

NOTICE OF RFP

**BOROUGH OF HIGHLANDS
COUNTY OF MONMOUTH
STATE OF NEW JERSEY
REQUESTS FOR PROPOSAL & QUALIFICATIONS
BOROUGH PLANNER
to prepare a Redevelopment Plan for Block 105.107, Lot 1.1
commonly referred to as the Shadow Lawn Mobile Home Park Site**

Sealed proposals will be received by the Borough QPA of the Borough of Highlands, New Jersey and opened and read in public in the Municipal Annex at 42 Shore Drive Highlands, New Jersey, on May 9, 2018 4:00 p.m. Request for Proposal/Qualifications for Borough for proposals for a licensed planner to prepare a Redevelopment Plan for Block 105.107, Lot 1.1 commonly referred to as the Shadow Lawn Mobile Home Park Site.

The Borough will receive sealed bids and shall comply with the applicable statutory requirements which include all the following: Americans with Disabilities Act of 1990; Affirmative Action (N.J.A.C. 17:27 N.J.S.A. 10:5-31); of N.J.S.A. 30:5-33, et seq. (N.J.A.C. 37:27), Equal Employment Opportunity; the disclosure provisions of N.J.S.A. 19:44A-20.13; the latest revision regarding Business Registration (N.J.S.A. 52:32-44) with the New Jersey Division of Revenue; and any other legal requirements applicable to this Project.

The Borough of Highlands acknowledges the Prompt Payment Act (N.J.S.A. 2A:30A-1 et seq.) with regards to payment disputes.

The Borough of Highlands intends to award this Project to the vendor/firm that shows knowledge of such projects, good references and complies with its requirements for the project, provided that in the judgment of the Borough of Highlands the fee is reasonable, within available funds and in the interest of the Borough of Highlands. The Borough of Highlands reserves the right to reject any and all proposals to the extent permitted by law (in accordance with N.J.S.A. 40A:11-13.2 and applicable case law). An award will be made or proposals will be rejected within sixty (60) calendar days after the opening of the proposals, unless Mayor and Council extends the award period.

All Addenda will be issued in the website www.highlandsborough.org Therefore, all interested respondents should check the website from now through the date due. It is the sole responsibility of the respondent to be knowledgeable of all addenda related to the procurement.

Respondents shall comply with the said requirements.

By order of the Mayor and Council of the Borough of Highlands
Emailed proposal packets not accepted

REQUEST FOR PROPOSAL
Borough Planner Block 105.107 Lot 1.1

The Borough of Highlands is currently seeking proposals for Borough Planner to prepare a Redevelopment Plan for Block 105.107, Lot 1.1 commonly referred to as the Shadow Lawn Mobile Home Park Site Proposals will be accepted by person or US Mail and must be received by May 9th, 2018 4:00 p.m. Proposals sent via US Mail must be addressed to:

Borough QPA, Borough Planner RFP 105.107 1.1
Borough of Highlands
42 Shore Drive
Highlands, NJ 07732

SCOPE OF WORK:

Borough Planner

The Borough Planner shall be a New Jersey licensed professional planner and certificate holder from the American Institute of Certified Planners (AICP). The Borough Planner shall provide services necessary to review and make recommendations concerning Block 105.107 Lot 1.1 that has been determined said site meets the criteria to qualify as an area in need of redevelopment pursuant to 40A:12A-1 eq.seq. The Borough Planner shall prepare reports, presentations and research on Block 105.107 Lot 1.1. The Borough Planner assists and advises the Land Use Board and Council on techniques, rules and regulations. The Borough Planner assists and advises the Council in maintaining its land development ordinance. The Borough Planner provides planning advice to the Borough Council and Administrator on planning proposals as appropriate and requested. The Borough Planner shall prepare master plan documents, zoning ordinance amendments and/or such other planning reports as may from time to time be requested by the Council. The Borough Planner shall be a New Jersey licensed professional planner.

METHOD OF AWARD:

The Borough of Highlands may award the work based on the terms stated. The successful applicant will not assign any interest in this contract and shall not transfer and interest in the contract without the prior written consent by the Borough. This contract will be awarded pursuant to a fair and open process as prescribed in N.J.S.A. 40A: 11-1 et seq.

INSURANCE REQUIREMENTS:

The Borough Planner will not be allowed to begin work under this contract until he has all insurance required under the contract documents and the insurance has been approved by the Borough. The Borough Planner shall not allow any subcontractor to begin work on his subcontract until the insurance required of the subcontractor has been obtained and approved. The insurance required shall be maintained in full force and effect throughout the contract term.

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

B. Contractor's Automobile Liability and Property Damage Insurance - The Borough Planner/Firm 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 Borough Planner/Firm 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.

C. Borough's Contingent Policy - The Borough Planner/Firm shall pay, indemnify and hold harmless the Borough, its employees, agents or servants from all suits, actions, demands, claims, losses, damages, expenses and/or costs of every kind and description of which the Borough may be subjected or put by reason of injury, including death, to persons or property resulting from the manner or method employed by the Borough Planner/Firm, his employees, agents or servants or sub-contractors. And whether such suits, actions, demands, claims, losses, damages, expenses and/or costs be against, sustained, or suffered by the Borough, its employee, agents, servants, or be against, suffered, by other corporations and persons to whom the Borough, its employees, agents, or servants may become liable therefore, and the whole or so much of the moneys due or to become due the Borough Planner/Firm under the contract as may be considered necessary may be retained by the Borough until suits or claims for damages or injuries shall have been settled or otherwise disposed of and satisfactory evidence to that effect furnished to the Borough.

D. Proof of Insurance - The Contractor shall furnish the Borough with satisfactory proof of coverage 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 except upon thirty (30) days notice to the Borough. The policies and endorsements shall be specifically referred to the Borough as an insured party of this contract 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 Borough.

REFERENCES:

A minimum of two references from public entities for which you/your firm has served as Borough Planner for Redevelopment Masterplan within the past five (5) years shall be submitted with the proposal. The references shall include contact names, addresses and telephone numbers.

FEES:

The work is to be billed on an hourly /monthly basis, with a not to exceed maximum.

TAX EXEMPTION:

The Borough of Highlands is exempt from any state or federal sales, use or excise tax per N.J.S.A. 54:32B-9(a)(1)

MANDATORY REQUIREMENTS:

Business Registration Certificate:

In accordance with N.J.S.A. 52:32-44 (P.L. 2004, c.57), a Business Registration Certificate will be required to be submitted to the Borough of Highlands. Detailed information on this requirement is found in Division of Local Government Services Local Finance Notices 2004-17 (8/6/04), 2004-24 (11/1/04), 2005-12 (4/27/05) and on the Division web site at www.nj.gov/dca/lgs/lpcl.

Affirmative Action Compliance Notice:

Vendor must sign the acknowledgement notice within this packet.

American With Disabilities Act Form:

Vendor must initial and date the form within this packet.

Statement of Ownership Disclosure:

Per N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43, is required to be completed and submitted with this proposal.

W-9 Form: Completed

Non-Collusion Affidavit

APPENDIX A

N.J.S.A. 10:5-31 and N.J.A.C. 17:27

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE (Mandatory Affirmative Action Language)

FOR GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS:

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

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

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

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

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

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

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

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

In conforming with the applicable employment goals, the Vendor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

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

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

The Vendor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance and EEO as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

AFFIRMATIVE ACTION COMPLIANCE NOTICE
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
GOODS AND SERVICES CONTRACTS
(INCLUDING PROFESSIONAL SERVICES)

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

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

- (a) A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);
OR
- (b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;
OR
- (c) A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

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

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

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

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

COMPANY: _____

SIGNATURE: _____

PRINT NAME: _____

TITLE: _____

DATE: _____

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

The Vendor and the Borough of Carteret, (hereafter "Borough") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. *SI21 01* et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the Borough pursuant to this contract, the Vendor agrees that the performance shall be in strict compliance with the Act. In the event that the Vendor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the Vendor shall defend the Borough in any action or administrative proceeding commenced pursuant to this Act. The Vendor shall indemnify, protect, and save harmless the Borough, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The Vendor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the Borough's grievance procedure, the Vendor agrees to abide by any decision of the Borough which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the Borough, or if the Borough incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the Vendor shall satisfy and discharge the same at its own expense.

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

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

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

Initial and Date

LIST OF SUBCONTRACTORS

In accordance with NJSA 40A:11-16, the bidder will set forth below the names, addresses and, if applicable, license numbers of the subcontractors to whom the bidder will subcontract work in the categories listed in connection with the erection, alteration or repair of any public building and the related site work.

WORK

SUBCONTRACTOR

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

The contractor and the _____ of _____, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. *5121 01* et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the 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.

Initial and Date

STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: _____

Organization Address: _____

Part I Check the box that represents the type of business organization:

- Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- For-Profit Corporation (any type) Limited Liability Company (LLC)
- Partnership Limited Partnership Limited Liability Partnership (LLP)
- Other (be specific): _____

Part II

The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. (**COMPLETE THE LIST BELOW IN THIS SECTION**)

OR

No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. (**SKIP TO PART IV**)

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above.** The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the **Borough** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with **Borough** to notify the **Borough** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the **Borough** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):		Title:	
Signature:		Date:	

INSURANCE REQUIREMENTS AND ACKNOWLEDGMENT FORM

Certificate(s) of Insurance shall be filed with the Borough Clerk's Office upon award of contract by the Mayor and Borough Committee.

The minimum amount of insurance to be carried by the Professional Service Entity shall be as follows:

PROFESSIONAL LIABILITY INSURANCE

Limits shall be a minimum of \$1,000,000.00 for each claim and \$2,000,000.00 aggregate each policy period.

Acknowledgment of Insurance Requirement:

Signature of Chief Executive Officer or Managing Individual

Typed Name and Title

*Type Name of Firm**

Dated:

BOROUGH PLANNER

**to prepare a Redevelopment Plan for Block 105.107, Lot 1.1
commonly referred to as the Shadow Lawn Mobile Home Park Site**

DATE:

COMPANY NAME: ADDRESS:

The undersigned declares that he/she has carefully examined and fully understands the specifications and requirements contained in the Request for Proposal and agrees to furnish and deliver all materials and work in accordance with said terms.

Contractor

Authorized Signature

Print Name

Title

Telephone (office)

Cell Phone

Email Address

Telephone (office)

Cell Phone

Email Address

RATES:

\$ _____

\$ _____

\$ _____

\$ _____

Contract not to exceed \$ _____

EVALUATION

The objective in soliciting **sealed** Qualification Statements is to enable it to select a firm or organization that will provide high quality and cost effective services. The Borough will consider **sealed** Qualification Statements only from firms or organizations that, in the Borough's judgment, have demonstrated the capability and willingness to provide high quality services in the manner described in this RFQ.

- (a) Proposals will be evaluated by:
- (b) Experience and reputation in the field;
- (c) Availability to accommodate any required meetings
- (d) Number of years practicing in the field;
- (e) Familiarity with the Borough;
- (f) Other factors determined by the Governing Body to be in the best interests of the Borough