

BOROUGH OF ROSELAND
COUNTY OF ESSEX, STATE OF NEW JERSEY

REQUEST FOR PROPOSALS FOR 2021 PLANNING BOARD PROFESSIONALS

WHEREAS, pursuant to the provisions of N.J.S.A. 19:44A-20.5 et seq., the Borough of Roseland is hereby requesting proposals through the fair and open process for the award of contracts for the following “Professional Services” for 2021 calendar year; and

WHEREAS, the Borough of Roseland Planning Board needs to advertise for RFQ’s for the following professional services:

1. Planning Board Attorney
2. Planning Board Engineer
3. Planning Board Professional Planner

WHEREAS, qualification documents and instructions to applicants are available by email request sent to the Planning Board Secretary, Angelo Traina at atraina@roselandnj.org starting on Tuesday, December 8, 2020; and

WHEREAS, applicants shall comply with the requirements of P.L 1975, c. 127 as amended (N.J.S.A 10-5-31 et seq.) and N.J.A.C. 17:27-1.1 et seq.; and

WHEREAS, sealed qualification proposals will be received by the Planning Board Secretary up until Wednesday, December 23, 2020 at 10:30 AM local prevailing time at which time qualifications will be opened and read in public. Proposals can be dropped off in person in the grey drop box at the main entrance of the Department of Public Works Building at 300 Eagle Rock Avenue, Roseland, NJ 07068, or sent to the attention of Angelo Traina at the same address. Qualifications will be reviewed and determination made thereafter by the Planning Board for the appointment, and/or award, of qualified candidates to serve in the respective capacity for the Borough of Roseland.

BOROUGH OF ROSELAND

Essex County

New Jersey

REQUEST FOR PROPOSAL & QUALIFICATIONS

Planning Board Attorney

QUALIFICATION PROPOSAL OPENING

Date: DECEMBER 23,2020

Time: 10:15 am

ADDRESS ALL QUALIFICATION STATEMENTS TO:

**PLANNING BOARD
Borough of Roseland
300 Eagle Rock Avenue
ROSELAND, NJ 07068**

Borough of Roseland
Requests for Qualifications: Planning Board Attorney 2021
Qualification Opening Date; DECEMBER 23,2020 10:15 am

Basis of Award of Professional Contract

All awards are and shall be subject to the availability of funds for the professional services in the 2020 Temporary and/or Final Budgets.

Please submit one (1) original and eleven (11) copies of the proposal and deliver to:

Planning Board
Borough of Roseland
300 Eagle Rock Avenue
Roseland, NJ 07068

Deadline for submission is DECEMBER 23,2020 by 10:15 am.

Sealed qualification proposals will be received by the Planning Board Secretary of the Borough of Roseland on DECEMBER 23,2020 10:15 am, in the Department of Public Works Building, 300 Eagle Rock Avenue, Roseland, NJ 07068 at which time and place qualifications will be opened and read in public for:

PLANNING BOARD ATTORNEY

Qualification documents and instructions to applicants may be obtained at the Department of Public Works Building, 300 Eagle Rock Avenue, Roseland, NJ 07068 during regular business hours (8:30 AM-4:30 PM – Monday through Friday)

Applicants shall comply with the requirements of L.1975, c.127 as amended (N.J.S.A. 10:5-31 et seq.) and N.J.A.C. 17:27-1.1 et seq.

This Request for Qualifications is being solicited through a fair and open process in accordance with N.J.S.A. 19:44A-20.5 et seq.

GENERAL INFORMATION & SUMMARY

ORGANIZATION REQUESTING QUALIFICATIONS

PLANNING BOARD
BOROUGH OF ROSELAND
300 EAGLE ROCK AVENUE
ROSELAND, NJ 07068

CONTACT PERSON

MELISSA BARNES, PLANNING BOARD SECRETARY
mbarnes@roselandnj.org

PURPOSE OF REQUEST

The Planning Board of the Borough of Roseland (the “Board”) is soliciting Qualification Statements from interested persons and/or firms for the provision of professional legal services for calendar year 2020, as more particularly described herein. Through a Request for Qualification (RFQ) process described herein, persons and/or firms interested in assisting the Board with the provision of such services must prepare and submit a Qualification Statement in accordance with the procedure and schedule in this RFQ. The Board will review Qualification Statements only from those persons and /or firms that submit a Qualification Statement which includes all the information required to be included as described herein, as determined in the sole and absolute discretion of the Board. The Board intends to qualify persons and/or firms that (a) will agree to work under the compensation terms and conditions determined by the Board to provide the greatest benefit to the taxpayers of Roseland. The services of successful respondents may be procured as soon as January 2020.

DEFINED TERMS

The following definitions shall apply to and are used in this Request for Qualifications:

“Board” – refers to the Borough of Roseland Planning Board

“Qualification Statement” – refers to the complete responses to this RFQ submitted by the respondents.

“Qualified Respondent” – refers to a respondent who (in the sole and absolute discretion of the Board) has satisfied the qualification criteria set forth in the RFQ.

“RFQ” – refers to this Request for Qualifications, including any amendments thereof or supplements thereto.

“Respondent” or Respondents” – refers to the interested persons and/or firm(s) that submit a Qualification Statement.

REQUIREMENTS OF THE QUALIFICATION STATEMENTS FOR PLANNING BOARD ATTORNEY

SUBMISSION REQUIREMENTS – Respondents must have a minimum of eight (8) years of experience in Attorney Services. Each Qualification Statement clearly indicates the position(s) sought. Respondents should submit a Qualification Statement that contains the following:

1. **STANDARD REQUIREMENTS OF TECHNICAL PROPOSAL:** Respondents should submit a technical proposal which contains the following:
 - A. The name of the respondent, the principal place of business and, if different, the place where the services will be provided;
 - B. The education, qualifications, experience, and training of all persons who would be assigned to provide services along with their names and titles;
 - C. A listing of all other engagements where services of the types being proposed were provided in the past ten years. This should include public and private entities. Contact information for the recipients of the similar services must be provided. The Board may obtain references from any of the parties listed;
 - D. Proof of professional liability insurance;
 - E. Proof of any necessary professional license or certification for all professionals assigned to the engagement;
 - F. Statement that neither the firm nor any individuals assigned to this engagement are disbarred, suspended, or otherwise prohibited from professional practice by any federal, state, or local agency;
 - G. An Affirmative Action Statement (copy of form attached);

- H. A completed Non-Collusion Affidavit (copy of form attached);
- I. A completed Owner Disclosure Statement (copy of form attached);
- J. A statement that the respondent will comply with the General Terms and Conditions required by Board and enter into the Board's standard Professional Services Contract;
- K. A copy of the respondent's Business Registration Statement.

COST PROPOSAL – Respondents should submit a cost proposal that would include attendance at all meetings, review and report on applications and land use matters, if requested represent the Board in legal matters, and all duties as prescribed by law, if services will be provided at a flat rate, if all or any services will be billed through hourly rates and what are the established rate(s). The Board does not provide payment for reimbursement for travel expenses. Respondents should include an hourly rate for services that may need to be performed outside the scope of routine services (e.g., to handle any litigation). The Board retains the right to negotiate a reduction to a respondent's cost proposal and shall be under no obligation, express or implied, to communicate any such negotiations with any other respondent.

EVALUATION – The Board has structured a procurement process that seeks to obtain the desired results described herein, while establishing a competitive process to assure that each person and/or firm is provided an equal opportunity to submit a Qualification Statement in response to the RFQ. The Board will select the most advantageous proposal(s), if any and as determined in its sole and absolute discretion, based on all of the evaluation factors set forth at the end of the RFQ. The Board will make the award(s) if any, that is in the best interest of the Board.

Qualification Statements will be reviewed and evaluated by the Planning Board. The Qualification Statements will be reviewed to determine if the respondent has met the minimum professional, administrative and financial areas and other requirements described in this RFQ. Each respondent must satisfy the objectives and requirements detailed in the RFQ. The successful respondent shall be determined by an evaluation of the total content of the Qualification Statement submitted. Under no circumstances will a member of the Board review responses to an RFQ for an appointment that he/she or his/her firm submitted a response. Based upon the totality of the information contained in the Qualification Statement, including information about the reputation and experience of each respondent, the Board will (in its sole and absolute discretion) determine which respondents are qualified from a professional, administrative and financial perspective. Each respondent that meets the requirements of the RFQ (determined in the sole and absolute discretion of the Board) will be designated as a

Qualified Respondent and may then be given an opportunity to provide services to the Board.

The RFQ process commences with the issuance of this RFQ. It is anticipated that certain Qualified Respondents will be selected to begin providing services to the Board by January 2020. There can be no assurance, however, that any Qualified Respondent will be selected.

All communications concerning this RFQ or the RFQ process shall be directed, in writing, to the Board's designated contact person:

Melissa Barnes, Planning Board Secretary
mbarnes@roselandnj.org

RESERVATION OF RIGHTS – The Board reserves the right to:

- A. Not select any of the proposals;
- B. Select only portions of a particular respondent's proposal for further consideration (however, respondents may specify portions of a proposal that they consider "bundles");
- C. Supplement, amend or otherwise modify the RFQ through issuance of Addenda to all prospective respondents who have received a copy of this RFQ;
- D. Change or alter the schedule for any events called for in this RFQ upon the issuance of Addenda to all prospective respondents who have received a copy of this RFQ;
- E. Negotiate a reduction or modification to a respondent's cost proposal or any other aspect of a Qualification Statement;
- F. Conduct investigations of any or all of the respondents, as the Board deems necessary or convenient, to clarify the information provided as part of the Qualification Statement and to request additional information to support the information included in any Qualification Statement; and
- G. To suspend or terminate the procurement process described in this RFQ at any time (in its sole and absolute discretion). If terminated, the Board may determine to commence a new procurement process or exercise any other rights provided under applicable law without any obligation to the respondents.

LIMITATIONS – This RFQ is not an offer, order or contract and should not be regarded as such, nor shall any obligation of liability be imposed on the Board by issuance of the RFQ. The Board reserves the right at the Board's sole discretion to refuse any submission. This RFQ does not constitute a Request for Proposal ("RFP") and does not commit the Board to issue an RFP.

USE OF INFORMATION – Any documentation, specifications, drawings, sketches, models, samples, data, computer program, technical or business information and the like (“information”) furnished or disclosed by the Board to the respondent in connection with this RFQ shall remain the property of the Board. When in tangible form, all copies of such Information shall be returned to the Board upon request. Unless such Information was previously known to the respondent, free of any obligation to keep it confidential, or has been or is subsequently made public by the Board or a third party, it shall be held in confidence by the respondent, shall be used only for the purpose of this RFQ, and may not be used for other purposes except upon such terms and conditions as may be mutually agreed upon in writing.

GENERAL TERMS AND CONDITIONS –

- A. The Board reserves the right to reject any Qualification Statement in whole or in part or to waive any informalities in a Qualification Statement and, unless otherwise specified by the respondent, to accept any item, items or services in the proposals should it be deemed in the best interest of the Board to do so.
- B. In case of the failure by a successful respondent to perform, the Board may procure the articles or services from other sources, deduct the cost of the replacement from money due to the respondent under the contract and hold the respondent responsible for any excess cost occasioned thereby.
- C. The respondent shall maintain sufficient insurance to protect against all claims under Workmen’s Compensation, General, Professional and Automobile Liability.
- D. Each Qualification Statement must be signed by the person authorized to do so.
- E. One original and 11 copies of the Qualification Statements shall be and may be hand delivered or mailed consistent with the provisions of the RFQ procedures outlined herein. In the case of mailed proposals, the Board assumes no responsibility for Qualification Statements received after the designated date and time and will return late Qualification Statements unopened. Proposals will not be accepted by facsimile or e-mail. Proposals shall be in a sealed envelope, marked “Qualification Statement for the Provision of Legal or Other Professional Services.” To be considered, proposals shall be delivered to or received by the Planning Board Secretary no later than 10:15 am on DECEMBER 23,2020.
- F. Respondents are required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27. See attached Exhibit A.
- G. By submission of a Qualification Statement, the respondent certifies that the service to be furnished will not infringe upon any valid patent, trademark or copyright and a successful respondent shall, at its expense, defend any and all actions or suits charging such infringement, and will save the Board harmless in any case of any such infringement.

- H.** No respondent shall influence, or attempt to influence or cause to be influenced, any Board member or employee to use his/her official capacity in any manner which might tend to impair the objectivity or independence of judgment of said officer or employee.
- I.** No respondent shall cause or influence, or attempt to cause or influence, any Board member or employee to use his/her official capacity to secure unwarranted privileges or advantages for the respondent or any other person.
- J.** Should any difference arise between the contracting parties as to the meaning or intent of these instructions or specifications, the Board's decision shall be final and conclusive.
- K.** All costs incurred by the respondent in connection with responding to this RFQ shall be borne solely by the respondent. The Board shall not be responsible for any expenditure of monies or other expenses incurred by the respondent.
- L.** The checklist, affidavits, notices and the like presented at the end of this RFQ are a part of this RFQ and shall be completed and submitted as part of a Qualification Statement.
- M.** All Qualification Statements shall become the property of the Board and will not be returned.
- N.** All Qualification Statements will be made available to the public at the appropriate time, as determined by the Board (in the exercise of its sole and absolute discretion) and in accordance with law.
- O.** The Board may request respondents to send representatives to the Board for interviews with less than 24 hours advance notice.
- P.** Neither the Board, nor their respective staffs, consultants or advisors (including, but not limited to, the Board) shall be liable for any claims or damages resulting from the solicitation or preparation of the Qualification Statement, nor will there be any reimbursement to respondents for the cost of preparing and submitting a Qualification Statement or for participating in this procurement process.
- Q.** As a condition of the appointment the applicant agrees to the terms and conditions of the attached professional service agreement (Exhibit B)

END OF GENERAL INSTRUCTIONS

BASIS OF AWARD

A contract, if any, shall be awarded based upon the following factors:

EVALUATION FACTORS

- A. Proposal contains all required checklist information (20 points)**
- B. Relevance and Extent of Qualifications, Experience, and Training of Personnel to be assigned (15 points)**
- C. Relevance and Extent of Similar Engagements performed (15 points)**
- D. Plan for performing engagement in realistic, thorough, and demonstrates knowledge of requirement and personnel availability (20 points)**
- E. Reasonableness of Cost Proposal (20 points)**
- F. Other factors, if determined to be in the best interest of the Borough of Roseland Planning Board and its agencies (10 points)**

CHECK LIST OF REQUIRED DOCUMENTS

Failure to provide the following items, as checked **SHALL** result in your bid being disqualified.

These are **MANDATORY** requirements of this bid package:

		Initials
Checklist of Required Documents, signed below	<u> X </u>	_____
Hard Copy of Resumes setting forth qualifications	<u> X </u>	_____
Hard copy of Applicant and Designated Individual Resumes	<u> X </u>	_____
Pay to Play Advisory (Disclosure Requirements)	<u> X </u>	_____
Acknowledgement of Addenda (as applicable)	<u> X </u>	_____
Affirmative Action Certification	<u> X </u>	_____
Mandatory Equal Opportunity Employment Language	<u> X </u>	_____
Americans with Disabilities Act	<u> X </u>	_____
Disclosure of Investment Activities in Iran	<u> X </u>	_____
Ownership Disclosure Statement properly notarized	<u> X </u>	_____
Responsible Bidder Certification properly notarized	<u> X </u>	_____
False Statement Penalties Certification properly notarized	<u> X </u>	_____
Non-Collusion Affidavit properly notarized	<u> X </u>	_____

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

		<u>Initials</u>
Responsible Bidder Checklist	<u> X </u>	_____
Responsibility Acknowledgement (Post Contract Award)	<u> X </u>	_____

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

		<u>Initials</u>
Business Registration Certificate	<u> X </u>	<u> </u>
Taxpayer Identification (W-9)	<u> X </u>	<u> </u>

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

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

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

COMPANY / BIDDER'S NAME

AUTHORIZED SIGNATURE

DATE

NAME (PRINT) TITLE

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.

This report will include certain contributions and contract information for calendar year 2020

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

1-609-292-8700

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

Initials_____

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 Board.

Refusal to answer or omission of response to any questions 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 Board 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 Professional on a
public contract? | Yes
_____ | No
_____ |
| 4. Has your firm, or any key Person in your firm, ever been
found guilty on 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 you or your firm been held
as a defendant by a government entity for failure to
perform services. | Yes
_____ | No
_____ |

RESPONSIBILITY ACKNOWLEDGEMENT
POST CONTRACT AWARD

The undersigned hereby acknowledges that the following documents must be submitted to the Board within 10 days after receiving a Notice to Award by the Borough Clerk.

Certification of Insurance

- In accordance with Borough requirements of “Insurance”

Signed Contracts

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

Initial Project Workforce Report

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

Company/Bidder: _____

By Authorized Representative: _____

Signature: _____

Printed Name and Title: _____

Date: _____

RESPONSIBLE BIDDER CERTIFICATION

A copy of this certification must be included with the RFP 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 recognized that the information submitted in the questionnaire herein is for the express purpose of inducing the Board to award a contract to the Bidder. The Bidder has read and understands the requirements of this Bid, and has read and understands the instructions for completing the Bid. The Bidder acknowledges that he/she is duly authorized to provide the information contained in this Bid and that answering the questions in this bid is entirely within his/her control.

DECLARATION

I _____ am the _____
(Print name) (Title) of Applicant.

I certify that I have read and understand the questions contained in the attached 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 on the bid may result in non-award of contract. I authorize the Board to contact any entity named herein, or any other internal or outside resource, for the purpose of verifying information provided in the questionnaire or to develop other information deemed relevant by the Board.

Signature

Sworn and subscribed to before me on
this _____ day of
_____, 20____

Signature of Notary

Notary seal

Print Name

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.

Print Name

Signature of Preparer or
Officer of the Applicant

Sworn and subscribed to before me on
_____ day of
_____, 20____

Signature of Notary

_____ this

Notary Seal

Print Name

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 of Roseland*** 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 of Roseland*** 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:	

AFFIDAVIT OF NON-COLLUSION

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

1. I reside at _____

2. The name of the within applicant is _____

3. I executed the said qualifications proposal on behalf of the applicant with full authority to do so.
4. 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.
5. All statements contained in the Qualification Statement Qualification Proposal and in this Affidavit are true and correct and were made with the full knowledge that the Planning Board of the Borough of Roseland, County of Essex, its officers and employees, relies upon the truth of the statements therein made in awarding the above-named contract.
6. 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.

Sworn and subscribed to
before me on this day of

_____, 20____

Signature of Applicant

Print Name

Signature of Notary

Print Name

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 form 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 vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal working hours.

The successful vendor 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 certified 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 vendor further understands that his/hr qualification proposal shall be rejected as non-responsive if said Professional fails to comply with the requirements of N.J.S.A. 10-5-31 and N.J.A.C. 17:27.

APPLICANT NAME

AUTHORIZED SIGNATURE

PRINT NAME

TITLE

TELEPHONE

EXHIBIT A
N.J.S.A. 10:5-31 AND N.J.A.C. 17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
Good, Professional Services and General Service Contracts
(Mandatory Affirmative Action Language)

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

The Professional or sub Professional, 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 Professional will take affirmative action to ensure that such applicants are recruited and employed, and the 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 Professional 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 Professional or sub Professional, where applicable, will, in all solicitations or advertisements for employees placed by or on behalf of the Professional, 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 Professional or sub Professional, 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 Professional's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The Professional or sub Professional, 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 Professional or sub Professional 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 Professional or sub Professional 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 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 Professional or sub Professional 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 Professional or sub Professional 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 Professional 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 Affirmation Action Plan Approval
Certificate of Employment Information Report
Employee Information Report form AA302

The Professional and its sub Professionals 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.

COMPANY NAME

DATE:

ADDRESS

CITY, STATE, ZIP CODE

TELEPHONE: _____

By: _____
SIGNATURE

PRINT NAME & TITLE

QUALIFICATION PROPOSAL

Date: _____

Company Name: _____

Address: _____

The undersigned declares that he has carefully examined and fully understands the Information for Applicants and other documents herein referred to and agrees to perform all work in accordance with the contract documents.

Applicant's Name

Authorized Signature

Print Name

Title

Telephone

Fax

E-Mail Address

Witness or Attest:

Signature

Print Name
(If Corporation, affix Corporate Seal)

**ACKNOWLEDGEMENT OF RECEIPT OF CHANGES TO
QUALIFICATION PROPOSAL DOCUMENTS FORM**

Pursuant to N.J.S.A. 40A:11-23 Ia, the undersigned hereby acknowledges receipt of the following notices, revisions, or addenda to the qualification proposal advertisement, specifications or qualification documents. By indicating date of receipt, applicant acknowledges the submitted qualification proposal 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 qualification proposal may be subject for rejection of the proposal.

Check if no addendum was issued _____

Addendum Number	How Received (mail, fax, pick-up, etc)	Date Received

Company/Applicant:

By Authorized Representative:

Signature: _____

Print Name and Title: _____

Date: _____

AMERICAN WITH DISABILITIES ACT
Equal Opportunity For Individuals With Disabilities

The Professional and the Borough of Roseland 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 the 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 part of contract. In providing any aid, benefit or service on behalf of the Borough pursuant to this contract, the Professional agrees that the performance shall be in strict compliance with the ADA. In the event that the Professional, its agents, servants, employees or sub Professionals violate or are alleged to have violated the ADA during the performance of this contract, the Professional shall defend the Borough in any action or administrative proceeding commenced pursuant to this ADA. The Professional 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 Professional 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 grievance procedure, the Professional 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 Professional 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 Professional 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 Professional 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 Professional pursuant to this contract will not relieve the Professional of the obligation to comply with the ADA 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 Professional, its agents servants, employees and sub Professionals for any claim which may arise out of their performance of this agreement.

Furthermore, the Professional expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the Professional's obligations assumed in this agreement, nor shall they be construed to relieve the Professional from any liability, nor preclude the Borough from taking any other actions available to it under any other provisions of this agreement or otherwise by law.

Initials _____

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Project Name: _____

Bidder Name: _____

PART 1: CERTIFICATION
BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX

FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE

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, is identified on the Department of Treasury Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's 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 New Jersey Director of the Division of Purchase and Property finds a person or entity to be in violation of law, he/she 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 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 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 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.**
-

**PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO
INVESTMENT ACTIVITIES IN IRAN**

You must provide, 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 boxes below.

NAME: _____ Relationship to Respondent

Description of
Activities _____

Duration of Engagement _____ Anticipated Cessation
Date: _____

Respondent/Officer 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 Somerset County 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 County to notify the County 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 Somerset County, New Jersey and that the County at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print) _____ Signature:

Title _____
Date: _____

GENERAL INFORMATION FOR APPLICANTS RECEIPT OF PROPOSAL

1. Qualifications shall be received in accordance with public advertisement as required by law, a copy of said noticed attached here to and made part of these specifications.
2. Each proposal shall be submitted on the proposal forms attached, in a sealed envelope addressed to the Planning Board Secretary bearing the name and address of the applicant on the outside, and clearly marked 'REQUEST FOR QUALIFICATIONS: with the name of the item(s) and contract number being proposed.
3. It is the Applicant's responsibility to see that qualification proposals are presented to the Planning Board Secretary at the time and place designated. Proposals may be hand delivered or mailed; however, it is the applicant's responsibility for the delivery of the proposal.
4. **The Applicant is required to submit ONE ORIGINAL AND 11 COPIES.**
5. 2020 Fee Schedule **MUST** be included.

PROPOSAL FORM

Proposals must be submitted on the forms included in the qualification package. All blank spaces must be filled in. All proposals shall be typewritten in ink on the forms. Unit prices and totals must be inserted in the space provided. Insert "N/A" in the blanks if "not applicable". Proposals showing any erasure, alteration or interlineations must 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 must be signed by the individual. If the applicant is not an individual, the proposal must 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 Qualifications, they should immediately notify the Board in writing, which will then send written addenda to all applicants covering the point in question. Applicants may not rely on oral responses to inquiries. In order to comply with statutory notice requirements, all challenges must be received by the Board 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 by the Board.
2. Applicants are expected to examine the specifications and related documents with care and observe all their requirements. Ambiguities, errors or omissions noted by the applicants should be reported in writing to the Purchasing Agent. If the applicant fails to notify the Board 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 Qualifications 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 must be received at least ten (10) days prior to the date fixed for the opening of the proposals. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications, and will be distributed to all prospective applicants in accordance with the statute. All addenda so issued shall become part of the contract documents, and shall be acknowledged by the applicant in the proposal. The Board's interpretations or corrections thereof shall be final.

REJECTION OF PROPOSAL

The Board reserves the right to reject any or all proposals and to waive any minor informality in any proposal should it be deemed in the best interest of the Board to do so. Proposals shall be rejected for any of the following reasons:

1. Failure to complete the Affirmative Action Certification
2. Failure to comply with the Americans Disabilities Act of 1990
3. Failure to complete the Disclosure of Ownership Statement
4. Failure to provide New Jersey State Business Registration Certificate.

Proposals may be rejected for any of the following reasons.

5. Failure to complete the Affidavit of Non-Collusion
6. Failure to properly complete the Proposal Form
7. Failure to complete the Checklist of Required documents
8. Insertion of additional conditions, provisions or stipulations

PROCEDURES ON AWARD OF CONTRACT

The Board awards contracts or rejects all proposals within 60 days, unless in accordance with N.J.S.A. 40A:11-24, which provides in the part that “any applicant who consents thereto may, at the request of the contracting unit, have their proposal held for consideration for such longer periods as may be agreed.” All prospective applicants are advised of this schedule since all proposals must be firm when proposed, and must remain so for 60 days or such longer period as the Board and applicant may agree.

NOTIFICATION OF AWARD

1. Upon passage of a Planning Board Resolution awarding the contract, the Planning Board Secretary will forward two (2) sets of contract documents to the successful applicant for execution and delivery. Within ten (10) days of the date of award of contract, the successful applicant shall return two (2) set of contract documents to the Planning Board Secretary with a proper performance bond and insurance certificates if required – refer to Checklist of Required Documents, upon receipt of the contract documents duly executed by the applicant, the contract documents will be submitted to the Board Attorney for review and approval.
2. If approved as to form and execution, the contract documents will then be submitted to the Board for execution on behalf of the Board. A fully executed copy will be returned to the successful applicant by the Board. No Resolution of Award will be binding on the Board before the contract documents have been executed by the Board.
3. Should the successful applicant fail to execute the contract within the (10) days of notification, the Board will be free to award the contract to another applicant.

TERMINATION OF CONTRACT

1. **DEFAULT:** Non-performance of the applicant in terms of the Request for Qualifications shall be a basis for termination of the contract by the Board. The Board may terminate the contract upon 30 days written notice to the applicant. The Board shall not pay for any services and/or materials, which are unsatisfactory. The Professional 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 of non-performance.
2. **UNCONDITIONAL TERMINATION FOR CONVENIENCE:** The Board may terminate the resultant contract for convenience by providing sixty (60) calendar days advance notice to the Professional.

3. **UNCONDITIONAL TERMINATION FOR CONVENIENCE:** The Board may terminate the resultant contract for convenience by providing sixty (60) calendar days advance notice to the Professional.
4. **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 after the Board has determined the applicant has failed to remedy the problem after being forewarned.
5. **TERMINATION BY THE BOARD:** If the Professional 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 Board may terminate this contract. If the Professional 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 Board shall give the Professional fifteen (15) calendar days written notice. Upon receipt of such termination notice, the Professional shall be allowed seven (7) calendar days to cure such deficiencies.

INVOICES

The Board will not honor any invoices submitted for work performed other than that stipulated by these specifications and approval amounts unless previously authorized by a written change order from the Board.

THE CONTRACT

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

- Notice to Applicants
- Information to Applicants
- Specifications (General, Special & Detail)
- Proposal
- All addenda issued by the Board prior to the receipt of proposals

CONFLICTING INFORMATION OR ERRORS

The Board reserves the right to correct any errors or omissions in said Request for Qualifications 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 Board shall be notified of same and the Board will determine the final decision.

Prior to the execution of the work, the Professional shall check the plans and specifications and immediately report to the Board all errors and omissions discovered

therein. Thereafter, during the prosecution of the work, the Professional shall immediately report all further errors or omissions to the Board. Any adjustments made by the Professional without prior approval shall be had at their own risk and the settlement of any complications arising from such settlement shall be made by the Professional at their own expense.

COMPLIANCE WITH LAWS

The applicant 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 all such orders and decrees for bodies having any jurisdiction or authority over the same.

If any discrepancy is discovered in the Request for Qualifications in relation to any such law, ordinance, regulation, order or decree, the applicant should notify the Board in writing. The Professional shall protect and indemnify the Board, 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-Professionals.

BUSINESS REGISTRATION CERTIFICATE

N.J.S.A. 52-32-44 required that each applicant (Professional and sub Professional) provide proof of business registration in response to a request for proposals at the time a Request for Qualifications is submitted. Failure to submit a proper certificate is considered a fatal defect and shall render the proposal unresponsive and cannot be cured by the Governing Body. 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/njbs or by phone at (609) 292-1730. N.J.S.A. 52:32-44 imposes the following requirements on Professionals and all sub Professionals that **knowingly** provide goods or perform services for a Professional fulfilling this contract:

- 1) The Professional shall provide written notice to its sub Professionals and suppliers to submit proof of business registration to the Professional;
- 2) Prior to receipt of final payment from a contracting agency, a Professional must submit to the contracting agency an accurate list of all sub Professionals or attest that none were used;
- 3) During the term of this contract, the Professional and its affiliates shall collect and remit, and shall notify all sub-Professionals 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 Professional, sub Professional or supplier 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 are available by calling (609)292-9292.

AFFIDAVIT OF NON-COLLUSION

The Non-collusion Affidavit, which is part of these specifications, 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 Professional shall insert a similar provision in all sub-contracts for services to be covered by any contract resulting from this proposal.

REQUIRED AFFIRMATIVE ACTION EVIDENCE

Each Professional 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 date of the letter); or
2. A photocopy of a Certificate of Employer Information Report approval, issued in accordance with N.J.A.C. 17:27-4.
3. 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.

STOCKHOLDER DISCLOSURE CERTIFICATION

Chapter 33 of the Public Laws of 1977 amended by Chapter 43 of the Public Law 2016 provides that no corporation, partnership, or limited liability company shall be awarded any county contract for the performance of any work or the furnishing of any materials or supplies, unless prior to the receipt of the proposal or accompanying 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 percent or more of its stock or any class, or of all individual partners in the partnership who own a ten percent or greater interest therein. Form of Statement shall be completed and attached to the proposal.

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

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

INDEMNIFICATION

The Professional agrees to indemnify and save the Board, its officers, agents and employees, hereinafter referred to as indemnitees, from all suits, including attorneys 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 Professional or those acting under Professional to conform to any statutes, ordinances, regulations, law or court decree. It is the intent of the parties to this contract that the indemnitees shall in all instances, except for loss or damage resulting from the sole negligence of the indemnitee, be indemnified against all liability, loss or damage of any nature whatsoever.

GENERAL DESCRIPTION OF DUTIES

1. **Duties and Responsibilities.** The Planning Board Attorney shall perform such duties as are prescribed by general law and local ordinance. In addition, subject to the approval of the Planning Board, the Planning Board Attorney shall:
 - a. Attend all meetings of the Planning Board and provide legal work and representation of the Planning Board at same.
 - b. Perform all legal work required by the Planning Board as well as any additional duties as required.
 - c. Work with the Board Chairperson and Board Secretary to review all development applications and/or applications for relief submitted to the Planning Board.
 - d. Prepare all resolutions as directed by the Planning Board and prepare opinions and rulings on questions of law that may arise at Planning Board meetings.

- e. Coordinate all efforts with the appropriate official of the administration to effectuate the intent and objectives of the Municipal Land Use Law (N.J.S.A. 40:55D-1 et seq.),
- f. Work closely with the Borough Attorney as necessary to represent the Borough in any litigation and conduct trials, appeals, and other proceedings based upon any decisions rendered by the Planning Board.
- g. Maintain all legal papers, documents, memoranda, reports and other records relating to the legal duties of the Planning Board. Upon termination of services with the Planning Board, the Planning Board Attorney shall forthwith surrender to the Planning Board all such property and shall furnish written consent to substitution of his/her successor in any pending actions or proceedings.
- h. Provide general advice as directed by the Planning Board.

MANDATORY MINIMUM REQUIREMENTS

1. **Minimum qualifications.** A proposer for the position of Planning Board Attorney must meet the following minimum qualifications:
 - a. Must be an attorney in good standing licenses to practice law in the State of New Jersey for ten years.
 - b. Must have five (5) years' experience in practicing land use law.
 - c. Must have specific knowledge of the Borough of Roseland.
 - d. Must be a partner in a qualified New Jersey law firm.
 - e. Must have prior experience working with public sector clients and specifically representing municipal clients in land use matters.
 - f. Must be responsive to telephone calls and inquiries.
 - g. Must be able to handle diverse issues and matters.
2. **Special Counsel.** Whenever it is deemed to be in the best interest of the Planning board, the Planning Board may appoint on their own motion a special counsel or law firm within the limits of available appropriations to assist in the representation of the Planning Board in connection with any issue or capacity. Such appointment is subject to approval of a majority of the Planning Board.

Contract Required. The successful proposer shall be required to execute the Borough's form contract which includes its standard form indemnification and insurance provisions.

INSURANCE REQUIREMENTS

Prior to commencing work under contract, the successful firm shall furnish the Board with a certificate of insurance as evidence that it has procured the insurance coverage required herein. A carrier approved by the Board must provide the coverage. Firms must give the Board a sixty (60) day notice of cancellation, non-renewal or change in insurance coverage. The successful firm(s) shall provide and maintain the following minimum limits of coverage during the period of performance required under the contract resulting from this Request for Qualifications.

The Vendor providing a service to Board shall maintain the following kinds of insurance with the limits not less than the amounts indicated. All insurers must have an AM Best's rating of at least A- Class VII. The specifications outlined are standard industry Insurance Services Office (ISO) forms that are used by most insurers. In the event a carrier utilizes a proprietary policy form, the agent or broker must provide a statement that the policy provides a scope of coverage at least as broad as the requested ISO form.

The vendor will provide a Certificate of Insurance evidencing the following coverage

PROFESSIONAL LIABILITY

Minimum of \$1,000,000.00 errors and omissions per occurrence to be amended based upon the specific work and values involved.

AUTOMOBILE LIABILITY

Minimum of \$1,000,000.00 per occurrence. This coverage is required if the operation of any vehicle is required in the performance of the services detailed herein (including but not limited to the use of a vehicle to make any on-site visits).

Worker's Compensation & Employers Liability (If the user is an Employer):

Worker's Compensation as required by statute.

Employers Liability with limits of: \$1,000,000 Each Accident

\$1,000,000 Disease – Policy Limit

\$1,000,000 - Each Employee

All sole proprietors, partners of a partnership, members of a limited liability company must elect worker's compensation and employer's coverage

Commercial General Liability

Occurrence Form - Insurance Services Offices – (ISO) Form CG0001 (Ed. 4/2013; 12/07; 12/04; 10/01)

Limits: \$1,000,000 Each Occurrence

\$1,000,000 Personal & Advertising Injury Limit

\$2,000,000 General Aggregate

\$2,000,000 Products-Completed Operations Aggregate

The following endorsements are to be attached and made a part of the Certificate of Insurance:

- Additional Insured – Designated Person or Organization (CG 20 26 04 13)
Borough of Roseland its elected officials, officers, directors and employees.
Or,
Additional Insured-Owners, Lessees or Contractors (CG2010 Ed 04 13,)

Borough of Roseland its elected officials, officers, directors and employees.
- Waiver of Transfer of Rights of Recovery Against Others To Us (CG2404 Ed 05/09) –
Applies to: Borough of Roseland its elected officials, officers, directors and employees

- Earlier Notice of Cancellation of Cancellation Provided by Us (CG0224) – Number of Days Notice: 30 Days except 10 days for non-payment of premium.
Endorsement specifically applying to: Borough of Roseland (insert address).

INDEMNIFICATION

The selected firm(s) shall defend, indemnify and hold harmless the Board; its officers, agents, and employees from any and all claims and costs of any nature. Whether for personal injury, property damage, or other liability arising out of or in any way connected with the firm's acts or omissions under this agreement.

TERMS OF CONTRACT

January 1, 2020 through December 31, 2020

List hourly rates by title and all other incidental charges separately.

EXHIBIT B
2020 AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN
THE PLANNING BOARD AND _____

THIS AGREEMENT is made this _____ day of _____, 2019 between _____ (hereinafter referred to as the "Firm") having an address of _____ and the Planning Board (hereinafter referred to as "Board") having an address of 300 Eagle Rock Avenue, Roseland, New Jersey 07068.

WHEREAS, the Board contemplates the retention of the Firm to provide professional services to the Planning Board and/or their employees (individually and collectively referred to herein as the "Board Entities") regarding matters of the nature of _____; and

WHEREAS, the Firm desires to provide such representation.

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

1. Term

Except as otherwise provided by the terms of this Agreement, the Board is retaining the Firm for the period beginning on January 1, 2020 and ending on December 31, 2020 (the "Term"), or any single project for the construction, reconstruction or rehabilitation of any public building, structure or facility, or any public works project, including the retention of the services of any architect or Attorney in connection therewith, for the length of time authorized and necessary for the completion of the actual construction.

2. Services Provided by the Firm

Following the assignment of a matter under Section 2 (A) hereof and performance by the Firm of a conflicts check, as required pursuant to Section 6 hereof, the Firm shall undertake the professional work assigned with respect to the Board Entities pursuant to the following procedures and requirements:

A.) Case Assignment

The Firm shall represent the Board Entities in specifically assigned matters. The scope of the Firm's representation and the identity of the Board Entities to be represented shall be as established in the Request for Proposal, if applicable, and/or communications from the Planning Board, and Melissa Barnes, Planning Board Secretary the Planning Board Attorney (hereinafter referred to as "General Counsel") depending on the type of each assigned matter.

B.) Coordination with Borough of Roseland

The Firm acknowledges and agrees that it will coordinate all aspects of any legal matter with Roseland's General Counsel including but not limited to discussing strategy; negotiation; drafting and preparation of documents, contracts, pleadings, briefs and motions; retention of experts and expert reports; and/or litigation. The Firm shall provide General Counsel with copies of all court notices and Orders as the Firm receives them and shall provide General Counsel with reasonable advance notice of all litigation events including but not limited to court appearances and conferences, arbitrations, mediations, discovery deadlines, deposition, motions and trial dates. No expert shall be retained without the prior notice and approval of General Counsel. In the event the Board maintains a panel list of experts, court reporters or other litigation support professionals, the Firm shall use experts or professionals from said panel list. Substantive documents drafted by the Firm must be provided to General Counsel prior to their service upon other parties, mediators, arbitrators or the Court and shall be provided reasonably in advance of any applicable deadline in order to allow a reasonable period of time for review and comment by General Counsel. Further, the Firm shall undertake no research, motion or substantive action without prior written notice to and approval by General Counsel. Motions prepared and research conducted without prior written approval and hearings/conferences attended without prior notice to General Counsel may not be reimbursed. Further, in matters where Roseland has assigned more than one attorney, the Firm shall look to General Counsel for overall matter coordination. Joint meetings or conferences conducted without reasonable prior notice to General Counsel may not be reimbursed.

The Firm shall consult with General Counsel regarding the appropriateness of settlements prior to negotiation and completion of such settlements. The terms of all such settlements, whether at trial or otherwise, must first be approved by the General Counsel who will communicate with the Governing Body with or without the Firm's participation in the judgment of General Counsel.

Regarding Professional Planning or other matters, the Firm shall consult with Planning Board, and/or Planning Board Secretary depending upon the nature of the matter and the scope of the work as the Board determines in its sole discretion.

C.) Reporting Requirements

In the case of litigated matters, the Firm shall prepare a brief one-page quarterly report for each matter it has been assigned (the "QCR") along with a Budget (as described below). Each QCR shall briefly summarize the status of the matter, and where applicable in litigation and tax appeal matters, the estimated exposure of the Roseland Entities for each matter it is currently handling. The QCR shall include the Firm's best estimate of the reserves (both settlement and trial values) it recommends be established for each matter, if applicable.

The Budget shall set forth the estimated legal fees and costs that the Firm expects to be incurred that quarter. The General Counsel's receipt of Budgets that the Firm submits shall not be construed as Roseland's approval for the Firm to incur costs or submit invoices to the extent set forth therein, it being understood that said budgets are submitted solely for the purpose of the General Counsel's consideration, not its approval.

A current version of each QCR and Budget shall be transmitted to General Counsel no later than the tenth day of the first month following the end of each calendar quarter (i.e., the March QCR (known as the "First Quarter QCR") is due April 10; the June QCR (known as the "Second Quarter QCR") is due July 10, etc.). No QCR shall exceed two (2) pages in length. The aggregate time billed for the preparation of each QCR and Budget shall not exceed 1.0 hour unless first approved in writing by General Counsel. In the event that new or additional facts or circumstances are revealed during the period between issuance of QCRs that may substantially change the Roseland Entities' position or exposure in a matter, the Firm shall immediately inform General Counsel. The Firm acknowledges and agrees that should the Firm fail to provide the General Counsel with the QCRs or Budgets in compliance with the above requirements, Roseland may withhold, discount or deny any payment due on the invoices the Firm bills to Roseland. The discount remedy shall be taken in an amount or at terms at Roseland's sole discretion and shall be in addition to all other remedies available to Roseland as provided by this Agreement or at law.

D.) Communication with Media

The Firm shall not provide documents or discuss or otherwise communicate the status of any matter, or provide any other information regarding any matter assigned under this Agreement to any newspaper, TV, internet or any other media outlet or reporter without the express, prior approval of the Board.

4. Reimbursement

Except as otherwise set forth in this Agreement, the Board agrees to reimburse the Firm for services provided by the Firm hereunder at the rates set forth in the Planning Board's Resolution appointing the Firm or the rate set forth in the Firm's Request for Proposal, whichever is lower. The Board also agrees to reimburse the Firm for reasonable disbursements, following transmittal of fully detailed invoices to and approval by the General Counsel in accordance with the Firm's Request for Proposal and Resolution of the Planning Board appointing the Firm. The Firm shall submit invoices for services rendered and disbursements made for payment for each matter no greater than sixty (60) days (the "deadline") following the date such service is provided or cost is incurred. For example, services provided on March 1 must be presented in an invoice to the Board no later than May 1. The Firm agrees that the Board shall, at its sole discretion, be entitled to refuse or reduce payment for invoices received after the deadline. All invoices

provided by the Firm shall be submitted individually, in duplicate with a cover letter indicating, in alphabetical order by case name all invoices being submitted for payment. Each individual invoice shall include the time period during the billed fees and costs were incurred and the total fees and costs being billed. Time entries on all invoices shall describe each task involved and the amount of time dedicated to that task. (For example, it shall be insufficient to state "Work on motion"; rather, the entry shall explain what tasks were performed in drafting said motion). The Firm shall not bill for voicemail messages left or received from any person. The Board reserves the right to deduct Firm charges that it believes exceed what is reasonably required to complete the task in question. Not more than one attorney or paralegal shall bill time to any task unless the Board approves same in advance. Invoices containing billing for third-party vendor charges must have attached detailed copies of each such invoice. Travel will be reimbursed based upon detailed statements describing such travel (i.e., beginning and ending points, miles traveled and rate per mile charged). Mileage charges shall not exceed that rate which is currently approved by the IRS less 0.05 cents per mile (i.e., if the IRS approved rate for business mileage is 0.50/mi, Roseland will reimburse at 0.45/mi.). In the event copy costs are to be billed, the rate shall not exceed **10** cents per page. Roseland will not reimburse for telefax charges incurred by the Firm unless the General Counsel approves in advance the use of and billing for such telefax delivery in advance in writing. Roseland will not pay for scanning and email of documents. Roseland will reimburse overnight and same day delivery charges (i.e., FedEx, Lawyers Service, etc.) at the actual cost Firm incurs.

5. Insurance

The Firm will carry Professional Liability Insurance with limits of not less than \$1MM per Claim. The Firm shall provide the Board evidence of this coverage to Roseland's Borough Administration at the time of the execution of this agreement and immediately upon reasonable request.

6. Conflict

The Firm shall perform a conflict check prior to accepting any matter assigned, and shall not undertake the representation of any person or entity whose interests are or which may be adverse to Board Entities. The Firm agrees that its representation of any person or entities whose interests are or may be adverse to Board Entities constitutes a conflict. The Firm acknowledges and agrees that its representation of any person or entity in a claim which is adverse to the Board Entities via direct claim, cross-claim or otherwise, shall be grounds for immediate termination by the Board pursuant to Section 9 (A) hereof. Further, the Board shall be entitled to deny payment for any services the Firm bills the Board for any or all matters assigned to the Firm, even for matters unrelated to the conflict, from the period beginning upon when such conflict arose. The prohibitions set forth in this Paragraph 6 shall survive the expiration or termination of this Agreement for a period of no less than three years.

7. No Assignment, Reimbursement or Acceptance of Other Member Work.

The obligations of the Firm may not be assigned, subcontracted or otherwise deferred to any person, firm or other entity without the prior written consent of the Board, as evidenced in writing. Further, the Firm covenants and agrees that it shall not accept compensation, reimbursement or payment in any form or fashion from any person, other than the Board for the Firm's performance of the services required under this Agreement. Finally, the Firm agrees that other than the matters currently being handled on behalf of any of the Board Entities, the Firm will not undertake to represent or provide legal services to any official, agent, representative or employee of Roseland, without prior written notice to and approval by the Board.

8. Independent Contractor

The Firm shall be an independent contractor and not an employee of Roseland.

9. Termination

The Board may terminate this Agreement at any time upon the Planning Board resolving to terminate the agreement and upon the Board providing Firm written notice (the "Termination Notice"). In addition to the Board's right to deny payment of Firm invoices as otherwise set forth in this Agreement, the Board shall not be liable for any legal fees the Firm incurs following the delivery of the Termination Notice. The Firm shall reasonably and professionally cooperate at its sole cost and expense with the transition of any and all matters the Firm was assigned to any successor firm including but not limited to executing all necessary substitutions of attorneys and providing all original files promptly to successor firm upon successor firm's request.

The Firm may terminate this Agreement only upon sixty (60) days written notice.

10. Distribution of Claims

The Planning Board shall, at its sole discretion, determine which matters, if any are assigned to the Firm. The Board does not guarantee a minimum caseload or the assignment of any matters to the Firm.

11. Complete Agreement

This Agreement contains all of the terms and conditions agreed to by the parties hereto, and no other agreements, oral or otherwise regarding the subject matter of this Agreement shall be deemed to exist or bind any of the parties hereto. Notwithstanding the above, the Firm shall be bound by all its representations made in connection with any Request for Proposal.

12. Governing Law and Remedies

This Agreement shall be governed by and construed under the laws of the State of New Jersey. The Board hereby reserves all rights and remedies available for the Firm's breach of this Agreement.

13. Dispute Resolution

Any disputes between the Firm and the Board arising out of this Agreement shall, at the discretion of the Board, be submitted to binding arbitration to be venued in Essex County, New Jersey pursuant to the Rules of the American Arbitration Association. The Board specifically reserves all rights and remedies, whether pursuant to this contract, statute or common law, for any breach of this Agreement. At a minimum, it shall be a breach of this Contract for failure of the Firm to satisfy any of the conditions of this Agreement

14. Notice

All notices required under this Agreement shall be sent via certified mail, return receipt requested or via overnight mail and shall be deemed duly given when sent in the foregoing manner to the parties at the following addresses, or to such other addressed as are established by notice provided for under this paragraph, Notice of change of address shall only be effective upon receipt thereof:

To Roseland:

Melissa Barnes, Planning Board Secretary
Borough of Roseland
300 Eagle Rock Avenue
Roseland, New Jersey 07068

To the FIRM:

WITNESS:

PLANNING BOARD

Melissa Barnes, Board Secretary

BY: _____
Louis LaSalle, Planning Board Chairman

DATE _____

WITNESS:

BY: _____

DATE: _____

BOROUGH OF ROSELAND

Essex County

New Jersey

REQUEST FOR PROPOSAL & QUALIFICATIONS

Planning Board Engineer

QUALIFICATION PROPOSAL OPENING

Date: DECEMBER 23, 2020

Time: 10:15 am

ADDRESS ALL QUALIFICATION STATEMENTS TO:

**PLANNING BOARD
Borough of Roseland
300 Eagle Rock Avenue
ROSELAND, NJ 07068**

Borough of Roseland
Requests for Qualifications: Planning Board Engineer 2021
Qualification Opening Date; DECEMBER 23, 2020 10:15 am

Basis of Award of Professional Contract

All awards are and shall be subject to the availability of funds for the professional services in the 2020 Temporary and/or Final Budgets.

Please submit one (1) original and eleven (11) copies of the proposal and deliver to:

Planning Board
Borough of Roseland
300 Eagle Rock Avenue
Roseland, NJ 07068

Deadline for submission is DECEMBER 23, 2020 by 10:15 am.

Borough of Roseland
Requests for Qualifications: Planning Board Engineer 2021
Qualification Opening Date; DECEMBER 23, 2020 10:15 am

Sealed qualification proposals will be received by the Planning Board Secretary of the Borough of Roseland on DECEMBER 23, 2020 at 10:15 am, in the Department of Public Works Building, 300 Eagle Rock Avenue, Roseland, NJ 07068 at which time and place qualifications will be opened and read in public for:

PLANNING BOARD ENGINEER

Qualification documents and instructions to applicants may be obtained at the Department of Public Works Building, 300 Eagle Rock Avenue, Roseland, NJ 07068 during regular business hours (8:30 Aam-4:30 PM – Monday through Friday)

Applicants shall comply with the requirements of L.1975, c.127 as amended (N.J.S.A. 10:5-31 et seq.) and N.J.A.C. 17:27-1.1 et seq.

This Request for Qualifications is being solicited through a fair and open process in accordance with N.J.S.A. 19:44A-20.5 et seq.

GENERAL INFORMATION & SUMMARY

ORGANIZATION REQUESTING QUALIFICATIONS

PLANNING BOARD
BOROUGH OF ROSELAND
300 EAGLE ROCK AVENUE
ROSELAND, NJ 07068

CONTACT PERSON

MELISSA BARNES, PLANNING BOARD SECRETARY
mbarnes@roselandnj.org

PURPOSE OF REQUEST

The Planning Board of the Borough of Roseland (the “Board”) is soliciting Qualification Statements from interested persons and/or firms for the provision of professional services for calendar year 2020, as more particularly described herein. Through a Request for Qualification (RFQ) process described herein, persons and/or firms interested in assisting the Board with the provision of such services must prepare and submit a Qualification Statement in accordance with the procedure and schedule in this RFQ. The Board will review Qualification Statements only from those persons and/or firms that submit a Qualification Statement which includes all the information required to be included as described herein, as determined in the sole and absolute discretion of the Board. The Board intends to qualify persons and/or firms that (a) will agree to work under the compensation terms and conditions determined by the Board to provide the greatest benefit to the taxpayers of Roseland. The services of successful respondents may be procured as soon as January 2020.

DEFINED TERMS

The following definitions shall apply to and are used in this Request for Qualifications:

“Board” – refers to the Borough of Roseland Planning Board

“Qualification Statement” – refers to the complete responses to this RFQ submitted by the respondents.

“Qualified Respondent” – refers to a respondent who (in the sole and absolute discretion of the Board) has satisfied the qualification criteria set forth in the RFQ.

“RFQ” – refers to this Request for Qualifications, including any amendments thereof or supplements thereto.

“Respondent” or Respondents” – refers to the interested persons and/or firm(s) that submit a Qualification Statement.

REQUIREMENTS OF THE QUALIFICATION STATEMENTS FOR PLANNING BOARD ENGINEER

SUBMISSION REQUIREMENTS – Respondents must have a minimum of eight (8) years of experience in Engineer Services. Each Qualification Statement clearly indicates the position(s) sought. Respondents should submit a Qualification Statement that contains the following:

1. **STANDARD REQUIREMENTS OF TECHNICAL PROPOSAL:** Respondents should submit a technical proposal which contains the following:
 - A. The name of the respondent, the principal place of business and, if different, the place where the services will be provided;
 - B. The education, qualifications, experience, and training of all persons who would be assigned to provide services along with their names and titles;
 - C. A listing of all other engagements where services of the types being proposed were provided in the past ten years. This should include public and private entities. Contact information for the recipients of the similar services must be provided. The Board may obtain references from any of the parties listed;
 - D. Proof of professional liability insurance;
 - E. Proof of any necessary professional license or certification for all professionals assigned to the engagement;
 - F. Statement that neither the firm nor any individuals assigned to this engagement are disbarred, suspended, or otherwise prohibited from professional practice by any federal, state, or local agency;
 - G. An Affirmative Action Statement (copy of form attached);

- H. A completed Non-Collusion Affidavit (copy of form attached);
- I. A completed Owner Disclosure Statement (copy of form attached);
- J. A statement that the respondent will comply with the General Terms and Conditions required by Board and enter into the Board's standard Professional Services Contract;
- K. A copy of the respondent's Business Registration Statement.

COST PROPOSAL – Respondents should submit a cost proposal that would include attendance at all meetings, review and report on applications and land use matters, site inspections, and all duties as prescribed by law, if services will be provided at a flat rate, if all or any services will be billed through hourly rates and what are the established rate(s). The Board does not provide payment for reimbursement for travel expenses. Respondents should include an hourly rate for services that may need to be performed outside the scope of routine services (e.g., to handle any litigation). The Board retains the right to negotiate a reduction to a respondent's cost proposal and shall be under no obligation, express or implied, to communicate any such negotiations with any other respondent.

EVALUATION – The Board has structured a procurement process that seeks to obtain the desired results described herein, while establishing a competitive process to assure that each person and/or firm is provided an equal opportunity to submit a Qualification Statement in response to the RFQ. The Board will select the most advantageous proposal(s), if any and as determined in its sole and absolute discretion, based on all of the evaluation factors set forth at the end of the RFQ. The Board will make the award(s) if any, that is in the best interest of the Board.

Qualification Statements will be reviewed and evaluated by the Planning Board. The Qualification Statements will be reviewed to determine if the respondent has met the minimum professional, administrative and financial areas and other requirements described in this RFQ. Each respondent must satisfy the objectives and requirements detailed in the RFQ. The successful respondent shall be determined by an evaluation of the total content of the Qualification Statement submitted. Under no circumstances will a member of the Board review responses to an RFQ for an appointment that he/she or his/her firm submitted a response. Based upon the totality of the information contained in the Qualification Statement, including information about the reputation and experience of each respondent, the Board will (in its sole and absolute discretion) determine which respondents are qualified from a professional, administrative and financial perspective. Each respondent that meets the requirements of the RFQ (determined in the sole and absolute discretion of the Board) will be designated as a

Qualified Respondent and may then be given an opportunity to provide services to the Board.

The RFQ process commences with the issuance of this RFQ. It is anticipated that certain Qualified Respondents will be selected to begin providing services to the Board by January 2020. There can be no assurance, however, that any Qualified Respondent will be selected.

All communications concerning this RFQ or the RFQ process shall be directed, in writing, to the Board's designated contact person:

Melissa Barnes, Planning Board Secretary
mbarnes@roselandnj.org

RESERVATION OF RIGHTS – The Board reserves the right to:

- A. Not select any of the proposals;
- B. Select only portions of a particular respondent's proposal for further consideration (however, respondents may specify portions of a proposal that they consider "bundles");
- C. Supplement, amend or otherwise modify the RFQ through issuance of Addenda to all prospective respondents who have received a copy of this RFQ;
- D. Change or alter the schedule for any events called for in this RFQ upon the issuance of Addenda to all prospective respondents who have received a copy of this RFQ;
- E. Negotiate a reduction or modification to a respondent's cost proposal or any other aspect of a Qualification Statement;
- F. Conduct investigations of any or all of the respondents, as the Board deems necessary or convenient, to clarify the information provided as part of the Qualification Statement and to request additional information to support the information included in any Qualification Statement; and
- G. To suspend or terminate the procurement process described in this RFQ at any time (in its sole and absolute discretion). If terminated, the Board may determine to commence a new procurement process or exercise any other rights provided under applicable law without any obligation to the respondents.

LIMITATIONS – This RFQ is not an offer, order or contract and should not be regarded as such, nor shall any obligation of liability be imposed on the Board by issuance of the RFQ. The Board reserves the right at the Board's sole discretion to refuse any submission. This RFQ does not constitute a Request for Proposal ("RFP") and does not commit the Board to issue a RFP.

USE OF INFORMATION – Any documentation, specifications, drawings, sketches, models, samples, data, computer program, technical or business information and the like (“information”) furnished or disclosed by the Board to the respondent in connection with this RFQ shall remain the property of the Board. When in tangible form, all copies of such Information shall be returned to the Board upon request. Unless such Information was previously known to the respondent, free of any obligation to keep it confidential, or has been or is subsequently made public by the Board or a third party, it shall be held in confidence by the respondent, shall be used only for the purpose of this RFQ, and may not be used for other purposes except upon such terms and conditions as may be mutually agreed upon in writing.

GENERAL TERMS AND CONDITIONS –

- A. The Board reserves the right to reject any Qualification Statement in whole or in part or to waive any informalities in a Qualification Statement and, unless otherwise specified by the respondent, to accept any item, items or services in the proposals should it be deemed in the best interest of the Board to do so.
- B. In case of the failure by a successful respondent to perform, the Board may procure the articles or services from other sources, deduct the cost of the replacement from money due to the respondent under the contract and hold the respondent responsible for any excess cost occasioned thereby.
- C. The respondent shall maintain sufficient insurance to protect against all claims under Workmen’s Compensation, General, Professional and Automobile Liability.
- D. Each Qualification Statement must be signed by the person authorized to do so.
- E. One original and 11 copies of the Qualification Statements shall be and may be hand delivered or mailed consistent with the provisions of the RFQ procedures outlined herein. In the case of mailed proposals, the Board assumes no responsibility for Qualification Statements received after the designated date and time and will return late Qualification Statements unopened. Proposals will not be accepted by facsimile or e-mail. Proposals shall be in a sealed envelope, marked “Qualification Statement for the Provision of Legal or Other Professional Services.” To be considered, proposals shall be delivered to or received by the Planning Board Secretary no later than 10:15 am on DECEMBER 23, 2020.
- F. Respondents are required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27. See attached Exhibit A.
- G. By submission of a Qualification Statement, the respondent certifies that the service to be furnished will not infringe upon any valid patent, trademark or copyright and a successful respondent shall, at its expense, defend any and all actions or suits charging such infringement, and will save the Board harmless in any case of any such infringement.

- H.** No respondent shall influence, or attempt to influence or cause to be influenced, any Board member or employee to use his/her official capacity in any manner which might tend to impair the objectivity or independence of judgment of said officer or employee.
- I.** No respondent shall cause or influence, or attempt to cause or influence, any Board member or employee to use his/her official capacity to secure unwarranted privileges or advantages for the respondent or any other person.
- J.** Should any difference arise between the contracting parties as to the meaning or intent of these instructions or specifications, the Board's decision shall be final and conclusive.
- K.** All costs incurred by the respondent in connection with responding to this RFQ shall be borne solely by the respondent. The Board shall not be responsible for any expenditure of monies or other expenses incurred by the respondent.
- L.** The checklist, affidavits, notices and the like presented at the end of this RFQ are a part of this RFQ and shall be completed and submitted as part of a Qualification Statement.
- M.** All Qualification Statements shall become the property of the Board and will not be returned.
- N.** All Qualification Statements will be made available to the public at the appropriate time, as determined by the Board (in the exercise of its sole and absolute discretion) and in accordance with law.
- O.** The Board may request respondents to send representatives to the Board for interviews with less than 24 hours advance notice.
- P.** Neither the Board, nor their respective staffs, consultants or advisors (including, but not limited to, the Board) shall be liable for any claims or damages resulting from the solicitation or preparation of the Qualification Statement, nor will there be any reimbursement to respondents for the cost of preparing and submitting a Qualification Statement or for participating in this procurement process.
- Q.** As a condition of the appointment the applicant agrees to the terms and conditions of the attached professional service agreement (Exhibit B)

END OF GENERAL INSTRUCTIONS

BASIS OF AWARD

A contract, if any, shall be awarded based upon the following factors:

EVALUATION FACTORS

- A. Proposal contains all required checklist information (20 points)**
- B. Relevance and Extent of Qualifications, Experience, and Training of Personnel to be assigned (15 points)**
- C. Relevance and Extent of Similar Engagements performed (15 points)**
- D. Plan for performing engagement in realistic, thorough, and demonstrates knowledge of requirement and personnel availability (20 points)**
- E. Reasonableness of Cost Proposal (20 points)**
- F. Other factors, if determined to be in the best interest of the Borough of Roseland Planning Board and its agencies (10 points)**

CHECK LIST OF REQUIRED DOCUMENTS

Failure to provide the following items, as checked **SHALL** result in your bid being disqualified.

These are **MANDATORY** requirements of this bid package:

		Initials
Checklist of Required Documents, signed below	<u> X </u>	_____
Hard Copy of Resumes setting forth qualifications	<u> X </u>	_____
Hard copy of Applicant and Designated Individual Resumes	<u> X </u>	_____
Pay to Play Advisory (Disclosure Requirements)	<u> X </u>	_____
Acknowledgement of Addenda (as applicable)	<u> X </u>	_____
Affirmative Action Certification	<u> X </u>	_____
Mandatory Equal Opportunity Employment Language	<u> X </u>	_____
Americans with Disabilities Act	<u> X </u>	_____
Disclosure of Investment Activities in Iran	<u> X </u>	_____
Ownership Disclosure Statement properly notarized	<u> X </u>	_____
Responsible Bidder Certification properly notarized	<u> X </u>	_____
False Statement Penalties Certification properly notarized	<u> X </u>	_____
Non-Collusion Affidavit properly notarized	<u> X </u>	_____

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

		<u>Initials</u>
Responsible Bidder Checklist	<u> X </u>	_____
Responsibility Acknowledgement (Post Contract Award)	<u> X </u>	_____

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

		<u>Initials</u>
Business Registration Certificate	<u> X </u>	<u> </u>
Taxpayer Identification (W-9)	<u> X </u>	<u> </u>

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

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

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

COMPANY / BIDDER'S NAME

AUTHORIZED SIGNATURE

DATE

NAME (PRINT) TITLE

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.

This report will include certain contributions and contract information for calendar year 2020

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

1-609-292-8700

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

Initials _____

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 Board.

Refusal to answer or omission of response to any questions 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 Board 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 Professional on a
public contract? | Yes
_____ | No
_____ |
| 4. Has your firm, or any key Person in your firm, ever been
found guilty on 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 you or your firm been held
as a defendant by a government entity for failure to
perform services. | Yes
_____ | No
_____ |

RESPONSIBILITY ACKNOWLEDGEMENT
POST CONTRACT AWARD

The undersigned hereby acknowledges that the following documents must be submitted to the Board within 10 days after receiving a Notice to Award by the Borough Clerk.

Certification of Insurance

- In accordance with Borough requirements of "Insurance"

Signed Contracts

- In accordance with Borough requirements of "Notification of Award"

Initial Project Workforce Report

- In accordance with Borough requirements of "Required Affirmative Action Evidence"

Company/Bidder: _____

By Authorized Representative: _____

Signature: _____

Printed Name and Title: _____

Date: _____

RESPONSIBLE BIDDER CERTIFICATION

A copy of this certification must included with the RFP 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 recognized that the information submitted in the questionnaire herein is for the express purpose of inducing the Board to award a contract to the Bidder. The Bidder has read and understands the requirements of this Bid, and has read and understands the instructions for completing the Bid. The Bidder acknowledges that he/she is duly authorized to provide the information contained in this Bid and that answering the questions in this bid is entirely within his/her control.

DECLARATION

I _____ am the _____
(Print name) (Title) of Applicant.

I certify that I have read and understand the questions contained in the attached 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 on the bid may result in non-award of contract. I authorize the Board to contact any entity named herein, or any other internal or outside resource, for the purpose of verifying information provided in the questionnaire or to develop other information deemed relevant by the Board.

Signature

Sworn and subscribed to before me on
this _____ day of
_____, 20____

Signature of Notary

Notary seal

Print Name

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.

Print Name

Signature of Preparer or
Officer of the Applicant

Sworn and subscribed to before me on _____
_____ day of _____
_____, 20____

Signature of Notary

this

Notary Seal

Print Name

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 of Roseland*** 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 of Roseland*** 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:	

AFFIDAVIT OF NON-COLLUSION

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

1. I reside at _____

2. The name of the within applicant is _____

3. I executed the said qualifications proposal on behalf of the applicant with full authority to do so.
4. 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.
5. All statements contained in the Qualification Statement Qualification Proposal and in this Affidavit are true and correct and were made with the full knowledge that the Planning Board of the Borough of Roseland, County of Essex, its officers and employees, relies upon the truth of the statements therein made in awarding the above-named contract.
6. 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.

Sworn and subscribed to
before me on this day of
_____, 20_____

Signature of Applicant

Print Name

Signature of Notary

Print Name

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 form 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 vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal working hours.

The successful vendor 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 certified 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 vendor further understands that his/hr qualification proposal shall be rejected as non-responsive if said Professional fails to comply with the requirements of N.J.S.A. 10-5-31 and N.J.A.C. 17:27.

APPLICANT NAME

AUTHORIZED SIGNATURE

PRINT NAME

TITLE

TELEPHONE

EXHIBIT A
N.J.S.A. 10:5-31 AND N.J.A.C. 17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
Good, Professional Services and General Service Contracts
(Mandatory Affirmative Action Language)

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

The Professional or sub Professional, 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 Professional will take affirmative action to ensure that such applicants are recruited and employed, and the 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 Professional 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 Professional or sub Professional, where applicable, will, in all solicitations or advertisements for employees placed by or on behalf of the Professional, 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 Professional or sub Professional, 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 Professional's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The Professional or sub Professional, 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 Professional or sub Professional 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 Professional or sub Professional 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 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 Professional or sub Professional 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 Professional or sub Professional 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 Professional 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 Affirmation Action Plan Approval
Certificate of Employment Information Report
Employee Information Report form AA302

The Professional and its sub Professionals 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.

COMPANY NAME

DATE:

ADDRESS

CITY, STATE, ZIP CODE

TELEPHONE: _____

By: _____
SIGNATURE

PRINT NAME & TITLE

QUALIFICATION PROPOSAL

Date: _____

Company Name: _____

Address: _____

The undersigned declares that he has carefully examined and fully understands the Information for Applicants and other documents herein referred to and agrees to perform all work in accordance with the contract documents.

Applicant's Name

Authorized Signature

Print Name

Title

Telephone

Fax

E-Mail Address

Witness or Attest:

Signature

Print Name
(If Corporation, affix Corporate Seal)

**ACKNOWLEDGEMENT OF RECEIPT OF CHANGES TO
QUALIFICATION PROPOSAL DOCUMENTS FORM**

Pursuant to N.J.S.A. 40A:11-23 Ia, the undersigned hereby acknowledges receipt of the following notices, revisions, or addenda to the qualification proposal advertisement, specifications or qualification documents. By indicating date of receipt, applicant acknowledges the submitted qualification proposal 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 qualification proposal may be subject for rejection of the proposal.

Check if no addendum was issued _____

Addendum Number	How Received (mail, fax, pick-up, etc)	Date Received

Company/Applicant:

By Authorized Representative:

Signature: _____

Print Name and Title: _____

Date: _____

AMERICAN WITH DISABILITIES ACT
Equal Opportunity For Individuals With Disabilities

The Professional and the Borough of Roseland 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 the 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 part of contract. In providing any aid, benefit or service on behalf of the Borough pursuant to this contract, the Professional agrees that the performance shall be in strict compliance with the ADA. In the event that the Professional, its agents, servants, employees or sub Professionals violate or are alleged to have violated the ADA during the performance of this contract, the Professional shall defend the Borough in any action or administrative proceeding commenced pursuant to this ADA. The Professional 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 Professional 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 grievance procedure, the Professional 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 Professional 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 Professional 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 Professional 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 Professional pursuant to this contract will not relieve the Professional of the obligation to comply with the ADA 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 Professional, its agents servants, employees and sub Professionals for any claim which may arise out of their performance of this agreement.

Furthermore, the Professional expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the Professional's obligations assumed in this agreement, nor shall they be construed to relieve the Professional from any liability, nor preclude the Borough from taking any other actions available to it under any other provisions of this agreement or otherwise by law.

Initials _____

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Project Name: _____

Bidder Name: _____

PART 1: CERTIFICATION
BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX

FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE

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, is identified on the Department of Treasury Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's 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 New Jersey Director of the Division of Purchase and Property finds a person or entity to be in violation of law, he/she 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 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 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 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.**
-

**PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO
INVESTMENT ACTIVITIES IN IRAN**

You must provide, 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 boxes below.

NAME: _____ Relationship to Respondent

Description of
Activities _____

Duration of Engagement _____ Anticipated Cessation
Date: _____

Respondent/Officer 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 Somerset County 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 County to notify the County 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 Somerset County, New Jersey and that the County at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print) _____ Signature:

Title _____
Date: _____

GENERAL INFORMATION FOR APPLICANTS RECEIPT OF PROPOSAL

1. Qualifications shall be received in accordance with public advertisement as required by law, a copy of said noticed attached here to and made part of these specifications.
2. Each proposal shall be submitted on the proposal forms attached, in a sealed envelope addressed to the Planning Board Secretary bearing the name and address of the applicant on the outside, and clearly marked 'REQUEST FOR QUALIFICATIONS: with the name of the item(s) and contract number being proposed.
3. It is the Applicant's responsibility to see that qualification proposals are presented to the Planning Board Secretary at the time and place designated. Proposals may be hand delivered or mailed; however, it is the applicant's responsibility for the delivery of the proposal.
4. **The Applicant is required to submit ONE ORIGINAL AND 11 COPIES.**
5. 2020 Fee Schedule **MUST** be included.

PROPOSAL FORM

Proposals must be submitted on the forms included in the qualification package. All blank spaces must be filled in. All proposals shall be typewritten in ink on the forms. Unit prices and totals must be inserted in the space provided. Insert "N/A" in the blanks if "not applicable". Proposals showing any erasure, alteration or interlineations must 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 must be signed by the individual. If the applicant is not an individual, the proposal must 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 Qualifications, they should immediately notify the Board in writing, which will then send written addenda to all applicants covering the point in question. Applicants may not rely on oral responses to inquiries. In order to comply with statutory notice requirements, all challenges must be received by the Board 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.

Borough of Roseland

Requests for Qualifications: Planning Board Engineer 2021

Qualification Opening Date; DECEMBER 23, 2020 10:15 am

INTERPRETATIONS AND ADDENDA

1. The applicant is responsible for understanding all of the proposal documents that have been provided by the Board.
2. Applicants are expected to examine the specifications and related documents with care and observe all their requirements. Ambiguities, errors or omissions noted by the applicants should be reported in writing to the Purchasing Agent. If the applicant fails to notify the Board 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 Qualifications 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 must be received at least ten (10) days prior to the date fixed for the opening of the proposals. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications, and will be distributed to all prospective applicants in accordance with the statute. All addenda so issued shall become part of the contract documents, and shall be acknowledged by the applicant in the proposal. The Board's interpretations or corrections thereof shall be final.

REJECTION OF PROPOSAL

The Board reserves the right to reject any or all proposals and to waive any minor informality in any proposal should it be deemed in the best interest of the Board to do so. Proposals shall be rejected for any of the following reasons:

1. Failure to complete the Affirmative Action Certification
2. Failure to comply with the Americans Disabilities Act of 1990
3. Failure to complete the Disclosure of Ownership Statement
4. Failure to provide New Jersey State Business Registration Certificate.

Proposals may be rejected for any of the following reasons.

5. Failure to complete the Affidavit of Non-Collusion
6. Failure to properly complete the Proposal Form
7. Failure to complete the Checklist of Required documents
8. Insertion of additional conditions, provisions or stipulations

PROCEDURES ON AWARD OF CONTRACT

The Board awards contracts or rejects all proposals within 60 days, unless in accordance with N.J.S.A. 40A:11-24, which provides in the part that “any applicant who consents thereto may, at the request of the contracting unit, have their proposal held for consideration for such longer periods as may be agreed.” All prospective applicants are advised of this schedule since all proposals must be firm when proposed, and must remain so for 60 days or such longer period as the Board and applicant may agree.

NOTIFICATION OF AWARD

1. Upon passage of a Planning Board Resolution awarding the contract, the Planning Board Secretary will forward two (2) sets of contract documents to the successful applicant for execution and delivery. Within ten (10) days of the date of award of contract, the successful applicant shall return two (2) set of contract documents to the Planning Board Secretary with a proper performance bond and insurance certificates if required – refer to Checklist of Required Documents. Upon receipt of the contract documents duly executed by the applicant, the contract documents will be submitted to the Board Attorney for review and approval.
2. If approved as to form and execution, the contract documents will then be submitted to the Board for execution on behalf of the Board. A fully executed copy will be returned to the successful applicant by the Board. No Resolution of Award will be binding on the Board before the contract documents have been executed by the Board.
3. Should the successful applicant fail to execute the contract within the (10) days of notification, the Board will be free to award the contract to another applicant.

TERMINATION OF CONTRACT

1. **DEFAULT:** Non-performance of the applicant in terms of the Request for Qualifications shall be a basis for termination of the contract by the Board. The Board may terminate the contract upon 30 days written notice to the applicant. The Board shall not pay for any services and/or materials, which are unsatisfactory. The Professional 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 of non-performance.
2. **UNCONDITIONAL TERMINATION FOR CONVENIENCE:** The Board may terminate the resultant contract for convenience by providing sixty (60) calendar days advance notice to the Professional.

3. **UNCONDITIONAL TERMINATION FOR CONVENIENCE:** The Board may terminate the resultant contract for convenience by providing sixty (60) calendar days advance notice to the Professional.
4. **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 after the Board has determined the applicant has failed to remedy the problem after being forewarned.
5. **TERMINATION BY THE BOARD:** If the Professional 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 Board may terminate this contract. If the Professional 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 Board shall give the Professional fifteen (15) calendar days written notice. Upon receipt of such termination notice, the Professional shall be allowed seven (7) calendar days to cure such deficiencies.

INVOICES

The Board will not honor any invoices submitted for work performed other than that stipulated by these specifications and approval amounts unless previously authorized by a written change order from the Board.

THE CONTRACT

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

- Notice to Applicants
- Information to Applicants
- Specifications (General, Special & Detail)
- Proposal
- All addenda issued by the Board prior to the receipt of proposals

CONFLICTING INFORMATION OR ERRORS

The Board reserves the right to correct any errors or omissions in said Request for Qualifications 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 Board shall be notified of same and the Board will determine the final decision.

Prior to the execution of the work, the Professional shall check the plans and specifications and immediately report to the Board all errors and omissions discovered
Borough of Roseland

Requests for Qualifications: Planning Board Engineer 2021

Qualification Opening Date; DECEMBER 23, 2020 10:15 am

therein. Thereafter, during the prosecution of the work, the Professional shall immediately report all further errors or omissions to the Board. Any adjustments made by the Professional without prior approval shall be had at their own risk and the settlement of any complications arising from such settlement shall be made by the Professional at their own expense.

COMPLIANCE WITH LAWS

The applicant 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 all such orders and decrees for bodies having any jurisdiction or authority over the same.

If any discrepancy is discovered in the Request for Qualifications in relation to any such law, ordinance, regulation, order or decree, the applicant should notify the Board in writing. The Professional shall protect and indemnify the Board, 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-Professionals.

BUSINESS REGISTRATION CERTIFICATE

N.J.S.A. 52-32-44 required that each applicant (Professional and sub Professional) provide proof of business registration in response to a request for proposals at the time a Request for Qualifications is submitted. Failure to submit a proper certificate is considered a fatal defect and shall render the proposal unresponsive and cannot be cured by the Governing Body. 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/njbs or by phone at (609) 292-1730. N.J.S.A. 52:32-44 imposes the following requirements on Professionals and all sub Professionals that **knowingly** provide goods or perform services for a Professional fulfilling this contract:

- 1) The Professional shall provide written notice to its sub Professionals and suppliers to submit proof of business registration to the Professional;
- 2) Prior to receipt of final payment from a contracting agency, a Professional must submit to the contracting agency an accurate list of all sub Professionals or attest that none were used;
- 3) During the term of this contract, the Professional and its affiliates shall collect and remit, and shall notify all sub-Professionals 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.

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Requests for Qualifications: Planning Board Engineer 2021

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A Professional, sub Professional or supplier 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 are available by calling (609)292-9292.

AFFIDAVIT OF NON-COLLUSION

The Non-collusion Affidavit, which is part of these specifications, 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 Professional shall insert a similar provision in all sub-contracts for services to be covered by any contract resulting from this proposal.

REQUIRED AFFIRMATIVE ACTION EVIDENCE

Each Professional 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 date of the letter); or
2. A photocopy of a Certificate of Employer Information Report approval, issued in accordance with N.J.A.C. 17:27-4.
3. 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.

STOCKHOLDER DISCLOSURE CERTIFICATION

Chapter 33 of the Public Laws of 1977 amended by Chapter 43 of the Public Law 2016 provides that no corporation, partnership, or limited liability company shall be awarded any county contract for the performance of any work or the furnishing of any materials or supplies, unless prior to the receipt of the proposal or accompanying 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 percent or more of its stock or any class, or of all individual partners in the partnership who own a ten percent or greater interest therein. Form of Statement shall be completed and attached to the proposal.

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

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

INDEMNIFICATION

The Professional agrees to indemnify and save the Board, its officers, agents and employees, hereinafter referred to as indemnities, from all suits, including attorneys 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 Professional or those acting under Professional 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 indemnitee, be indemnified against all liability, loss or damage of any nature whatsoever.

GENERAL DESCRIPTION OF DUTIES

1. **Duties and Responsibilities.** The Planning Board Engineer shall perform such duties as are prescribed by general law and local ordinance. In addition, subject to the approval of the Planning Board, the Planning Board Engineer shall:
 - a. Attend all meetings of the Planning Board upon request of the Planning Board
 - b. Review and report on the applications and land use matters pending before the Board.
 - c. Work with the Board Chairperson and Board Secretary to review all development applications and/or applications for relief submitted to the Planning Board.

- d. Coordinate all efforts with the appropriate official of the administration to effectuate the intent and objectives of the Municipal Land Use Law (N.J.S.A. 40:55D-1 et seq.),

Borough of Roseland

Requests for Qualifications: Planning Board Engineer 2021

Qualification Opening Date; DECEMBER 23, 2020 10:15 am

- e. Work closely with the Planning Board Attorney as necessary to represent the Board in any litigation and conduct trials, appeals, and other proceedings based upon any decisions rendered by the Planning Board.
- f. Provide general advice as directed by the Planning Board.

MANDATORY MINIMUM REQUIREMENTS

1. **Minimum qualifications.** A proposer for the position of Planning Board Engineer must meet the following minimum qualifications:
 - a. Is a multi-disciplined with at least ten (10) years experience in all aspects of municipal engineering (the appointed engineer may be assisted by employees of his/her firm with lesser levels of experience).
 - b. Must have specific knowledge of the Borough of Roseland.
 - c. The Engineer has been licensed in the State of New Jersey for at least seven (7) years.
 - d. That the Engineer has at least seven (7) years experience working with Planning Boards.
 - e. Must have prior experience working with public sector clients and specifically representing municipal clients in land use matters.
 - f. Must be responsive to telephone calls and inquiries.
 - g. Must be able to handle diverse issues and matters.
2. **Special Services.** Whenever it is deemed to be in the best interest of the Planning board, the Planning Board may appoint on their own motion a special Engineer firm within the limits of available appropriations to assist in the representation of the Planning Board in connection with any issue or capacity. Such appointment is subject to approval of a majority of the Planning Board.

Contract Required. The successful proposer shall be required to execute the Board's form contract which includes its standard form indemnification and insurance provisions

INSURANCE REQUIREMENTS

Prior to commencing work under contract, the successful firm shall furnish the Board with a certificate of insurance as evidence that it has procured the insurance coverage required herein. A carrier approved by the Board must provide the coverage. Firms must give the Board a sixty (60) day notice of cancellation, non-renewal or change in insurance coverage. The successful firm(s) shall provide and maintain the following minimum limits of coverage during the period of performance required under the contract resulting from this Request for Qualifications.

The Vendor providing a service to Board shall maintain the following kinds of insurance with the limits not less than the amounts indicated. All insurers must have an AM Best's rating of at least A- Class VII. The specifications outlined are standard industry Insurance Services Office (ISO) forms that are used by most insurers. In the event a carrier utilizes a proprietary policy form, the

Borough of Roseland

Requests for Qualifications: Planning Board Engineer 2021

Qualification Opening Date; DECEMBER 23, 2020 10:15 am

agent or broker must provide a statement that the policy provides a scope of coverage at least as broad as the requested ISO form.

The vendor will provide a Certificate of Insurance evidencing the following coverage

PROFESSIONAL LIABILITY

Minimum of \$1,000,000.00 errors and omissions per occurrence to be amended based upon the specific work and values involved.

AUTOMOBILE LIABILITY

Minimum of \$1,000,000.00 per occurrence. This coverage is required if the operation of any vehicle is required in the performance of the services detailed herein (including but not limited to the use of a vehicle to make any on-site visits).

Worker's Compensation & Employers Liability (If the user is an Employer):

Worker's Compensation as required by statute.

Employers Liability with limits of: \$1,000,000 Each Accident

\$1,000,000 Disease – Policy Limit

\$1,000,000 - Each Employee

All sole proprietors, partners of a partnership, members of a limited liability company must elect worker's compensation and employer's coverage

Commercial General Liability

Occurrence Form - Insurance Services Offices – (ISO) Form CG0001 (Ed. 4/2013; 12/07; 12/04; 10/01)

Limits: \$1,000,000 Each Occurrence

\$1,000,000 Personal & Advertising Injury Limit

\$2,000,000 General Aggregate

\$2,000,000 Products-Completed Operations Aggregate

The following endorsements are to be attached and made a part of the Certificate of Insurance:

- Additional Insured – Designated Person or Organization (CG 20 26 04 13)
Borough of Roseland its elected officials, officers, directors and employees.
Or,
Additional Insured-Owners, Lessees or Contractors (CG2010 Ed 04 13,)

Borough of Roseland its elected officials, officers, directors and employees.

- Waiver of Transfer of Rights of Recovery Against Others To Us (CG2404 Ed 05/09) – Applies to: Borough of Roseland its elected officials, officers, directors and employees
- Earlier Notice of Cancellation of Cancellation Provided by Us (CG0224) – Number of Days Notice: 30 Days except 10 days for non-payment of premium.
Endorsement specifically applying to: Borough of Roseland (insert address).

Borough of Roseland

Requests for Qualifications: Planning Board Engineer 2021

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INDEMNIFICATION

The selected firm(s) shall defend, indemnify and hold harmless the Board; its officers, agents, and employees from any and all claims and costs of any nature. Whether for personal injury, property damage, or other liability arising out of or in any way connected with the firm's acts or omissions under this agreement.

TERMS OF CONTRACT

January 1, 2020 through December 31, 2020

List hourly rates by title and all other incidental charges separately.

EXHIBIT B
2020 AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN
THE PLANNING BOARD AND _____

THIS AGREEMENT is made this _____ day of _____, 2019 between _____ (hereinafter referred to as the "Firm") having an address of _____ and the Planning Board (hereinafter referred to as "Board") having an address of 300 Eagle Rock Avenue, Roseland, New Jersey 07068.

WHEREAS, the Board contemplates the retention of the Firm to provide professional services to the Planning Board and/or their employees (individually and collectively referred to herein as the "Board Entities") regarding matters of the nature of _____; and

WHEREAS, the Firm desires to provide such representation.

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

1. Term

Except as otherwise provided by the terms of this Agreement, the Board is retaining the Firm for the period beginning on January 1, 2020 and ending on December 31, 2020 (the "Term"), or any single project for the construction, reconstruction or rehabilitation of any public building, structure or facility, or any public works project, including the retention of the services of any architect or engineer in connection therewith, for the length of time authorized and necessary for the completion of the actual construction.

2. Services Provided by the Firm

Following the assignment of a matter under Section 2 (A) hereof and performance by the Firm of a conflicts check, as required pursuant to Section 6 hereof, the Firm shall undertake the professional work assigned with respect to the Board Entities pursuant to the following procedures and requirements:

A.) Case Assignment

The Firm shall represent the Board Entities in specifically assigned matters. The scope of the Firm's representation and the identity of the Board Entities to be represented shall be as established in the Request for Proposal, if applicable, and/or communications

from the Planning Board, and Melissa Barnes, Planning Board Secretary the Planning Board Attorney (hereinafter referred to as “General Counsel”) depending on the type of each assigned matter.

B.) Coordination with Borough of Roseland

The Firm acknowledges and agrees that it will coordinate all aspects of any legal matter with Roseland's General Counsel including but not limited to discussing strategy; negotiation; drafting and preparation of documents, contracts, pleadings, briefs and motions; retention of experts and expert reports; and/or litigation. The Firm shall provide General Counsel with copies of all court notices and Orders as the Firm receives them and shall provide General Counsel with reasonable advance notice of all litigation events including but not limited to court appearances and conferences, arbitrations, mediations, discovery deadlines, deposition, motions and trial dates. No expert shall be retained without the prior notice and approval of General Counsel. In the event the Board maintains a panel list of experts, court reporters or other litigation support professionals, the Firm shall use experts or professionals from said panel list. Substantive documents drafted by the Firm must be provided to General Counsel prior to their service upon other parties, mediators, arbitrators or the Court and shall be provided reasonably in advance of any applicable deadline in order to allow a reasonable period of time for review and comment by General Counsel. Further, the Firm shall undertake no research, motion or substantive action without prior written notice to and approval by General Counsel. Motions prepared and research conducted without prior written approval and hearings/conferences attended without prior notice to General Counsel may not be reimbursed. Further, in matters where Roseland has assigned more than one attorney, the Firm shall look to General Counsel for overall matter coordination. Joint meetings or conferences conducted without reasonable prior notice to General Counsel may not be reimbursed.

The Firm shall consult with General Counsel regarding the appropriateness of settlements prior to negotiation and completion of such settlements. The terms of all such settlements, whether at trial or otherwise, must first be approved by the General Counsel who will communicate with the Governing Body with or without the Firm's participation in the judgment of General Counsel.

Regarding engineering or other matters, the Firm shall consult with Planning Board, and/or Planning Board Secretary depending upon the nature of the matter and the scope of the work as the Board determines in its sole discretion.

C.) Reporting Requirements

In the case of litigated matters, the Firm shall prepare a brief one page quarterly report for each matter it has been assigned (the "QCR") along with a Budget (as described below). Each QCR shall briefly summarize the status of the matter, and where applicable in litigation and tax appeal matters, the estimated exposure of the Roseland Entities for each matter it is currently handling. The QCR shall include the Firm's best estimate of the reserves (both settlement and trial values) it recommends be established for each matter, if applicable.

The Budget shall set forth the estimated legal fees and costs that the Firm expects to be incurred that quarter. The General Counsel's receipt of Budgets that the Firm submits shall not be construed as Roseland's approval for the Firm to incur costs or submit invoices to the extent set forth therein, it being understood that said budgets are submitted solely for the purpose of the General Counsel's consideration, not its approval.

A current version of each QCR and Budget shall be transmitted to General Counsel no later than the tenth day of the first month following the end of each calendar quarter (i.e., the March QCR (known as the "First Quarter QCR") is due April 10; the June QCR (known as the "Second Quarter QCR") is due July 10, etc.). No QCR shall exceed two (2) pages in length. The aggregate time billed for the preparation of each QCR and Budget shall not exceed 1.0 hour unless first approved in writing by General Counsel. In the event that new or additional facts or circumstances are revealed during the period between issuance of QCRs that may substantially change the Roseland Entities' position or exposure in a matter, the Firm shall immediately inform General Counsel. The Firm acknowledges and agrees that should the Firm fail to provide the General Counsel with the QCRs or Budgets in compliance with the above requirements, Roseland may withhold, discount or deny any payment due on the invoices the Firm bills to Roseland. The discount remedy shall be taken in an amount or at terms at Roseland's sole discretion and shall be in addition to all other remedies available to Roseland as provided by this Agreement or at law.

D.) Communication with Media

The Firm shall not provide documents or discuss or otherwise communicate the status of any matter, or provide any other information regarding any matter assigned under this Agreement to any newspaper, TV, internet or any other media outlet or reporter without the express, prior approval of the Board.

4. Reimbursement

Except as otherwise set forth in this Agreement, the Board agrees to reimburse the Firm for services provided by the Firm hereunder at the rates set forth in the Planning Board's Resolution appointing the Firm or the rate set forth in the Firm's Request for Proposal, whichever is lower. The Board also agrees to reimburse the Firm for reasonable disbursements, following transmittal of fully detailed invoices to and approval by the General Counsel in accordance with the Firm's Request for Proposal and Resolution of the Planning Board appointing the Firm. The Firm shall submit invoices for services rendered and disbursements made for payment for each matter no greater than sixty (60) days (the "deadline") following the date such service is provided or cost is incurred. For example, services provided on March 1 must be presented in an invoice to the Board no later than May 1. The Firm agrees that the Board shall, at its sole discretion, be entitled to refuse or reduce payment for invoices received after the deadline. All invoices

provided by the Firm shall be submitted individually, in duplicate with a cover letter indicating, in alphabetical order by case name all invoices being submitted for payment. Each individual invoice shall include the time period during the billed fees and costs were incurred and the total fees and costs being billed. Time entries on all invoices shall describe each task involved and the amount of time dedicated to that task. (For example, it shall be insufficient to state "Work on motion"; rather, the entry shall explain what tasks were performed in drafting said motion). The Firm shall not bill for voicemail messages left or received from any person. The Board reserves the right to deduct Firm charges that it believes exceed what is reasonably required to complete the task in question. Not more than one attorney or paralegal shall bill time to any task unless the Board approves same in advance. Invoices containing billing for third-party vendor charges must have attached detailed copies of each such invoice. Travel will be reimbursed based upon detailed statements describing such travel (i.e., beginning and ending points, miles traveled and rate per mile charged). Mileage charges shall not exceed that rate which is currently approved by the IRS less 0.05 cents per mile (i.e., if the IRS approved rate for business mileage is 0.50/mi, Roseland will reimburse at 0.45/mi.). In the event copy costs are to be billed, the rate shall not exceed **10** cents per page. Roseland will not reimburse for telefax charges incurred by the Firm unless the General Counsel approves in advance the use of and billing for such telefax delivery in advance in writing. Roseland will not pay for scanning and email of documents. Roseland will reimburse overnight and same day delivery charges (i.e., FedEx, Lawyers Service, etc.) at the actual cost Firm incurs.

5. Insurance

The Firm will carry Professional Liability Insurance with limits of not less than \$1MM per Claim. The Firm shall provide the Board evidence of this coverage to Roseland's Borough Administration at the time of the execution of this agreement and immediately upon reasonable request.

6. Conflict

The Firm shall perform a conflict check prior to accepting any matter assigned, and shall not undertake the representation of any person or entity whose interests are or which may be adverse to Board Entities. The Firm agrees that its representation of any person or entities whose interests are or may be adverse to Board Entities constitutes a conflict. The Firm acknowledges and agrees that its representation of any person or entity in a claim which is adverse to the Board Entities via direct claim, cross-claim or otherwise, shall be grounds for immediate termination by the Board pursuant to Section 9 (A) hereof. Further, the Board shall be entitled to deny payment for any services the Firm bills the Board for any or all matters assigned to the Firm, even for matters unrelated to the conflict, from the period beginning upon when such conflict arose. The prohibitions set forth in this Paragraph 6 shall survive the expiration or termination of this Agreement for a period of no less than three years.

7. No Assignment, Reimbursement or Acceptance of Other Member Work.

The obligations of the Firm may not be assigned, subcontracted or otherwise deferred to any person, firm or other entity without the prior written consent of the Board, as evidenced in writing. Further, the Firm covenants and agrees that it shall not accept compensation, reimbursement or payment in any form or fashion from any person, other than the Board for the Firm's performance of the services required under this Agreement. Finally, the Firm agrees that other than the matters currently being handled on behalf of any of the Board Entities, the Firm will not undertake to represent or provide legal services to any official, agent, representative or employee of Roseland, without prior written notice to and approval by the Board.

8. Independent Contractor

The Firm shall be an independent contractor and not an employee of Roseland.

9. Termination

The Board may terminate this Agreement at any time upon the Planning Board resolving to terminate the agreement and upon the Board providing Firm written notice (the "Termination Notice"). In addition to the Board's right to deny payment of Firm invoices as otherwise set forth in this Agreement, the Board shall not be liable for any legal fees the Firm incurs following the delivery of the Termination Notice. The Firm shall reasonably and professionally cooperate at its sole cost and expense with the transition of any and all matters the Firm was assigned to any successor firm including but not limited to executing all necessary substitutions of attorneys and providing all original files promptly to successor firm upon successor firm's request.

The Firm may terminate this Agreement only upon sixty (60) days written notice.

10. Distribution of Claims

The Planning Board shall, at its sole discretion, determine which matters, if any are assigned to the Firm. The Board does not guarantee a minimum caseload or the assignment of any matters to the Firm.

11. Complete Agreement

This Agreement contains all of the terms and conditions agreed to by the parties hereto, and no other agreements, oral or otherwise regarding the subject matter of this Agreement shall be deemed to exist or bind any of the parties hereto. Notwithstanding the above, the Firm shall be bound by all its representations made in connection with any Request for Proposal.

12. Governing Law and Remedies

This Agreement shall be governed by and construed under the laws of the State of New Jersey. The Board hereby reserves all rights and remedies available for the Firm's breach of this Agreement.

13. Dispute Resolution

Any disputes between the Firm and the Board arising out of this Agreement shall, at the discretion of the Board, be submitted to binding arbitration to be venued in Essex County, New Jersey pursuant to the Rules of the American Arbitration Association. The Board specifically reserves all rights and remedies, whether pursuant to this contract, statute or common law, for any breach of this Agreement. At a minimum, it shall be a breach of this Contract for failure of the Firm to satisfy any of the conditions of this Agreement

14. Notice

All notices required under this Agreement shall be sent via certified mail, return receipt requested or via overnight mail and shall be deemed duly given when sent in the foregoing manner to the parties at the following addresses, or to such other addressed as are established by notice provided for under this paragraph, Notice of change of address shall only be effective upon receipt thereof:

To Roseland:

Melissa Barnes, Planning Board Secretary
Borough of Roseland
300 Eagle Rock Avenue
Roseland, New Jersey 07068

To the FIRM:

WITNESS:

PLANNING BOARD

Melissa Barnes
Board Secretary

BY:_____
Louis LaSalle, Planning Board Chairman

DATE _____

WITNESS:

BY:_____

DATE: _____

BOROUGH OF ROSELAND

Essex County

New Jersey

REQUEST FOR PROPOSAL & QUALIFICATIONS

Planning Board Professional Planner

QUALIFICATION PROPOSAL OPENING

Date: DECEMBER 23, 2020

Time: 10:15 am

ADDRESS ALL QUALIFICATION STATEMENTS TO:

**PLANNING BOARD
Borough of Roseland
300 Eagle Rock Avenue
ROSELAND, NJ 07068**

Borough of Roseland
Requests for Qualifications: Planning Board Professional Planner 2021
Qualification Opening Date; December 23, 2020 10:15 am

Basis of Award of Professional Contract

All awards are and shall be subject to the availability of funds for the professional services in the 2021 Temporary and/or Final Budgets.

Please submit one (1) original and eleven (11) copies of the proposal and deliver to:

Planning Board
Borough of Roseland
300 Eagle Rock Avenue
Roseland, NJ 07068

Deadline for submission is December 23, 2020 by 10:15 am.

Borough of Roseland

Requests for Qualifications: Planning Board Professional Planner 2021

Qualification Opening Date; December 23, 2020 10:15 am

Sealed qualification proposals will be received by the Planning Board Secretary of the Borough of Roseland on December 23, 2020 10:15 am, in the Department of Public Works Building, 300 Eagle Rock Avenue, Roseland, NJ 07068 at which time and place qualifications will be opened and read in public for:

PLANNING BOARD PROFESSIONAL PLANNER

Qualification documents and instructions to applicants may be obtained at the Department of Public Works Building, 300 Eagle Rock Avenue, Roseland, NJ 07068 during regular business hours (8:30 Aam-4:30 PM – Monday through Friday)

Applicants shall comply with the requirements of L.1975, c.127 as amended (N.J.S.A. 10:5-31 et seq.) and N.J.A.C. 17:27-1.1 et seq.

This Request for Qualifications is being solicited through a fair and open process in accordance with N.J.S.A. 19:44A-20.5 et seq.

GENERAL INFORMATION & SUMMARY

ORGANIZATION REQUESTING QUALIFICATIONS

PLANNING BOARD
BOROUGH OF ROSELAND
300 EAGLE ROCK AVENUE
ROSELAND, NJ 07068

CONTACT PERSON

MELISSA BARNES, PLANNING BOARD SECRETARY
mbarnes@roselandnj.org

PURPOSE OF REQUEST

The Planning Board of the Borough of Roseland (the “Board”) is soliciting Qualification Statements from interested persons and/or firms for the provision of professional planning services for calendar year 2020, as more particularly described herein. Through a Request for Qualification (RFQ) process described herein, persons and/or firms interested in assisting the Board with the provision of such services must prepare and submit a Qualification Statement in accordance with the procedure and schedule in this RFQ. The Board will review Qualification Statements only from those persons and /or firms that submit a Qualification Statement which includes all the information required to be included as described herein, as determined in the sole and absolute discretion of the Board. The Board intends to qualify persons and/or firms that (a) will agree to work under the compensation terms and conditions determined by the Board to provide the greatest benefit to the taxpayers of Roseland. The services of successful respondents may be procured as soon as January 2020.

DEFINED TERMS

The following definitions shall apply to and are used in this Request for Qualifications:

“Board” – refers to the Borough of Roseland Planning Board

“Qualification Statement” – refers to the complete responses to this RFQ submitted by the respondents.

“Qualified Respondent” – refers to a respondent who (in the sole and absolute discretion of the Board) has satisfied the qualification criteria set forth in the RFQ.

“RFQ” – refers to this Request for Qualifications, including any amendments thereof or supplements thereto.

“Respondent” or Respondents” – refers to the interested persons and/or firm(s) that submit a Qualification Statement.

REQUIREMENTS OF THE QUALIFICATION STATEMENTS FOR PLANNING BOARD PROFESSIONAL PLANNER

SUBMISSION REQUIREMENTS – Respondents must have a minimum of eight (8) years of experience in Professional Planner Services. Each Qualification Statement clearly indicates the position(s) sought. Respondents should submit a Qualification Statement that contains the following:

1. **STANDARD REQUIREMENTS OF TECHNICAL PROPOSAL:** Respondents should submit a technical proposal which contains the following:
 - A. The name of the respondent, the principal place of business and, if different, the place where the services will be provided;
 - B. The education, qualifications, experience, and training of all persons who would be assigned to provide services along with their names and titles;
 - C. A listing of all other engagements where services of the types being proposed were provided in the past ten years. This should include public and private entities. Contact information for the recipients of the similar services must be provided. The Board may obtain references from any of the parties listed;
 - D. Proof of professional liability insurance;
 - E. Proof of any necessary professional license or certification for all professionals assigned to the engagement;
 - F. Statement that neither the firm nor any individuals assigned to this engagement are disbarred, suspended, or otherwise prohibited from professional practice by any federal, state, or local agency;
 - G. An Affirmative Action Statement (copy of form attached);

- H. A completed Non-Collusion Affidavit (copy of form attached);
- I. A completed Owner Disclosure Statement (copy of form attached);
- J. A statement that the respondent will comply with the General Terms and Conditions required by Board and enter into the Board's standard Professional Services Contract;
- K. A copy of the respondent's Business Registration Statement.

COST PROPOSAL – Respondents should submit a cost proposal that would include attendance at meetings, review and report on applications and land use matters, and all duties as prescribed by law, if services will be provided at a flat rate, if all or any services will be billed through hourly rates and what are the established rate(s). The Board does not provide payment for reimbursement for travel expenses. Respondents should include an hourly rate for services that may need to be performed outside the scope of routine services (e.g., to handle any litigation). The Board retains the right to negotiate a reduction to a respondent's cost proposal and shall be under no obligation, express or implied, to communicate any such negotiations with any other respondent.

EVALUATION – The Board has structured a procurement process that seeks to obtain the desired results described herein, while establishing a competitive process to assure that each person and/or firm is provided an equal opportunity to submit a Qualification Statement in response to the RFQ. The Board will select the most advantageous proposal(s), if any and as determined in its sole and absolute discretion, based on all of the evaluation factors set forth at the end of the RFQ. The Board will make the award(s) if any, that is in the best interest of the Board.

Qualification Statements will be reviewed and evaluated by the Planning Board. The Qualification Statements will be reviewed to determine if the respondent has met the minimum professional, administrative and financial areas and other requirements described in this RFQ. Each respondent must satisfy the objectives and requirements detailed in the RFQ. The successful respondent shall be determined by an evaluation of the total content of the Qualification Statement submitted. Under no circumstances will a member of the Board review responses to an RFQ for an appointment that he/she or his/her firm submitted a response. Based upon the totality of the information contained in the Qualification Statement, including information about the reputation and experience of each respondent, the Board will (in its sole and absolute discretion) determine which respondents are qualified from a professional, administrative and financial perspective. Each respondent that meets the requirements of the RFQ (determined in the sole and absolute discretion of the Board) will be designated as a

Qualified Respondent and may then be given an opportunity to provide services to the Board.

The RFQ process commences with the issuance of this RFQ. It is anticipated that certain Qualified Respondents will be selected to begin providing services to the Board by January 2020. There can be no assurance, however, that any Qualified Respondent will be selected.

All communications concerning this RFQ or the RFQ process shall be directed, in writing, to the Board's designated contact person:

Melissa Barnes, Planning Board Secretary
mbarnes@roselandnj.org

RESERVATION OF RIGHTS – The Board reserves the right to:

- A. Not select any of the proposals;
- B. Select only portions of a particular respondent's proposal for further consideration (however, respondents may specify portions of a proposal that they consider "bundles");
- C. Supplement, amend or otherwise modify the RFQ through issuance of Addenda to all prospective respondents who have received a copy of this RFQ;
- D. Change or alter the schedule for any events called for in this RFQ upon the issuance of Addenda to all prospective respondents who have received a copy of this RFQ;
- E. Negotiate a reduction or modification to a respondent's cost proposal or any other aspect of a Qualification Statement;
- F. Conduct investigations of any or all of the respondents, as the Board deems necessary or convenient, to clarify the information provided as part of the Qualification Statement and to request additional information to support the information included in any Qualification Statement; and
- G. To suspend or terminate the procurement process described in this RFQ at any time (in its sole and absolute discretion). If terminated, the Board may determine to commence a new procurement process or exercise any other rights provided under applicable law without any obligation to the respondents.

LIMITATIONS – This RFQ is not an offer, order or contract and should not be regarded as such, nor shall any obligation of liability be imposed on the Board by issuance of the RFQ. The Board reserves the right at the Board's sole discretion to refuse any submission. This RFQ does not constitute a Request for Proposal ("RFP") and does not commit the Board to issue an RFP.

USE OF INFORMATION – Any documentation, specifications, drawings, sketches, models, samples, data, computer program, technical or business information and the like (“information”) furnished or disclosed by the Board to the respondent in connection with this RFQ shall remain the property of the Board. When in tangible form, all copies of such Information shall be returned to the Board upon request. Unless such Information was previously known to the respondent, free of any obligation to keep it confidential, or has been or is subsequently made public by the Board or a third party, it shall be held in confidence by the respondent, shall be used only for the purpose of this RFQ, and may not be used for other purposes except upon such terms and conditions as may be mutually agreed upon in writing.

GENERAL TERMS AND CONDITIONS –

- A. The Board reserves the right to reject any Qualification Statement in whole or in part or to waive any informalities in a Qualification Statement and, unless otherwise specified by the respondent, to accept any item, items or services in the proposals should it be deemed in the best interest of the Board to do so.
- B. In case of the failure by a successful respondent to perform, the Board may procure the articles or services from other sources, deduct the cost of the replacement from money due to the respondent under the contract and hold the respondent responsible for any excess cost occasioned thereby.
- C. The respondent shall maintain sufficient insurance to protect against all claims under Workmen’s Compensation, General, Professional and Automobile Liability.
- D. Each Qualification Statement must be signed by the person authorized to do so.
- E. One original and 11 copies of the Qualification Statements shall be and may be hand delivered or mailed consistent with the provisions of the RFQ procedures outlined herein. In the case of mailed proposals, the Board assumes no responsibility for Qualification Statements received after the designated date and time and will return late Qualification Statements unopened. Proposals will not be accepted by facsimile or e-mail. Proposals shall be in a sealed envelope, marked “Qualification Statement for the Provision of Legal or Other Professional Services.” To be considered, proposals shall be delivered to or received by the Planning Board Secretary no later than 10:15 am on December 18, 2019.
- F. Respondents are required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27. See attached Exhibit A.
- G. By submission of a Qualification Statement, the respondent certifies that the service to be furnished will not infringe upon any valid patent, trademark or copyright and a successful respondent shall, at its expense, defend any and all actions or suits charging such infringement, and will save the Board harmless in any case of any such infringement.

- H.** No respondent shall influence, or attempt to influence or cause to be influenced, any Board member or employee to use his/her official capacity in any manner which might tend to impair the objectivity or independence of judgment of said officer or employee.
- I.** No respondent shall cause or influence, or attempt to cause or influence, any Board member or employee to use his/her official capacity to secure unwarranted privileges or advantages for the respondent or any other person.
- J.** Should any difference arise between the contracting parties as to the meaning or intent of these instructions or specifications, the Board's decision shall be final and conclusive.
- K.** All costs incurred by the respondent in connection with responding to this RFQ shall be borne solely by the respondent. The Board shall not be responsible for any expenditure of monies or other expenses incurred by the respondent.
- L.** The checklist, affidavits, notices and the like presented at the end of this RFQ are a part of this RFQ and shall be completed and submitted as part of a Qualification Statement.
- M.** All Qualification Statements shall become the property of the Board and will not be returned.
- N.** All Qualification Statements will be made available to the public at the appropriate time, as determined by the Board (in the exercise of its sole and absolute discretion) and in accordance with law.
- O.** The Board may request respondents to send representatives to the Board for interviews with less than 24 hours advance notice.
- P.** Neither the Board, nor their respective staffs, consultants or advisors (including, but not limited to, the Board) shall be liable for any claims or damages resulting from the solicitation or preparation of the Qualification Statement, nor will there be any reimbursement to respondents for the cost of preparing and submitting a Qualification Statement or for participating in this procurement process.
- Q.** As a condition of the appointment the applicant agrees to the terms and conditions of the attached professional service agreement (Exhibit B)

END OF GENERAL INSTRUCTIONS

BASIS OF AWARD

A contract, if any, shall be awarded based upon the following factors:

EVALUATION FACTORS

- A. Proposal contains all required checklist information (20 points)**
- B. Relevance and Extent of Qualifications, Experience, and Training of Personnel to be assigned (15 points)**
- C. Relevance and Extent of Similar Engagements performed (15 points)**
- D. Plan for performing engagement in realistic, thorough, and demonstrates knowledge of requirement and personnel availability (20 points)**
- E. Reasonableness of Cost Proposal (20 points)**
- F. Other factors, if determined to be in the best interest of the Borough of Roseland Planning Board and its agencies (10 points)**

CHECK LIST OF REQUIRED DOCUMENTS

Failure to provide the following items, as checked **SHALL** result in your bid being disqualified.

These are **MANDATORY** requirements of this bid package:

		Initials
Checklist of Required Documents, signed below	<u> X </u>	_____
Hard Copy of Resumes setting forth qualifications	<u> X </u>	_____
Hard copy of Applicant and Designated Individual Resumes	<u> X </u>	_____
Pay to Play Advisory (Disclosure Requirements)	<u> X </u>	_____
Acknowledgement of Addenda (as applicable)	<u> X </u>	_____
Affirmative Action Certification	<u> X </u>	_____
Mandatory Equal Opportunity Employment Language	<u> X </u>	_____
Americans with Disabilities Act	<u> X </u>	_____
Disclosure of Investment Activities in Iran	<u> X </u>	_____
Ownership Disclosure Statement properly notarized	<u> X </u>	_____
Responsible Bidder Certification properly notarized	<u> X </u>	_____
False Statement Penalties Certification properly notarized	<u> X </u>	_____
Non-Collusion Affidavit properly notarized	<u> X </u>	_____

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

		<u>Initials</u>
Responsible Bidder Checklist	<u> X </u>	_____
Responsibility Acknowledgement (Post Contract Award)	<u> X </u>	_____

Borough of Roseland
Requests for Qualifications: Planning Board Professional Planner 2021
Qualification Opening Date; December 23,202010:15 am

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

		<u>Initials</u>
Business Registration Certificate	<u> X </u>	<u> </u>
Taxpayer Identification (W-9)	<u> X </u>	<u> </u>

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

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

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

COMPANY / BIDDER'S NAME

AUTHORIZED SIGNATURE

DATE

NAME (PRINT) TITLE

Borough of Roseland

Requests for Qualifications: Planning Board Professional Planner 2021

Qualification Opening Date; December 23,202010:15 am

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.

This report will include certain contributions and contract information for calendar year 2020

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

1-609-292-8700

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

Initials_____

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 Board.

Refusal to answer or omission of response to any questions 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 Board 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 Professional on a
public contract? | Yes
_____ | No
_____ |
| 4. Has your firm, or any key Person in your firm, ever been
found guilty on 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 you or your firm been held
as a defendant by a government entity for failure to
perform services. | Yes
_____ | No
_____ |

RESPONSIBILITY ACKNOWLEDGEMENT
POST CONTRACT AWARD

The undersigned hereby acknowledges that the following documents must be submitted to the Board within 10 days after receiving a Notice to Award by the Borough Clerk.

Certification of Insurance

- In accordance with Borough requirements of "Insurance"

Signed Contracts

- In accordance with Borough requirements of "Notification of Award"

Initial Project Workforce Report

- In accordance with Borough requirements of "Required Affirmative Action Evidence"

Company/Bidder: _____

By Authorized Representative: _____

Signature: _____

Printed Name and Title: _____

Date: _____

RESPONSIBLE BIDDER CERTIFICATION

A copy of this certification must be included with the RFP 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 recognized that the information submitted in the questionnaire herein is for the express purpose of inducing the Board to award a contract to the Bidder. The Bidder has read and understands the requirements of this Bid, and has read and understands the instructions for completing the Bid. The Bidder acknowledges that he/she is duly authorized to provide the information contained in this Bid and that answering the questions in this bid is entirely within his/her control.

DECLARATION

I _____ am the _____
(Print name) (Title) of Applicant.

I certify that I have read and understand the questions contained in the attached 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 on the bid may result in non-award of contract. I authorize the Board to contact any entity named herein, or any other internal or outside resource, for the purpose of verifying information provided in the questionnaire or to develop other information deemed relevant by the Board.

Signature

Sworn and subscribed to before me on
this _____ day of
_____, 20____

Signature of Notary

Notary seal

Print Name

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.

Print Name

Signature of Preparer or
Officer of the Applicant

Sworn and subscribed to before me on _____
_____ day of _____
_____, 20_____

Signature of Notary

this

Notary Seal

Print Name

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.**

Borough of Roseland

Requests for Qualifications: Planning Board Professional Planner 2021

Qualification Opening Date; December 23,202010:15 am

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 of Roseland*** 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 of Roseland*** 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:	

AFFIDAVIT OF NON-COLLUSION

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

1. I reside at _____

2. The name of the within applicant is _____

3. I executed the said qualifications proposal on behalf of the applicant with full authority to do so.
4. 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.
5. All statements contained in the Qualification Statement Qualification Proposal and in this Affidavit are true and correct and were made with the full knowledge that the Planning Board of the Borough of Roseland, County of Essex, its officers and employees, relies upon the truth of the statements therein made in awarding the above-named contract.
6. 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.

Sworn and subscribed to
before me on this day of
_____, 20____

Signature of Applicant

Print Name

Signature of Notary

Print Name

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 form 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 vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal working hours.

The successful vendor 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 certified 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 vendor further understands that his/hr qualification proposal shall be rejected as non-responsive if said Professional fails to comply with the requirements of N.J.S.A. 10-5-31 and N.J.A.C. 17:27.

APPLICANT NAME

AUTHORIZED SIGNATURE

PRINT NAME

TITLE

TELEPHONE

EXHIBIT A
N.J.S.A. 10:5-31 AND N.J.A.C. 17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
Good, Professional Services and General Service Contracts
(Mandatory Affirmative Action Language)

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

The Professional or sub Professional, 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 Professional will take affirmative action to ensure that such applicants are recruited and employed, and the 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 Professional 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 Professional or sub Professional, where applicable, will, in all solicitations or advertisements for employees placed by or on behalf of the Professional, 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 Professional or sub Professional, 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 Professional's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The Professional or sub Professional, 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 Professional or sub Professional 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 Professional or sub Professional 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 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 Professional or sub Professional 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 Professional or sub Professional 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 Professional 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 Affirmation Action Plan Approval
Certificate of Employment Information Report
Employee Information Report form AA302

The Professional and its sub Professionals 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.

COMPANY NAME

DATE:

ADDRESS

CITY, STATE, ZIP CODE

TELEPHONE: _____

By: _____
SIGNATURE

PRINT NAME & TITLE

QUALIFICATION PROPOSAL

Date: _____

Company Name: _____

Address: _____

The undersigned declares that he has carefully examined and fully understands the Information for Applicants and other documents herein referred to and agrees to perform all work in accordance with the contract documents.

Applicant's Name

Authorized Signature

Print Name

Title

Telephone

Fax

E-Mail Address

Witness or Attest:

Signature

Print Name
(If Corporation, affix Corporate Seal)

**ACKNOWLEDGEMENT OF RECEIPT OF CHANGES TO
QUALIFICATION PROPOSAL DOCUMENTS FORM**

Pursuant to N.J.S.A. 40A:11-23 Ia, the undersigned hereby acknowledges receipt of the following notices, revisions, or addenda to the qualification proposal advertisement, specifications or qualification documents. By indicating date of receipt, applicant acknowledges the submitted qualification proposal 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 qualification proposal may be subject for rejection of the proposal.

Check if no addendum was issued _____

Addendum Number	How Received (mail, fax, pick-up, etc)	Date Received

Company/Applicant:

By Authorized Representative:

Signature: _____

Print Name and Title: _____

Date: _____

AMERICAN WITH DISABILITIES ACT
Equal Opportunity For Individuals With Disabilities

The Professional and the Borough of Roseland 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 the 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 part of contract. In providing any aid, benefit or service on behalf of the Borough pursuant to this contract, the Professional agrees that the performance shall be in strict compliance with the ADA. In the event that the Professional, its agents, servants, employees or sub Professionals violate or are alleged to have violated the ADA during the performance of this contract, the Professional shall defend the Borough in any action or administrative proceeding commenced pursuant to this ADA. The Professional 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 Professional 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 grievance procedure, the Professional 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 Professional 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 Professional 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 Professional 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 Professional pursuant to this contract will not relieve the Professional of the obligation to comply with the ADA 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 Professional, its agents servants, employees and sub Professionals for any claim which may arise out of their performance of this agreement.

Furthermore, the Professional expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the Professional's obligations assumed in this agreement, nor shall they be construed to relieve the Professional from any liability, nor preclude the Borough from taking any other actions available to it under any other provisions of this agreement or otherwise by law.

Initials _____

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Project Name: _____

Bidder Name: _____

PART 1: CERTIFICATION
BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX

FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE

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, is identified on the Department of Treasury Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's 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 New Jersey Director of the Division of Purchase and Property finds a person or entity to be in violation of law, he/she 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 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 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 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.**
-

**PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO
INVESTMENT ACTIVITIES IN IRAN**

You must provide, 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 boxes below.

NAME: _____ Relationship to Respondent

Description of
Activities _____

Duration of Engagement _____ Anticipated Cessation
Date: _____

Respondent/Officer 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 Somerset County 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 County to notify the County 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 Somerset County, New Jersey and that the County at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print) _____ Signature: _____

Title _____
Date: _____

GENERAL INFORMATION FOR APPLICANTS RECEIPT OF PROPOSAL

1. Qualifications shall be received in accordance with public advertisement as required by law, a copy of said noticed attached here to and made part of these specifications.
2. Each proposal shall be submitted on the proposal forms attached, in a sealed envelope addressed to the Planning Board Secretary bearing the name and address of the applicant on the outside, and clearly marked 'REQUEST FOR QUALIFICATIONS: with the name of the item(s) and contract number being proposed.
3. It is the Applicant's responsibility to see that qualification proposals are presented to the Planning Board Secretary at the time and place designated. Proposals may be hand delivered or mailed; however, it is the applicant's responsibility for the delivery of the proposal.
4. **The Applicant is required to submit ONE ORIGINAL AND 11 COPIES.**
5. 2020 Fee Schedule **MUST** be included.

PROPOSAL FORM

Proposals must be submitted on the forms included in the qualification package. All blank spaces must be filled in. All proposals shall be typewritten in ink on the forms. Unit prices and totals must be inserted in the space provided. Insert "N/A" in the blanks if "not applicable". Proposals showing any erasure, alteration or interlineations must 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 must be signed by the individual. If the applicant is not an individual, the proposal must 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 Qualifications, they should immediately notify the Board in writing, which will then send written addenda to all applicants covering the point in question. Applicants may not rely on oral responses to inquiries. In order to comply with statutory notice requirements, all challenges must be received by the Board 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 by the Board.
2. Applicants are expected to examine the specifications and related documents with care and observe all their requirements. Ambiguities, errors or omissions noted by the applicants should be reported in writing to the Purchasing Agent. If the applicant fails to notify the Board 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 Qualifications 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 must be received at least ten (10) days prior to the date fixed for the opening of the proposals. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications, and will be distributed to all prospective applicants in accordance with the statute. All addenda so issued shall become part of the contract documents, and shall be acknowledged by the applicant in the proposal. The Board's interpretations or corrections thereof shall be final.

REJECTION OF PROPOSAL

The Board reserves the right to reject any or all proposals and to waive any minor informality in any proposal should it be deemed in the best interest of the Board to do so. Proposals shall be rejected for any of the following reasons:

1. Failure to complete the Affirmative Action Certification
2. Failure to comply with the Americans Disabilities Act of 1990
3. Failure to complete the Disclosure of Ownership Statement
4. Failure to provide New Jersey State Business Registration Certificate.

Proposals may be rejected for any of the following reasons.

5. Failure to complete the Affidavit of Non-Collusion
6. Failure to properly complete the Proposal Form
7. Failure to complete the Checklist of Required documents
8. Insertion of additional conditions, provisions or stipulations

PROCEDURES ON AWARD OF CONTRACT

The Board awards contracts or rejects all proposals within 60 days, unless in accordance with N.J.S.A. 40A:11-24, which provides in the part that “any applicant who consents thereto may, at the request of the contracting unit, have their proposal held for consideration for such longer periods as may be agreed.” All prospective applicants are advised of this schedule since all proposals must be firm when proposed, and must remain so for 60 days or such longer period as the Board and applicant may agree.

NOTIFICATION OF AWARD

1. Upon passage of a Planning Board Resolution awarding the contract, the Planning Board Secretary will forward two (2) sets of contract documents to the successful applicant for execution and delivery. Within ten (10) days of the date of award of contract, the successful applicant shall return two (2) set of contract documents to the Planning Board Secretary with a proper performance bond and insurance certificates if required – refer to Checklist of Required Documents. Upon receipt of the contract documents duly executed by the applicant, the contract documents will be submitted to the Board Attorney for review and approval.
2. If approved as to form and execution, the contract documents will then be submitted to the Board for execution on behalf of the Board. A fully executed copy will be returned to the successful applicant by the Board. No Resolution of Award will be binding on the Board before the contract documents have been executed by the Board.
3. Should the successful applicant fail to execute the contract within the (10) days of notification, the Board will be free to award the contract to another applicant.

TERMINATION OF CONTRACT

1. **DEFAULT:** Non-performance of the applicant in terms of the Request for Qualifications shall be a basis for termination of the contract by the Board. The Board may terminate the contract upon 30 days written notice to the applicant. The Board shall not pay for any services and/or materials, which are unsatisfactory. The Professional 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 of non-performance.
2. **UNCONDITIONAL TERMINATION FOR CONVENIENCE:** The Board may terminate the resultant contract for convenience by providing sixty (60) calendar days advance notice to the Professional.

3. **UNCONDITIONAL TERMINATION FOR CONVENIENCE:** The Board may terminate the resultant contract for convenience by providing sixty (60) calendar days advance notice to the Professional.
4. **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 after the Board has determined the applicant has failed to remedy the problem after being forewarned.
5. **TERMINATION BY THE BOARD:** If the Professional 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 Board may terminate this contract. If the Professional 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 Board shall give the Professional fifteen (15) calendar days written notice. Upon receipt of such termination notice, the Professional shall be allowed seven (7) calendar days to cure such deficiencies.

INVOICES

The Board will not honor any invoices submitted for work performed other than that stipulated by these specifications and approval amounts unless previously authorized by a written change order from the Board.

THE CONTRACT

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

- Notice to Applicants
- Information to Applicants
- Specifications (General, Special & Detail)
- Proposal
- All addenda issued by the Board prior to the receipt of proposals

CONFLICTING INFORMATION OR ERRORS

The Board reserves the right to correct any errors or omissions in said Request for Qualifications 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 Board shall be notified of same and the Board will determine the final decision.

Prior to the execution of the work, the Professional shall check the plans and specifications and immediately report to the Board all errors and omissions discovered

therein. Thereafter, during the prosecution of the work, the Professional shall immediately report all further errors or omissions to the Board. Any adjustments made by the Professional without prior approval shall be had at their own risk and the settlement of any complications arising from such settlement shall be made by the Professional at their own expense.

COMPLIANCE WITH LAWS

The applicant 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 all such orders and decrees for bodies having any jurisdiction or authority over the same.

If any discrepancy is discovered in the Request for Qualifications in relation to any such law, ordinance, regulation, order or decree, the applicant should notify the Board in writing. The Professional shall protect and indemnify the Board, 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-Professionals.

BUSINESS REGISTRATION CERTIFICATE

N.J.S.A. 52-32-44 required that each applicant (Professional and sub Professional) provide proof of business registration in response to a request for proposals at the time a Request for Qualifications is submitted. Failure to submit a proper certificate is considered a fatal defect and shall render the proposal unresponsive and cannot be cured by the Governing Body. 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/njbs or by phone at (609) 292-1730. N.J.S.A. 52:32-44 imposes the following requirements on Professionals and all sub Professionals that **knowingly** provide goods or perform services for a Professional fulfilling this contract:

- 1) The Professional shall provide written notice to its sub Professionals and suppliers to submit proof of business registration to the Professional;
- 2) Prior to receipt of final payment from a contracting agency, a Professional must submit to the contracting agency an accurate list of all sub Professionals or attest that none were used;
- 3) During the term of this contract, the Professional and its affiliates shall collect and remit, and shall notify all sub-Professionals 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 Professional, sub Professional or supplier 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 are available by calling (609)292-9292.

AFFIDAVIT OF NON-COLLUSION

The Non-collusion Affidavit, which is part of these specifications, 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 Professional shall insert a similar provision in all sub-contracts for services to be covered by any contract resulting from this proposal.

REQUIRED AFFIRMATIVE ACTION EVIDENCE

Each Professional 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 date of the letter); or
2. A photocopy of a Certificate of Employer Information Report approval, issued in accordance with N.J.A.C. 17:27-4.
3. 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.

STOCKHOLDER DISCLOSURE CERTIFICATION

Chapter 33 of the Public Laws of 1977 amended by Chapter 43 of the Public Law 2016 provides that no corporation, partnership, or limited liability company shall be awarded any county contract for the performance of any work or the furnishing of any materials or supplies, unless prior to the receipt of the proposal or accompanying 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 percent or more of its stock or any class, or of all individual partners in the partnership who own a ten percent or greater interest therein. Form of Statement shall be completed and attached to the proposal.

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

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

INDEMNIFICATION

The Professional agrees to indemnify and save the Board, its officers, agents and employees, hereinafter referred to as indemnities, from all suits, including attorneys 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 Professional or those acting under Professional 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 indemnitee, be indemnified against all liability, loss or damage of any nature whatsoever.

GENERAL DESCRIPTION OF DUTIES

1. **Duties and Responsibilities.** The Professional Planner shall perform such duties as are prescribed by general law and local ordinance. In addition, subject to the approval of the Planning Board, the Professional Planner shall:
 - a. Attend all meetings of the Planning Board upon request of the Planning Board
 - b. Review applications and land use matters.
 - c. Prepare Master Plan and reexamination reports.
 - d. Coordinate all efforts with the appropriate official of the administration to effectuate the intent and objectives of the Municipal Land Use Law (N.J.S.A. 40:55D-1 et seq.),
 - e. Provide general advice as directed by the Planning Board.

MANDATORY MINIMUM REQUIREMENTS

1. **Minimum qualifications.** A proposer for the position of Professional Planner must meet the following minimum qualifications:
 - a. Is a multi-disciplined with at least ten (10) years experience in all aspects of municipal Professional Planner (the appointed Professional Planner may be assisted by employees of his/her firm with lesser levels of experience).
 - b. Must have specific knowledge of the Borough of Roseland.
 - c. The Professional Planner has been licensed in the State of New Jersey for at least seven (7) years.
 - d. That the Professional Planner has at least seven (7) years experience working with Planning Boards
 - e. Must have prior experience working with public sector clients and specifically representing municipal clients in land use matters.
 - f. Must be responsive to telephone calls and inquiries.
 - g. Must be able to handle diverse issues and matters.
2. **Special Services.** Whenever it is deemed to be in the best interest of the Planning board, the Planning Board may appoint on their own motion a special Professional Planner firm within the limits of available appropriations to assist in the representation of the Planning Board in connection with any issue or capacity. Such appointment is subject to approval of a majority of the Planning Board.

Contract Required. The successful proposer shall be required to execute the Borough's form contract which includes its standard form indemnification and insurance provisions.

INSURANCE REQUIREMENTS

Prior to commencing work under contract, the successful firm shall furnish the Board with a certificate of insurance as evidence that it has procured the insurance coverage required herein. A carrier approved by the Board must provide the coverage. Firms must give the Board a sixty (60) day notice of cancellation, non-renewal or change in insurance coverage. The successful firm(s) shall provide and maintain the following minimum limits of coverage during the period of performance required under the contract resulting from this Request for Qualifications.

The Vendor providing a service to Board shall maintain the following kinds of insurance with the limits not less than the amounts indicated. All insurers must have an AM Best's rating of at least A- Class VII. The specifications outlined are standard industry Insurance Services Office (ISO) forms that are used by most insurers. In the event a carrier utilizes a proprietary policy form, the agent or broker must provide a statement that the policy provides a scope of coverage at least as broad as the requested ISO form.

The vendor will provide a Certificate of Insurance evidencing the following coverage

PROFESSIONAL LIABILITY

Minimum of \$1,000,000.00 errors and omissions per occurrence to be amended based upon the specific work and values involved.

AUTOMOBILE LIABILITY

Minimum of \$1,000,000.00 per occurrence. This coverage is required if the operation of any vehicle is required in the performance of the services detailed herein (including but not limited to the use of a vehicle to make any on-site visits).

Worker's Compensation & Employers Liability (If the user is an Employer):

Worker's Compensation as required by statute.

Employers Liability with limits of: \$1,000,000 Each Accident

\$1,000,000 Disease – Policy Limit

\$1,000,000 - Each Employee

All sole proprietors, partners of a partnership, members of a limited liability company must elect worker's compensation and employer's coverage

Commercial General Liability

Occurrence Form - Insurance Services Offices – (ISO) Form CG0001 (Ed. 4/2013; 12/07; 12/04; 10/01)

Limits: \$1,000,000 Each Occurrence

\$1,000,000 Personal & Advertising Injury Limit

\$2,000,000 General Aggregate

\$2,000,000 Products-Completed Operations Aggregate

The following endorsements are to be attached and made a part of the Certificate of Insurance:

- Additional Insured – Designated Person or Organization (CG 20 26 04 13)
Borough of Roseland its elected officials, officers, directors and employees.
Or,
Additional Insured-Owners, Lessees or Contractors (CG2010 Ed 04 13,)

Borough of Roseland its elected officials, officers, directors and employees.
- Waiver of Transfer of Rights of Recovery Against Others To Us (CG2404 Ed 05/09) –
Applies to: Borough of Roseland its elected officials, officers, directors and employees
- Earlier Notice of Cancellation of Cancellation Provided by Us (CG0224) – Number of
Days Notice: 30 Days except 10 days for non-payment of premium.
Endorsement specifically applying to: Borough of Roseland (insert address).

Borough of Roseland

Requests for Qualifications: Planning Board Professional Planner 2021

Qualification Opening Date: December 23, 2020 10:15 am

INDEMNIFICATION

The selected firm(s) shall defend, indemnify and hold harmless the Board; its officers, agents, and employees from any and all claims and costs of any nature. Whether for personal injury, property damage, or other liability arising out of or in any way connected with the firm's acts or omissions under this agreement.

TERMS OF CONTRACT

January 1, 2020 through December 31, 2020

List hourly rates by title and all other incidental charges separately.

EXHIBIT B
2020 AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN
THE PLANNING BOARD AND _____

THIS AGREEMENT is made this _____ day of _____,
20____ between _____ (hereinafter referred to as the
“Firm”) having an address of _____ and the Planning Board
(hereinafter referred to as “Board”) having an address of 300 Eagle Rock Avenue,
Roseland, New Jersey 07068.

WHEREAS, the Board contemplates the retention of the Firm to provide professional services to the Planning Board and/or their employees (individually and collectively referred to herein as the “Board Entities”) regarding matters of the nature of _____; and

WHEREAS, the Firm desires to provide such representation.

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

1. Term

Except as otherwise provided by the terms of this Agreement, the Board is retaining the Firm for the period beginning on January 1, 2020 and ending on December 31, 2020 (the “Term”), or any single project for the construction, reconstruction or rehabilitation of any public building, structure or facility, or any public works project, including the retention of the services of any architect or Professional Planner in connection therewith, for the length of time authorized and necessary for the completion of the actual construction.

2. Services Provided by the Firm

Following the assignment of a matter under Section 2 (A) hereof and performance by the Firm of a conflicts check, as required pursuant to Section 6 hereof, the Firm shall undertake the professional work assigned with respect to the Board Entities pursuant to the following procedures and requirements:

A.) Case Assignment

The Firm shall represent the Board Entities in specifically assigned matters. The scope of the Firm’s representation and the identity of the Board Entities to be represented shall be as established in the Request for Proposal, if applicable, and/or communications from the Planning Board, and Melissa Barnes, Planning Board Secretary the Planning Board Attorney (hereinafter referred to as “General Counsel”) depending on the type of each assigned matter.

B.) Coordination with Borough of Roseland

The Firm acknowledges and agrees that it will coordinate all aspects of any legal matter with Roseland's General Counsel including but not limited to discussing strategy; negotiation; drafting and preparation of documents, contracts, pleadings, briefs and motions; retention of experts and expert reports; and/or litigation. The Firm shall provide General Counsel with copies of all court notices and Orders as the Firm receives them and shall provide General Counsel with reasonable advance notice of all litigation events including but not limited to court appearances and conferences, arbitrations, mediations, discovery deadlines, deposition, motions and trial dates. No expert shall be retained without the prior notice and approval of General Counsel. In the event the Board maintains a panel list of experts, court reporters or other litigation support professionals, the Firm shall use experts or professionals from said panel list. Substantive documents drafted by the Firm must be provided to General Counsel prior to their service upon other parties, mediators, arbitrators or the Court and shall be provided reasonably in advance of any applicable deadline in order to allow a reasonable period of time for review and comment by General Counsel. Further, the Firm shall undertake no research, motion or substantive action without prior written notice to and approval by General Counsel. Motions prepared and research conducted without prior written approval and hearings/conferences attended without prior notice to General Counsel may not be reimbursed. Further, in matters where Roseland has assigned more than one attorney, the Firm shall look to General Counsel for overall matter coordination. Joint meetings or conferences conducted without reasonable prior notice to General Counsel may not be reimbursed.

The Firm shall consult with General Counsel regarding the appropriateness of settlements prior to negotiation and completion of such settlements. The terms of all such settlements, whether at trial or otherwise, must first be approved by the General Counsel who will communicate with the Governing Body with or without the Firm's participation in the judgment of General Counsel.

Regarding Professional Planning or other matters, the Firm shall consult with Planning Board, and/or Planning Board Secretary depending upon the nature of the matter and the scope of the work as the Board determines in its sole discretion.

C.) Reporting Requirements

In the case of litigated matters, the Firm shall prepare a brief one-page quarterly report for each matter it has been assigned (the "QCR") along with a Budget (as described below). Each QCR shall briefly summarize the status of the matter, and where applicable in litigation and tax appeal matters, the estimated exposure of the Roseland Entities for each matter it is currently handling. The QCR shall include the Firm's best estimate of the reserves (both settlement and trial values) it recommends be established for each matter, if applicable.

The Budget shall set forth the estimated legal fees and costs that the Firm expects to be incurred that quarter. The General Counsel's receipt of Budgets that the Firm submits shall not be construed as Roseland's approval for the Firm to incur costs or submit invoices to the extent set forth therein, it being understood that said budgets are submitted solely for the purpose of the General Counsel's consideration, not its approval.

A current version of each QCR and Budget shall be transmitted to General Counsel no later than the tenth day of the first month following the end of each calendar quarter (i.e., the March QCR (known as the "First Quarter QCR") is due April 10; the June QCR (known as the "Second Quarter QCR") is due July 10, etc.). No QCR shall exceed two (2) pages in length. The aggregate time billed for the preparation of each QCR and Budget shall not exceed 1.0 hour unless first approved in writing by General Counsel. In the event that new or additional facts or circumstances are revealed during the period between issuance of QCRs that may substantially change the Roseland Entities' position or exposure in a matter, the Firm shall immediately inform General Counsel. The Firm acknowledges and agrees that should the Firm fail to provide the General Counsel with the QCRs or Budgets in compliance with the above requirements, Roseland may withhold, discount or deny any payment due on the invoices the Firm bills to Roseland. The discount remedy shall be taken in an amount or at terms at Roseland's sole discretion and shall be in addition to all other remedies available to Roseland as provided by this Agreement or at law.

D.) Communication with Media

The Firm shall not provide documents or discuss or otherwise communicate the status of any matter, or provide any other information regarding any matter assigned under this Agreement to any newspaper, TV, internet or any other media outlet or reporter without the express, prior approval of the Board.

4. Reimbursement

Except as otherwise set forth in this Agreement, the Board agrees to reimburse the Firm for services provided by the Firm hereunder at the rates set forth in the Planning Board's Resolution appointing the Firm or the rate set forth in the Firm's Request for Proposal, whichever is lower. The Board also agrees to reimburse the Firm for reasonable disbursements, following transmittal of fully detailed invoices to and approval by the General Counsel in accordance with the Firm's Request for Proposal and Resolution of the Planning Board appointing the Firm. The Firm shall submit invoices for services rendered and disbursements made for payment for each matter no greater than sixty (60) days (the "deadline") following the date such service is provided or cost is incurred. For example, services provided on March 1 must be presented in an invoice to the Board no later than May 1. The Firm agrees that the Board shall, at its sole discretion, be entitled to refuse or reduce payment for invoices received after the deadline. All invoices

provided by the Firm shall be submitted individually, in duplicate with a cover letter indicating, in alphabetical order by case name all invoices being submitted for payment. Each individual invoice shall include the time period during the billed fees and costs were incurred and the total fees and costs being billed. Time entries on all invoices shall describe each task involved and the amount of time dedicated to that task. (For example, it shall be insufficient to state "Work on motion"; rather, the entry shall explain what tasks were performed in drafting said motion). The Firm shall not bill for voicemail messages left or received from any person. The Board reserves the right to deduct Firm charges that it believes exceed what is reasonably required to complete the task in question. Not more than one attorney or paralegal shall bill time to any task unless the Board approves same in advance. Invoices containing billing for third-party vendor charges must have attached detailed copies of each such invoice. Travel will be reimbursed based upon detailed statements describing such travel (i.e., beginning and ending points, miles traveled and rate per mile charged). Mileage charges shall not exceed that rate which is currently approved by the IRS less 0.05 cents per mile (i.e., if the IRS approved rate for business mileage is 0.50/mi, Roseland will reimburse at 0.45/mi.). In the event copy costs are to be billed, the rate shall not exceed **10** cents per page. Roseland will not reimburse for telefax charges incurred by the Firm unless the General Counsel approves in advance the use of and billing for such telefax delivery in advance in writing. Roseland will not pay for scanning and email of documents. Roseland will reimburse overnight and same day delivery charges (i.e., FedEx, Lawyers Service, etc.) at the actual cost Firm incurs.

5. Insurance

The Firm will carry Professional Liability Insurance with limits of not less than \$1MM per Claim. The Firm shall provide the Board evidence of this coverage to Roseland's Borough Administration at the time of the execution of this agreement and immediately upon reasonable request.

6. Conflict

The Firm shall perform a conflict check prior to accepting any matter assigned, and shall not undertake the representation of any person or entity whose interests are or which may be adverse to Board Entities. The Firm agrees that its representation of any person or entities whose interests are or may be adverse to Board Entities constitutes a conflict. The Firm acknowledges and agrees that its representation of any person or entity in a claim which is adverse to the Board Entities via direct claim, cross-claim or otherwise, shall be grounds for immediate termination by the Board pursuant to Section 9 (A) hereof. Further, the Board shall be entitled to deny payment for any services the Firm bills the Board for any or all matters assigned to the Firm, even for matters unrelated to the conflict, from the period beginning upon when such conflict arose. The prohibitions set forth in this Paragraph 6 shall survive the expiration or termination of this Agreement for a period of no less than three years.

7. No Assignment, Reimbursement or Acceptance of Other Member Work.

The obligations of the Firm may not be assigned, subcontracted or otherwise deferred to any person, firm or other entity without the prior written consent of the Board, as evidenced in writing. Further, the Firm covenants and agrees that it shall not accept compensation, reimbursement or payment in any form or fashion from any person, other than the Board for the Firm's performance of the services required under this Agreement. Finally, the Firm agrees that other than the matters currently being handled on behalf of any of the Board Entities, the Firm will not undertake to represent or provide legal services to any official, agent, representative or employee of Roseland, without prior written notice to and approval by the Board.

8. Independent Contractor

The Firm shall be an independent contractor and not an employee of Roseland.

9. Termination

The Board may terminate this Agreement at any time upon the Planning Board resolving to terminate the agreement and upon the Board providing Firm written notice (the "Termination Notice"). In addition to the Board's right to deny payment of Firm invoices as otherwise set forth in this Agreement, the Board shall not be liable for any legal fees the Firm incurs following the delivery of the Termination Notice. The Firm shall reasonably and professionally cooperate at its sole cost and expense with the transition of any and all matters the Firm was assigned to any successor firm including but not limited to executing all necessary substitutions of attorneys and providing all original files promptly to successor firm upon successor firm's request.

The Firm may terminate this Agreement only upon sixty (60) days written notice.

10. Distribution of Claims

The Planning Board shall, at its sole discretion, determine which matters, if any are assigned to the Firm. The Board does not guarantee a minimum caseload or the assignment of any matters to the Firm.

11. Complete Agreement

This Agreement contains all of the terms and conditions agreed to by the parties hereto, and no other agreements, oral or otherwise regarding the subject matter of this Agreement shall be deemed to exist or bind any of the parties hereto. Notwithstanding the above, the Firm shall be bound by all its representations made in connection with any Request for Proposal.

12. Governing Law and Remedies

This Agreement shall be governed by and construed under the laws of the State of New Jersey. The Board hereby reserves all rights and remedies available for the Firm's breach of this Agreement.

13. Dispute Resolution

Any disputes between the Firm and the Board arising out of this Agreement shall, at the discretion of the Board, be submitted to binding arbitration to be venued in Essex County, New Jersey pursuant to the Rules of the American Arbitration Association. The Board specifically reserves all rights and remedies, whether pursuant to this contract, statute or common law, for any breach of this Agreement. At a minimum, it shall be a breach of this Contract for failure of the Firm to satisfy any of the conditions of this Agreement

14. Notice

All notices required under this Agreement shall be sent via certified mail, return receipt requested or via overnight mail and shall be deemed duly given when sent in the foregoing manner to the parties at the following addresses, or to such other addressed as are established by notice provided for under this paragraph, Notice of change of address shall only be effective upon receipt thereof:

To Roseland:

Melissa Barnes, Planning Board Secretary
Borough of Roseland
300 Eagle Rock Avenue
Roseland, New Jersey 07068

To the FIRM:

WITNESS:

PLANNING BOARD

Melissa Barnes
Board Secretary

BY:_____
Louis LaSalle, Planning Board Chairman

DATE _____

WITNESS:

BY:_____

DATE: _____