

NOTICE OF REQUEST FOR PROPOSALS

The Borough of Flemington is soliciting proposals through a fair and open process in accordance with N.J.S.A. 19:44A-20.5 et seq.

Sealed Request For Proposal (RFP) responses will be received by the Borough Clerk on Wednesday, December 18, 2024 at 1:00 pm in the Council Chambers, Flemington Municipal Building, 38 Park Avenue, Flemington, New Jersey, at which time and place responses will be opened for:

Borough Attorney
Labor Attorney
Planning Board Attorney
Bond Counsel
Municipal Auditor
Borough Engineer
Sewer Engineer
Traffic Engineer
Planning Board Engineer
Hydrogeologic Services
Planner
Stormwater Manager
Redevelopment Attorney
Computer Services
Certified Lead Based Paint Inspector / Risk Assessor

Specifications and instructions may be obtained at the Office of the Borough Clerk, Municipal Building, 38 Park Avenue, New Jersey or at the Borough website www.historicflemington.com.

Respondents shall comply with the requirements of P.L. 1975 c. 127 (NJAC 17:27 et seq). A copy of your New Jersey Business Registration Certificate shall be included in your proposal.

Carla Conner
Borough Clerk

Introduction

This contract is to furnish and deliver professional services for the Borough of Flemington through a fair and open process in accordance with N.J.S.A. 19:44A-20.5 et seq.

Administrative Conditions and Requirements

The following items express the administrative conditions and requirements of this RFP. Together with the other RFP sections, they will apply to the RFP process, the subsequent contract and project production. Any proposed change, modification, or exception to these conditions and requirements may be the basis for the Borough of Flemington, hereinafter referred to as Owner, to determine the proposal as non-responsive to the RFP and will be a factor in the determination of an award of a contract. The contents of the proposal of the successful Respondent, as accepted by the Owner, will become part of any contract awarded as a result of this RFP.

Schedule

The dates established for the procurement are:

Release of RFP	11/01/2024
Proposal Due Date	12/18/2024
Governing Body Action	January 2025

Proposal Submission Information

Submission Date and Time:

Wednesday, December 18, 2024, 1:00 PM

One (1) original and one (1) electronic copy (USB Drive or CD).

Submission At:

Clerk's Office, Flemington Municipal Building
38 Park Avenue, Flemington, New Jersey 08822

Clearly mark the submittal package with the title of the RFP and the name of the responding firm, addressed to the Borough Clerk. The original proposal shall be marked to distinguish it from the copy. Submissions will be opened and read in the Council Chambers at the Flemington Municipal Building on the date and time noted above.

Only those RFP responses received prior to or on the submission date will be considered. Responses delivered before the submission date and time specified above may be withdrawn upon written application of the Respondent who shall be required to produce evidence showing that the individual is or represents the principal or principals involved in the

proposal. After submission date and time specified above, responses must remain firm for a period of sixty (60) days.

Using Department Information

The Using Departments for these services are the Borough Council, the Borough Clerk, Planning Board, and all other departments, boards, commissions, and agencies of the Borough of Flemington.

Borough Representative for this RFP

Please direct all questions in writing to:

William Hance
Chief Financial Officer
Phone: (908) 782-8840
Fax: (908) 782-0142
Email: bhance@historicflemington.com

Interpretations and Addenda

Respondents are expected to examine the RFP with care and observe all its requirements. All questions about the meaning or intent of this RFP, all interpretations and clarifications considered necessary by the Owner's representative in response to such comments and questions will be issued by Addenda posted on the Borough of Flemington website, www.historicflemington.com. Only comments and questions responded to by formal written Addenda will be binding. Oral interpretations, statements or clarifications are without legal effect.

Cost Liability and Additional Costs

The Owner assumes no responsibility and liability for costs incurred by the Respondents prior to the issuance of an agreement. The liability of the Owner shall be limited to the terms and conditions of the Contract.

Respondents will assume responsibility for all costs not stated in their proposals. All unit rates either stated in the proposal or used as a basis for its pricing are required to be all-inclusive. Additional charges, unless incurred for additional work performed by request of the Owner, are not to be billed and will not be paid.

Statutory and Other Requirements

Compliance with Laws

The Respondent must agree to comply with the non-discrimination provisions and all other laws and regulations applicable to the performance of services there under. The Respondent shall sign and acknowledge such forms and certificates as may be required by this section.

Mandatory Affirmative Action Compliance

No firm may be issued a contract unless it complies with the Affirmative Action requirements of P. L. 1975, C. 127 as identified in the documents attached hereto.

Americans with Disabilities Act of 1990

Discrimination on the basis of disability in contracting for the delivery of services is prohibited. Respondents are required to read the American with Disabilities language that is part of the documents attached hereto and agree that the provisions of Title II of the Act are made part of the contract. The Respondent is obligated to comply with the Act and hold the Owner harmless.

Stockholder Disclosure

No corporation or partnership shall be awarded any contract for the performance of any work or the furnishing of any goods, unless, with receipt of the proposal of said corporation or partnership, there is submitted a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own ten (10) percent or greater interest therein. The Respondent shall complete and submit the form of statement that is included in this RFP.

Non-Collusion Affidavit

The Non-Collusion Affidavit, which is part of this RFP, shall be properly executed and submitted with the RFP response.

N.J. Business Registration Certificate

Certificate required pursuant to C57, PL2004; failure to include mandates rejection.

Disclosure of Investment Activities in Iran

Enclosed form to be executed.

Insurance and Indemnification

If it becomes necessary for the successful Respondent, either as principal or by agent or employee, to enter upon the premises or property of the Owner, the successful Respondent hereby covenants and agrees to take use, provide and make all proper, necessary and sufficient precautions, safeguards, and protection against the occurrence of happenings of any accident, injuries, damages, or hurt to person or property during the course of the work herein covered and his/her sole responsibility.

The successful Respondent further covenants and agrees to indemnify and save harmless the owner from the payment of all sums of money or any other consideration(s) by reason of any, or all, such accidents, injuries, damages, or hurt that may happen or occur upon or about such work and all fines, penalties and loss incurred for or by reason of the violation of any owner regulation, ordinance or the laws of the State, or the United States while said work is in progress.

The successful Respondent shall maintain sufficient insurance to protect against all claims under Workers Compensation, General Liability and Automobile and shall be subject to approval for adequacy of protection and certificates of such insurance shall be provided. The minimum amount of insurance to be provided by the successful Respondent shall be \$1,000,000.00 for each claim and \$1,000,000.00 aggregate each policy period.

Multiple Proposals Not Accepted

More than one proposal from an individual, a firm or partnership, a corporation or association under the same or different names shall not be considered.

Failure to Enter Contract

Should the Respondent, to whom the contract is awarded, fail to enter into a contract within ten (10) days, Sundays and holidays excepted, the Owner may then, at its option, accept the proposal of another Respondent.

Commencement of Work

The successful Respondent agrees to commence work after the date of award by the Owner and upon notice from the Using Department.

Termination of Contract

If, through any cause, the successful Respondent shall fail to fulfill in a timely and proper manner obligations under the Contract or if the successful Respondent violates any requirements of the Contract, the Owner shall thereupon have the right to terminate the Contract by giving written notice to the contractor of such termination at least thirty (30)

days prior to the proposed effective date of the termination. Such termination shall relieve the Owner of any obligation for the balances to the successful Respondent of any sum or sums set forth in the Contract.

Payment

Invoices shall specify, in detail, the period for which payment is claimed, the services performed during the prescribed period, and the amount claimed for services performed.

The Owner may withhold all or partial payments on account of subsequently discovered evidence including but not limited to the following:

- Deliverables not complying with the project specification;
- Claims filed or responsible evidence indicating probability of filing claims;
- A reasonable doubt that the Contract can be completed for the balance then unpaid.

When the above grounds are removed, payment shall be made for amounts withheld because of them.

Ownership of Material

The Owner shall retain all of its rights and interest in any and all documents and property both hard copy and digital furnished by the Owner to the successful Respondent for the purpose of assisting the successful Respondent in the performance of this Contract. All such items shall be returned immediately to the Owner at the expiration or termination of the Contract or completion of any related services, pursuant thereto, whichever comes first. None of the documents and/or property shall, without the written consent of the Owner, be disclosed to others or used by the successful Respondent or permitted by the successful Respondent to be used by their parties at any time except in the performance of the resulting Contract.

Ownership of all data, materials and documentation originated and prepared for the Owner pursuant to this Contract shall belong exclusively to the Owner. All data, reports, computerized information, programs and materials shall be delivered to and become the property of the Owner upon completion of the project. The successful Respondent shall not have the right to use, sell, or disclose the total of the interim or final work products, or make available to third parties, without the prior written consent of the Owner. All information supplied to the Owner may be required to be supplies on CD-ROM media compatible with the Owner's computer operating system, windows based, Microsoft Office Suite 2007.

Scope of Work

If a firm or company is the entity submitting a proposal, at least one of the principals must meet the requirement listed below.

Borough Attorney

Professional legal services for the Borough Committee, Borough Clerk, and other departments, offices, agencies, boards and commissions within the Borough of Flemington.

The following are the minimum threshold requirements that will be utilized for solicitation of persons and/or firms to be considered for the above:

1. Admission to the New Jersey Bar for a minimum of ten (10) years.
2. Has a multi-disciplinary law practice in the area of civil matters for a minimum of ten (10) years.
3. Has experience in appearing before administrative agencies and the courts.
4. Has demonstrable experience in the representation of public bodies, including but not limited to, Counties, Municipalities, State of New Jersey or Boards or instrumentalities of the County and the State.
5. Has experience with real estate closings and obtaining reimbursement from Green Acres funding, Planning Incentive Grants and other similar funding programs.
6. Has experience in condemnation matters, land use matters, real estate, tax appeals, and environmental matters.

Labor Attorney

For the purpose of undertaking negotiations of uniformed and non-uniformed collective bargaining units within the Borough of Flemington and to provide advice and assistance concerning various labor matters and issues to the Borough of Flemington, the Human Resources Administrator and the Borough Council, as well as all litigation/quasi-litigation before Federal and State courts, Public Employee Relations Commission, and other Federal/State agencies.

The following are the minimum threshold requirements that will be utilized in the solicitation of persons and/or firms to be considered for the above:

1. Admission to the New Jersey Bar for a minimum of ten (10) years.
2. Has a concentrated law practice in the field of State and Federal Labor Law for a minimum of ten (10) years.

3. Can demonstrate experience and representation of governmental entities in all labor-related matters, including negotiations for at least five (5) years.

4. Has a minimum of five (5) years experience in appearing before the Public Employee Relations Commission and the Office of Administrative Law and Superior Court in labor matters.

The Labor Relations Counsel shall be a licensed attorney at law of New Jersey, but need not be a resident of the Borough of Flemington. Upon assignment, the Attorney shall represent the Borough in judicial and administrative labor relations proceedings in which the Borough or any of its officers or agencies may be a party or have an interest. The Attorney shall give legal counsel and advice as it relates to matters of labor law and bargaining unit agreements, in particular with regard to Police and Dispatch unions and demonstrate their experience in these particular areas by providing a listing of each police and/or dispatch collective bargaining agreement the attorney has negotiated. The Attorney shall give legal counsel and advice as it relates to matters of general labor law and employee practices and policies, where required by the Borough. The Counsel shall draft or approve as to form and sufficiency all labor-related legal documents and contracts, executed or adopted by or on behalf of the Borough. With appropriate approval, conduct appeals from orders, decisions or judgments affecting any labor interest of the Borough. Render opinions in writing upon any question of law submitted to the Attorney by the Mayor, or the Administrator or department heads working in conjunction with aforesaid municipal officials.

Planning Board Attorney

Professional legal services for the Borough Planning Board and other departments, offices, agencies, boards and commissions within the Borough of Flemington.

The following are the minimum threshold requirements that will be utilized for solicitation of persons and/or firms to be considered for the above:

1. Admission to the New Jersey Bar for a minimum of ten (10) years.
2. Has a multi-disciplinary law practice in the area of civil matters for a minimum of ten (10) years.
3. Has experience in appearing before administrative agencies and the courts.
4. Has demonstrable experience in the representation of public bodies, including but not limited to, Counties, Municipalities, State of New Jersey or Boards or instrumentalities of the County and the State.
5. Has experience in condemnation matters, land use matters, real estate, tax appeals, and environmental matters.

Bond Counsel

Providing all professional legal services necessary for the issuance of bonds and/or notes for the municipality and all legal services preparation work that is required, providing advice to the Borough Council, Chief Financial Officer, and Borough Attorney of all proceedings necessary for the issuance of bonds and/or notes and coordination of legal activities required for the completion of such work.

The following minimum threshold requirements that will be utilized in the solicitation of persons and/or firms to be considered for the above:

1. Admission to the New Jersey Bar for a minimum of ten (10) years.
2. Ten (10) years experience in practice as Bond Counsel to New Jersey Municipalities.
3. Experience in federal tax matters that govern municipal obligations.

Municipal Auditor

The provision of auditing services including performing the annual audit as required by New Jersey statutes, audit of other books and accounts that may required by federal or state agencies or law, and review and assistance in preparation of annual budget, financial and debt statements prior to their filing. Audit consulting services as required.

The following minimum threshold requirements that will be utilized in the solicitation of persons and/or firms to be considered for the above:

1. Currently licensed as a Registered Municipal Accountant (RMA) in the State of New Jersey.
2. Minimum of ten (10) years proven experience and knowledge in the field of municipal accounting and audits.

Stormwater Manager

The provision of stormwater management for the Borough of Flemington.

The following minimum threshold requirements that will be utilized in the solicitation of persons and/or firms to be considered for the above:

1. Minimum of five (5) years experience in municipal engineering.
2. Flood plain manager certification and any other licenses required to perform stormwater management services in New Jersey.

Borough Engineer

The provision of general engineering services, including engineering design, Municipal Land Use Law (MLUL) consulting services, surveying, environmental assessments, and other engineering consulting services as needed.

The following minimum threshold requirements that will be utilized in the solicitation of persons and/or firms to be considered for the above:

3. Minimum of five (5) years experience in municipal engineering.
4. All applicable licenses to perform general engineering services in New Jersey.
5. Expertise in engineering design, road construction, MLUL experience, planning and landscaping engineers on staff, experience in environmental studies assessments, GIS, materials testing, surveying, traffic studies, and drainage regulations.

Traffic Engineer

The provision of traffic engineering services, including traffic studies and assessments, Municipal Land Use Law (MLUL) consulting services, and other engineering consulting services as needed.

The following minimum threshold requirements that will be utilized in the solicitation of persons and/or firms to be considered for the above:

1. Minimum of five (5) years experience in traffic engineering.
2. All applicable licenses to perform general engineering services in New Jersey.
3. Expertise in traffic engineering, traffic studies, MLUL experience, and GIS.

Planning Board Engineer

The provision of general engineering services, including engineering design, Municipal Land Use Law (MLUL) consulting services, surveying, environmental assessments, and other engineering consulting services as needed.

The following minimum threshold requirements that will be utilized in the solicitation of persons and/or firms to be considered for the above:

1. Minimum of five (5) years experience in municipal engineering.
2. All applicable licenses to perform general engineering services in New Jersey.
3. Expertise in engineering design, road construction, MLUL experience, planning and landscaping engineers on staff, experience in environmental

studies assessments, GIS, materials testing, surveying, traffic studies, and drainage regulations.

Hydrogeologic Services

The following minimum threshold requirements that will be utilized in the solicitation of persons and/or firms to be considered for the above:

1. Minimum of a Bachelor's degree in Geology from an accredited institution or has completed an equivalent of 30 semester hours of geological education while obtaining a Bachelor's or Master's degree in a related field of engineering or science at an accredited institution.
2. Ten (10) years experience conducting hydrogeologic studies in New Jersey.
3. Has conducted municipal hydrogeologic evaluations within Hunterdon County and identified specific locations for the installation of test wells and ultimately, production wells.
4. Conducted and evaluated aquifer tests in public community water supply wells within the Piedmont Physiographic Province of New Jersey.
5. Has prepared applications for water allocation permits with supporting hydrogeologic evaluation reports and submitted these documents to New Jersey Department of Environmental Protection – Bureau of Water Allocation and Well Permitting.
6. Has acquired water allocation permits for municipal water departments and or utilities.
7. Has conducted fate and transport assessments of contaminant impacts to public community water supply wells and in particular, such wells completed in Triassic-Jurassic rocks encountered beneath the Borough.
8. Has conducted fate and transport assessments of contaminants to other municipal infrastructure systems.
9. Has represented municipalities at the New Jersey Department of Environmental Protection.

Sewer Engineer

The provision of sewer engineering services shall include, but not be limited to: preparing reports, designs, plans and specifications for wastewater, water, or other environmental projects undertaken by the Borough; providing and maintaining records, maps, plans, and reports relevant to environmental compliance and public works owned by the Borough; representing the Borough before State and Federal agencies relative to environmental matters; and attending meetings, as required.

The following minimum threshold requirements that will be utilized in the solicitation of persons and/or firms to be considered for the above:

1. Licensed to provide the required professional engineering services in the State of New Jersey for a minimum of fifteen (15) years;
2. Knowledge of the Borough of Flemington and Raritan Township Municipal Utilities Authority sanitary sewer systems and related infrastructure;
3. Experience in preparing plans and bid specifications, and monitoring construction activities of capital projects related to construction, upgrades, expansion, modification, maintenance and replacement of wastewater collection/treatment facilities, for a minimum of fifteen (15) years.
4. Experience in preparing US Department of Agriculture and New Jersey Infrastructure Trust Fund Loan Applications, Reports and other related documents.
5. Experience in providing services related to Geographic Information Systems and Asset Management for Municipal sewer and water systems.
6. Experience with regulatory agencies, including the State of New Jersey Department of Environmental Protection and US Environmental Protection Agency; and regulations pertaining to sewer systems including, but not limited to, NJPDES Permitting, Treatment Works Approvals, and Administrative Consent Orders.
7. Experience in conducting development reviews.
8. Experience representing municipalities in the State of New Jersey and reputation in the field.
9. Availability to attend meetings and/or represent the Borough as requested.

Planner

The provision of Planning Board engineering services, including engineering design review, Municipal Land Use Law (MLUL) consulting services, surveying, environmental assessments, geotechnical, landscaping and other engineering services as needed.

The following minimum threshold requirements that will be utilized in the solicitation of persons and/or firms to be considered for the above:

1. Minimum of ten (10) years experience as board engineer.
2. All applicable licenses to perform general engineering services in New Jersey.
3. Expertise in engineering design review of complex major site plans and subdivisions with respect to overall design, roadway layout, lot layout and circulation, drainage facilities and downstream impact, traffic impacts, off-tract improvements, Map Filing law, and compliance with Borough ordinances.

Redevelopment Attorney

Professional redevelopment legal services for the Borough Committee, Borough Clerk, and other departments, offices, agencies, boards and commissions within the Borough of Flemington.

The following are the minimum threshold requirements that will be utilized for solicitation of persons and/or firms to be considered for the above:

1. Admission to the New Jersey Bar for a minimum of ten (10) years.
2. Has a multi-disciplinary law practice in the area of civil matters for a minimum of ten (10) years.
3. Has experience in appearing before administrative agencies and the courts.
4. Has demonstrable experience in the representation of public bodies, including but not limited to, Counties, Municipalities, State of New Jersey or Boards or instrumentalities of the County and the State.
5. Has experience with real estate closings and obtaining reimbursement from Green Acres funding, Planning Incentive Grants and other similar funding programs.
6. Has experience in condemnation matters, land use matters, real estate, tax appeals, redevelopment, and environmental matters.

Certified Lead Based Paint Inspector / Risk Assessor

The Borough of Flemington is seeking the services of a state certified lead evaluation contractor. The certified lead evaluation contractor shall inspect via dust-wipe sampling any applicable properties in accordance with the provisions of P.L. 2021, c.182 and implementing regulations and shall certify the dwelling unit as lead-safe on a form prescribed by the Department of Community Affairs; or, if lead-based paint exists in a dwelling unit upon conducting an inspection, the said contractor shall conduct additional inspections to certify that the hazard no longer exists. If a lead-based paint hazard exists, the contractor shall notify the Commissioner of the Department of Community Affairs.

Computer Consultant

Flemington Borough desires to hire a computer consultant who will facilitate the Borough's need to maintain and protect data and records via computer network systems. Applicants should demonstrate experience and knowledge in the field of computers, operating systems and networking especially with existing systems operating within Flemington Borough.

LOCATIONS TO BE SERVICED

Borough Hall 38 Park Avenue

Police Department 200 Main Street

DPW 8 Main Street

The following are the minimum threshold requirements that will be utilized for solicitation of persons and/or firms to be considered for the above:

1. Knowledge of Microsoft Windows operating systems and Office products.
2. Knowledge of the Edmunds Financial Software.
3. Knowledge of the Spatial Data Logic Software.
4. All consultants **must** be fully vetted by the Police Department and records **must** be provided.

Specialized Requirements of Technical Proposal:

- A. The proposer shall perform management, maintenance, and security of Flemington's network infrastructure.
- B. The proposer shall identify and recommend hardware, software and firewall operating systems and upgrades for network and office technology. Consideration for future growth should also be considered such as additional sites or bandwidth upgrades.
- C. The proposer shall provide remote monitoring services 24/7 on all key network devices, monitoring key services such as but not limited to virus scanning, data backup, and security intrusions.
- D. The proposer shall provide call center support with access to real time phone support to handle all desktop issues.
- E. The proposer shall provide onsite service to Flemington Borough between the hours of

8:30 a.m. and 4:30 p.m. Monday through Friday, excluding public holidays.

- F. The proposer shall provide emergency repair service and maintenance outside the normal working hours of Flemington Borough, defined as 8:30 a.m. and 4:30 p.m. Monday through Friday, excluding public holidays, which shall include Saturdays and Sundays.
- G. The proposer shall troubleshoot problems with appropriate vendors and maintenance of software from the application software providers.

Proposal Requirements

Qualification Statement – Executive Summary

A statement is to be provided by the Respondent who will serve as the primary contractor. The statement shall set forth brief details of the firm's principal activities and the firm's location. Please provide a list of clients for whom similar services have been provided. Include the following in your response.

Key Personnel Information

The Respondent shall provide the identity and the credentials of the principals and other key personnel working for the Respondent and their areas of responsibilities.

Proposal Forms

The following forms are contained in the attachments. All forms are required and shall be completed and made part of the proposal submitted.

1. Proposal Checklist
2. Non-Collusion Affidavit
3. Stockholder Disclosure
4. Affirmative Action Statement
5. Acknowledgement of Receipt of Addenda
6. Business Registration Certificate
7. A list of fees proposed for the services requested.

Location of Servicing Office

The proposal must list the location and address of the present, active office that will service and manage this Contract.

Evaluation, Review and Selection Process

Proposals to Remain Subject to Acceptance

RFP responses shall remain open for a period of sixty (60) calendar days from the stated submittal date. The Owner will either award the Contract within the applicable time period or reject all proposals.

The Owner may extend the decision to award or reject all proposals beyond the sixty (60) calendar days when the proposals of any Respondents who consents thereto may, at the request of the Owner, be held for consideration for such longer period as may be agreed.

Rejection of Proposals

The Owner reserves the right to reject any or all proposals, or to reject any proposals if the evidence submitted by, or investigation of such respondent fails to satisfy the Owner that such Respondent is properly qualified to carry out the obligations of the RFP and to complete the work contemplated therein. The Owner reserves the right to waive any minor informality in the RFP.

Evaluation Process

An evaluation team, consisting of the Borough Council's Finance Committee and the CFO, will review all proposals to determine if they satisfy the RFP requirements, to determine if a proposal should be rejected and evaluate the proposals based upon the Evaluation Criteria. The most advantageous proposal, based on price and other factors as detailed in the evaluation criteria, will then be recommended to the governing body or appointing authority for award of contract. In specific areas multiple contracts may be awarded.

Evaluation Criteria

The criteria considered in the evaluation of each proposal follows. The arrangement of the criteria is not meant to imply order of importance in the selection process. All criteria will be used to select the successful Respondent.

Understanding of the Requested Work -5 points

The proposals will be evaluated for general compliance with instructions and requests issued in the RFP. Non-compliance with significant instructions shall be grounds for disqualification of proposals.

Knowledge and Technical Competence -20 points

This includes the ability of the Respondent to perform all of the tasks and fulfill adequately the stated requirements, in addition to knowledge of the Borough of Flemington.

Management, Experience and Personnel Qualifications – 10 points

Expertise of the firm shall be demonstrated by past contract successes providing government agencies with similar services. The Respondent will be evaluated on knowledge, experience, prior collaboration and successful completion of projects/services similar to that requested in this RFP. In addition to relevant experience, Respondents shall provide personnel qualifications in the proposal.

Ability to Complete the Services in a Timely Manner -10 points

This is based on the estimated duration of the tasks and the Respondent’s ability to accomplish these tasks as stated.

Cost – 25 points

Borough Attorney / Planning Board Attorney / Redevelopment Attorney / Labor Attorney- Submission of a rate schedule for all legal services required. Services billed at this rate (s) shall include, but not be limited to, attendance at regular, special and emergency meetings of the Borough Council, telephone calls, correspondence, legal research, preparation of ordinances, resolutions and contracts, negotiations, meetings, hearings, litigation and other services rendered on behalf of the Borough of Flemington.

Bond Counsel – Submission of a rate schedule for all bond attorney services required. Services billed at this rate(s) shall include, but not be limited to, telephone calls, correspondence, legal research, resolutions and contracts, negotiations, attendance at meetings, hearings, litigation and other services rendered on behalf of the Borough of Flemington. Rates or fees for other bond/note preparatory services must accompany this submission.

Engineering / Planning / Hydrogeologic Services – Submission of rate schedule for all licensed professional and technical staff required. Any additional charges not included in the rate schedule must be so noted and must accompany this submission.

Auditing Services – Submission of a cost proposal for preparation and delivery of the annual audit, Annual Financial Statement, Annual Debt Statement, and budget assistance, and a rate schedule for other services.

Computer Consultant Services – Submission of a rate schedule or proposed annual contract amount with a detailed explanation of what services are included.

Certified Lead Based Paint Inspector / Risk Assessor - Submission of a fee schedule based upon the scope of services.

Payment

Payment will be made on presentation of Owner's voucher duly signed and executed.

Term of the Contract 1 year.

Notice of Award

The successful Respondent will be notified of the award of Contract upon a favorable decision by the appointing authority.

Contracts for award of "open and fair" procurements for professional services will be prepared by the Borough Clerk.

Proposal Checklist

The following checklist is provided as assistance to the development of the RFP Response.

It in no way supersedes or replaces the requirements of the RFP. Please initial on the lines below for each document/section attesting to the fact that you have read and/or included the documents with your RFP.

Administrative Conditions and Requirements	_____
Scope of Work	_____
Qualification Statement	_____
Proof of Licensure	_____
References	_____
Evaluation Criteria	_____
Acknowledgement of Receipt of Addenda	_____
Non-Collusion Affidavit	_____
Stockholder Disclosure	_____
Affirmative Action Mandatory Language	_____
Americans with Disabilities Act Mandatory Language	_____
Business Registration Certificate to be supplied with RFP	_____
Disclosure of Investment Activities in Iran	_____

Acknowledgement of Receipt of Addenda

The undersigned respondent hereby acknowledges receipt of the following Addenda:

Addenda Number	Dated
_____	_____
_____	_____
_____	_____

Signed: _____

Title: _____

Printed Name: _____

Date: _____

Company: _____

Posting Will Be On Internet

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

(Revised 9/13/05)

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation or sex. Except with respect to affectional or sexual orientation, the contractor 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 limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

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

The contractor 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 worker's representative of the contractor's commitment under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

The contractor or subcontractor agrees to make attempt in 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 contractor 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 contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personal testing conforms with the principles of job-related testing, as established by the statutes and court decision 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 contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation 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

The contractor and its subcontractor shall furnish such reports or other documents to the Division of Contract Compliance & EEO as may be requested by the office from time to time in order to carry out the purpose 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.**

REQUIRED EVIDENCE
AFFIRMATIVE ACTION REGULATIONS P.L. 1975, c. 127 (N.J.A.C. 17:27)

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

1. A letter from the U.S. Department of Labor that the contractor has an existing federally-approved or sanctioned Affirmative Action Program.
OR
2. A Certificate of Employee Information Report Approval.
OR
3. An Affirmative Action Employee Information Report (Form A.A. 302)
OR
4. All successful contractors must submit at signing of the contract an Initial Project Manning Report (AA201) for any contract award that meets or exceeds the Public Agency bidding threshold (available upon request). **NO FIRM MAY BE ISSUED A CONTRACT UNLESS THEY COMPLY WITH THE AFFIRMATIVE ACTION REGULATIONS OF P.L. 1975, c. 127**

The following questions must be answered by all bidders:

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

YES _____ NO _____

If yes, please submit a photostatic copy of such approval.

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

YES _____ NO _____

If yes, please submit a photostatic copy of such certificate.

THE UNDERSIGNED CONTRACTOR CERTIFIES THAT HE IS AWARE OF THE COMMITMENT TO COMPLY WITH THE REQUIREMENTS OF P.L. 1975, c. 127 AND AGREES TO FURNISH THE REQUIRED DOCUMENTATION PURSUANT TO THE LAW.

COMPANY

SIGNATURE

TITLE

NOTE: A CONTRACTOR MUST BE REJECTED AS NON-RESPONSIVE IF A CONTRACTOR FAILS TO COMPLY WITH REQUIREMENTS OF P.L. 1975, c. 127, WITHIN THE TIME FRAME.

AMERICANS WITH DISABILITIES ACT
Mandatory Language

Equal Opportunity for Individuals with Disabilities.

The CONTRACTOR and the OWNER do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. s12101 et seq.), which Prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereunto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the OWNER pursuant to this contract, the CONTRACTOR agrees that the performance shall be in strict compliance with the Act. In the event that the CONTRACTOR, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the CONTRACTOR shall defend the OWNER in any action or administrative proceeding commenced pursuant to this Act. The CONTRACTOR shall indemnify, protect, and save harmless the OWNER, 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 OWNER'S grievance procedure, the CONTRACTOR agrees to abide by any decision of the OWNER, which is rendered pursuant to, said grievance procedure. If any action or administrative proceeding results in an award of damages against the OWNER or if the OWNER 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 OWNER 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 OWNER or any of its agents, servants, and employees, the OWNER shall expeditiously forward or have forwarded to the CONTRACTOR every demand, complaint, notice, summons, pleading, or other process received by the OWNER or its representatives.

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

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

NON COLLUSION AFFIDAVIT

STATE OF NEW JERSEY
COUNTY OF

ss:

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

I am _____ of the firm of _____
the bidder making the Proposal for the above named project, and that I executed the said
proposal with full authority so to do; that said bidder has not, directly or indirectly entered
into any agreement, participated in any collusion, or otherwise taken any action in restraint of
free, competitive bidding in connection with the above named project; and that all statements
contained in said proposal and in this affidavit are true and correct, and made with full
knowledge that the Borough of Flemington 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 contractor)

Subscribed and sworn to

before me this _____ day
of _____, _____.

(Also type or print name of affiant under signature)

Notary public of _____
My Commission expires _____.

STOCKHOLDER DISCLOSURE CERTIFICATION

N.J.S.A. 52:25-24.2 (P.L. 1977 c 33)

Failure of the bidder/respondent to submit the required information is cause for automatic rejection.

CHECK ONE:

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

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

LEGAL NAME OF BIDDER: _____

Check which business entity applies:

Limited Partnership Subchapter S Corporation Limited Liability Corporation

Partnership Corporation Sole Proprietorship

Limited Liability Partnership Other _____

Complete if the bidder/respondent is one of the 3 types of Corporations:

Date Incorporated: _____ Where Incorporated: _____

BUSINESS ADDRESS:

/			
Street Address	City	State	Zip
/			
Telephone #	Fax#		

Listed below are the names and addresses of all stockholders, partners or individuals who own ten (10) percent or more of its stock of any classes, or who own ten (10) percent or greater interest therein.

Name	Address
Name	Address

CONTINUE ON ADDITIONAL SHEET IF NECESSARY: YES NO

Signature _____ Date _____
Printed Name & Title _____

Revised Contract Language for BRC Compliance

Goods and Services Contracts (including purchase orders)

** Construction Contracts (including public works related purchase orders)*

N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that **knowingly** provide goods or perform services for a contractor fulfilling this contract:

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

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

ALERT
FAILURE TO INCLUDE A COPY OF YOUR
NEW JERSEY BUSINESS REGISTRATION CERTIFICATE
IS CAUSE FOR MANDATORY REJECTION OF YOUR PROPOSAL

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

RFP Title: _____ Proposer: _____

PART 1: CERTIFICATION

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 the person or entity, or one of the person or entity's parents, subsidiaries, or affiliates, is not identified on a list created and maintained by the New Jersey Department of the Treasury as a person or entity engaging in investment activities in Iran. If the Department of Treasury finds person or entity to be in violation of the principles which are the subject of this law, action shall be taken 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 person or entity. **Failure to complete the certification will rendered a respondent's proposal as non-responsive.**

I certify, pursuant to Public Law 2012, c. 25, that the person or entity listed above, for which I am authorized to submit a proposal, nor any of the proposer's parents, subsidiaries, or affiliates (check each box if appropriate):

_____ is not providing goods or services of \$20,000,000 or more in the energy sector of Iran, including a person or entities that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran, AND

_____ is not a financial institution that extends \$20,000,000 or more in credit to another person or entity, for 45 days or more, if that person or entity will use the credit to provide goods or services in the energy sector in Iran.

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 Flemington Borough 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: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

Where appropriate, provide a detailed, accurate and precise description of the activities of the proposer, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below. Please provide thorough answers to each question. Provide an attachment if you need to make additional entries.

Name: _____ Relationship to Proposer: _____

Description of Activities: _____

Duration of Engagement: _____ Anticipated Cessation Date: _____

Proposer Contact Name: _____ Contact Phone Number: _____

PART 3: 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 Watchung Borough 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 Borough to notify the Borough in writing of any changes to the answers of 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 Watchung Borough and that the Borough at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): _____

Signature: _____

Title: _____

Date: _____

PROPOSAL

To Borough of Flemington:

The undersigned declares that he/she has read the Request For Proposal attached, that he/she has determined the conditions affecting the proposal and agrees, if this proposal is accepted, to furnish and deliver services per the attached schedule of fees for the following:

Title of Service Applying For:

Company Name _____

Federal I.D. or Social Security # _____

Address _____

Signature of Authorized Agent _____

Type or Print Name _____

Title: _____

Date _____

Telephone Number _____

Fax Number _____

E-mail address _____