENT

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

1. The Contractor shall undertake and provide the services as indicated in their RFP Proposal and in strict and entire conformity with the Scope of Work, General Conditions, General Information for Applicants, and all other requirements contained in and submitted with the RFP Documents.
2. Signed contract and insurance certification must be returned in 10 days to the Township Clerk.
3. The Township shall compensate the Contractor for services provided in accordance with the Contract Documents.
4. The Contractor shall hold harmless and defend the Township against any and all suits and assume liability for the use of any patented process, device or article forming a part of the apparatus or any appliance furnished under this Contract.
5. This Contract shall be binding on the Contractor and the Township, and their respective successors and assigns.

TERMINATION

1. The Township may terminate the contract as delineated in the specifications.



TOWNSHIP OF BRANCHBURG

REQUEST FOR PROPOSALS: 2015-P03: PROFESSIONAL SERVICES PLANNER FOR TOWNSHIP,
PLANNING BOARD AND BOARD OF ADJUSTMENT FOR 2016

RFP OPENING DATE: OCTOBER 28, 2015 AT 10:00AM

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

FOR THE TOWNSHIP:

Mayor/Chairman

ATTEST:

Township Clerk/Board Secretary

FOR THE BIDDER:

NAME/TITLE (PLEASE PRINT)

SIGNATURE

WITNESS/ATTEST:

PRINT NAME
SECRETARY/ASSISTANT SECRETARY

SIGNATURE

(If corporation, affix corporate seal)



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GENERAL CONDITIONS

SEALED RESPONSES

BE ADVISED THAT absent an expressed written notice to the contrary Scope of Work, Proposal Forms, General Information for Applicants or these General Conditions all proposals shall:

1. be submitted on the enclosed Proposal Forms
2. include all Proposal Forms completed as indicated in the Checklist of Required Documents.
3. include a compensation schedule.
4. include such other documents and materials as the contractor may deem appropriate to show their qualifications and experience or to meet the requirements of this submission.
6. be subject to all of the requirements as outlined in this RFP .

SUBMISSION DEADLINE AND PUBLIC READING

Sealed responses shall be received in the Township of Branchburg, Attn: Purchasing Agent, 1077 U.S. Highway 202 North, Branchburg, NJ 08876 on or before the date and time (“due date” set forth in this notice (also referred to as the “submission deadline”). The Purchasing Agent or designated representative will receive submissions up to the submission deadline date and time noted in the Notice to Bidders and will immediately thereafter publicly open all submissions received in the Meeting Room of the Branchburg Municipal Building, where and at which time submissions will be read aloud and otherwise be available for public scrutiny.

The Township of Branchburg reserves the right to extend the submission deadline at any time prior to opening of the sealed submissions, to reject all submissions without the need for cause or prior notice, to reject particular submissions due to defects in mandatory items, to waive non-mandatory items and to accept any submissions that in their judgment will be in the best interest of the Township of Branchburg.

APPLICANT TERMS AND CONDITIONS

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

- Knowledge of the administrative structure of the Township of Branchburg and subject matter to be addressed under the contract.
- Individual designated by the applicant and approved by Township is required to attend all regular scheduled meetings as directed by the Township of Branchburg. If the designated individual is unable to attend they shall notify the Township in advance and have the individual to attend the meeting approved by Township of Branchburg.
- Applicant shall respond to Township inquiries within 24 hours.
- Applicant shall be available to accommodate any Special meetings as required by the Township.



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- Applicant will provide written proposals for specific projects as required by Township.
- Applicants included compensation schedules.
- Evaluation Categories listed in the Exhibits.
- Other factors that may reasonably impact the Township during the proposal year.

REIMBURSABLES

Acceptable Reimbursable Items

- Postage
- Copy fees as approved by the Open Public Records Act N.J.A.C. 5:105 and adopted by Resolution of the Township Committee (See Exhibits)

Not Acceptable Reimbursable Items

- The Township shall not pay for travel time in the form of hours billed, mileage, car rentals, or commuting expenses.
- The Township will not pay for telephone, fax, etc.
- All site visits and meetings with persons not employed by the Applicant, other than meetings with the Township Committee and/or any other Township Board, Commission, or other Township agency or instrumentality, unless approved in writing, in advance the Township Committee.
- Work by more than one billing employee on a matter must be approved in writing, in advance by the Township.



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SCOPE OF WORK

The Township of Branchburg is requesting proposals for the provision of planning services to the Township Committee, the Board of Adjustment and the Planning Board of the Township of Branchburg (hereinafter “the Township”) for a one year term, January 1 to December 31 in all matters.

1. GENERAL CRITERIA

- 1.1. To serve in an advisory capacity to the Township Committee, the Board of Adjustment and the Planning Board and render consultation and advice on matters submitted for review, study, recommendation or comment.
- 1.2. To review development applications and planning and development issues when requested to do so by the Township. The Consultant will assess such applications and issues relative to the terms and conditions of the applicable Township Ordinances, Land Development Ordinances, Master Plan documents, State Plan, other pertinent State and County planning criteria. Site inspections shall be undertaken as part of the planning review process.
- 1.3. To provide professional planning services in connection with any matters relating to the New Jersey Municipal Land Use Law, Local Redevelopment and Housing Law, COAH regulations, State Plan, and related planning statutes and documents, and be available to prepare special planning studies at the request of the Township, as well as be available to prepare and review documents and offer testimony relating to court actions that the Township may be involved in.
- 1.4. To attend applicable Township Committee meetings, Board of Adjustment meetings, Planning Board meetings, committee and subcommittee meetings, and upon the Township’s directive, other meetings and informal meetings and/or discussions with applicants to review and discuss matters before the Board of Adjustment or Planning Board.
- 1.5. To represent the Township Committee, Board of Adjustment and Planning Board on professional planning advice on matters resulting from, but not limited, to any litigation, appeals of development applications or municipal planning documents.

2. QUALIFICATIONS

- 2.1 Planning individual be a licensed professional planner in the State of New Jersey and specialize in municipal land use law and representation of municipal entities.
- 2.2 At least ten (10) years’ experience representing Municipalities, Boards of Adjustment and/or Planning Boards in a rural/suburban environment. The standardized submission requirements and selection criteria are on file and available at the Branchburg Township Purchasing Agent’s office, 1077 US Highway 202 North, Branchburg, NJ, 08876.



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EXHIBIT A: MEETING SCHEDULES

- The Planning Board meets the 2nd and 4th Tuesday of each month at 7:30 pm, but is subject to change.
- The Board of Adjustment meets the 1st Tuesday and 3rd Wednesday at 7:30, but is subject to change.
- The Township Committee meets the 2nd and 4th Monday of each month at 7:00 pm, but is subject to change.



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EXHIBIT B: EVALUATION CATEGORIES

Understanding the Requested Work
Demonstrates clear understanding
Completeness and responsiveness to RFP
Compliance with instructions and requests
Knowledge and Professional Compliance
Education and training of employees, suitability to perform the required tasks
Does respondent have the character, integrity, reputation, judgment, experience & efficiency required by the Professional OR Expert methods, process & resources to be utilized
Experience with the Township.
Primary Professional vs. subcontracted resources. Depending on nature of sub & percentage of project.
Ability to Perform Services in a Timely Manner
Scheduling Timeline
Personnel & Resources
Primary Professional relationship sub-Professionals
Management, Experience and Personnel Qualifications
Project Management Plan
Project Management Team
Record of reliability and quality of service
Scope of Work Experience
Experience in performing similar work by employees
Management, Experience and Personnel Qualifications
Explanation of costs
Cost comparison
Other costs, Copies, travel, etc...
Additional Services



TOWNSHIP OF BRANCBURG

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EXHIBIT C: FEES FOR PUBLIC RECORDS

AMENDED: June 28, 2010
RESOLUTION NO. 2010-160

Tax Map Page	\$9.00	
Zoning Map	\$9.00	(If sold separately from the Zoning Ord.)
Street Map	\$9.00	
For larger documents, (i.e., plans)	\$1.50	per square foot (plus postage)
Master Plan	\$50.00	with reexamination reports (\$7.00 postage)
Zoning Ordinance	\$38.00	(includes zoning map) (\$7.00 postage)
Housing Element/Fair Share Plan	\$36.50	(\$ 6.00 postage)
Petition for Substantive Certification	\$28.00	(\$6.00 postage)
2011 Master Plan Reexamination	\$2.60	(\$2.50) postage)
Information on Diskette or CD	\$1.00	
Computer Generated Picture (B/W or Color)	\$.05	/per sheet
Copy of Computer Screen	\$.05	

COPIES/REPORTS:

The cost of all copies will be .05 per page

POSTAGE/SURCHARGES

Postage costs will be added to all requests for public records required to be mailed and will be determined at time of request.

Extraordinary service charges shall be applied for any extensive use of information technology or for the labor cost of personnel providing the service that is actually incurred by the agency for the programming, clerical and supervisory assistance required to provide a government record in the medium requested if it is not a medium routinely used by the agency; not routinely developed or maintained by an agency or requiring a substantial amount of manipulation or programming of information. This service charge shall also be imposed where the agency must make an extraordinary expenditure of time and effort to accommodate a request to inspect government records.

The rates for extraordinary service charge shall be: \$45.00 per hour for supervisory or programming; \$35.00 per hour for clerical.