

BOROUGH OF ISLAND HEIGHTS

Request for Proposals for Professional Services

This letter shall serve as a "Request for Proposals" to all interested persons. The governing body intends to award contracts for the services enumerated on the attached "Schedule A" for the year 2016. All Proposals must be submitted to Joseph Kosteckij, Borough Clerk, Borough of Island Heights, One Wanamaker Municipal Complex, P.O. Box 797, Island Heights, NJ 08732, sealed proposals must be submitted to the Borough Clerk on or before December 23, 2015, at or before 11:00 a.m. The Borough reserves the right to reject any proposals not received by that date. All proposals must include the following minimum information to be considered:

- Name of the individual(s) to be assigned to perform the tasks.
- Professional experience of the individual(s) to be assigned including a listing of experience with Borough of Island Heights and/or experience with other municipalities.
- A statement concerning the ability of the firm/individual to perform tasks assigned by the Borough in a timely fashion.
- Professional licenses held by the individual(s) to be assigned.
- Educational background and experience of the individual(s) assigned.
- A description of the support staff available to the individual(s) to be assigned.
- A copy of the Certificate of Insurance, issued by an insurance carrier licensed in the State of New Jersey, for the firm/company showing the amount of professional liability insurance and all other coverage in place as of 1/1/16.
- A list of professional references with addresses and telephone contact number.
- Detailed hourly rates for ALL staff that will be or potentially could be assigned and any other "charges" for extra services not included in hourly rates.
- A comparison of the hourly rates charged to other municipalities for similar work to be undertaken for Borough of Island Heights.
- Any known potential conflicts of interest that may result in the individual/firm becoming disqualified from working for the Borough of Island Heights.
- Completion of attached Affirmative Action information.
- Submission of a copy of your Business Registration Certificate
- Location of office serving Municipality
- Resume of individuals providing services
- Statement as to whether any of the principals of the firm or the firm itself has been convicted of a crime within the last five (5) years
- A statement as to whether any of the principals of the firm or the firm itself has received a target letter from a grand jury
- Certification as to the truth of the above two statements
- Submission of an Affidavit of Compliance with Borough of Island Heights Ordinance No. 2006-08.

It should be noted that all submissions shall be kept on file during the term of the related contract and shall be public records after the deadline for the submission of the proposals.

Each proposal must be enclosed in a sealed envelope, bearing the name and address of the vendor, and must be addressed to the Borough of Island Heights Borough Clerk, to the attention of *Joseph Kosteck*

Interested vendors are advised that the Borough does not have responsibility for the delivery of U.S. Mail, or any other private mail carrier. **PACKAGE or ENVELOPE MUST BE ENDORSED: RFP 2016 – REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES.**

Please submit two (2) copies of your proposal. If you are submitting proposals for more than one appointment, submit two (2) copies of the pertinent information that would apply to each proposal and list the appointments for which you are applying.

Should you have any questions, please feel free to contact me at 732-270-6415 or at *BoroughClerk@IslandHeightsboro.com*

Thank you for your interest in the Borough of Island Heights.

Sincerely,

Joseph Kosteck
Borough Clerk

OTHER REQUIREMENTS

Firms are advised of the responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-20.13 (P.L. 2005, c.271, s.3) if the firm receives contracts in excess of \$50,000 from public entities in a calendar year. It is the firm's responsibility to determine if filing is necessary. Additional information on this requirement is available from ELEC at (888) 313-3532 or at www.elec.state.nj.us.

EVALUATION OF THE REQUEST FOR QUALIFICATION AND SELECTION

The Borough reserves the right to accept the submission deemed most advantageous, price and other factors considered, by the governing body of the Borough of Island Heights.

The following information will be taken into consideration during the evaluation process:

1. Whether the applicant meets all qualifications and requirements identified in this Request for Qualifications and Proposal.
2. The level of experience of the proposed firm in providing services to governmental entities.
3. The professional reputation and familiarity with laws and regulations governing New Jersey local governments demonstrated by the applicant firm.
4. The adequacy of the applicant firm's facilities and the proximity and accessibility of such firm to the Borough of Island Heights.
5. Experience in providing the services requested by the Borough of Island Heights and referenced related thereto.
6. Ability to perform the tasks in a timely fashion, including staffing and familiarity with the subject matter and the Borough of Island Heights.
7. The cost of providing basic hourly services. It should be noted that cost of services is important to the governing body, but it is not necessarily the most critical factor in evaluating the firm's suitability to serve as Borough Attorney for the Borough of Island Heights.

EVALUATION OF THE REQUEST FOR QUALIFICATION AND SELECTION CONTINUED

In accordance with the Instructions to Bidders and request for qualifications and proposal, the undersigned hereby certify that they have read and understand the same and propose to furnish the services as specified. The undersigned hereby certifies that this proposal is genuine and is made without collusion with any person, firm or corporation making a proposal for the same service.

Company: _____

Address: _____

Telephone: _____

Signature: _____

Title: _____

AFFIRMATIVE ACTION AGREEMENT

The Contractor here agrees that during the performance of an agreement with the Borough of Island Heights, it will in all respects comply with Chapter 127 of the Public Law of 1975 and further states agreement as follows:

- A. The Contractor will not discriminate against any employee or applicant for employment because of his age, race, creed, color, national origin, ancestry, marital status or sex. The Contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status or sex. Such action shall include, but not limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

- B. The Contractor in all solicitations or advertisements for employees placed by or on behalf of the Contractor; state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status or sex.

- C. The Contractor will send to each labor union or representative of workers with which he has a Collective Bargaining Agreement or other agreement or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

Company: _____

Signature: _____

Title: _____

AFFIDAVIT FOR AFFIRMATIVE ACTION

STATE OF _____)

:SS.:

COUNTY OF _____)

_____ being duly sworn, deposes and says that he/she
resides at: _____ and that he/she is the
_____ of _____
(Title) (Partnership / Corporation)

Who signed the above Proposal or Bid, that during the course of this contract, he/she will agree to the Plan for Affirmative Action as outlined in the NOTICE TO BIDDERS, and more particularly detailed in the contract documents.

(Signature of Affiant)

Subscribed and sworn to before me this _____

Day of _____, 20_____.

(Notary Public)

AMERICANS WITH DISABILITIES ACT

Equal Opportunity for Individuals with Disabilities

The CONTRACTOR and the BOROUGH OF ISLAND HEIGHTS do hereby agree that the provisions of title II of the Americans with Disabilities Act of 1990 (the "Act") (42 U.S.C. 12101 et. seq.) which prohibits discrimination on the basis of disability by public entities in all services, programs and activities provided or made available by public entities, and the rules and regulations promulgated thereunto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the BOROUGH OF ISLAND HEIGHTS pursuant to this contract, the CONTRACTOR agrees that the performance shall be in strict compliance with the Act. In the event that the CONTRACTOR, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the CONTRACTOR shall defend the BOROUGH OF ISLAND HEIGHTS in any action or administrative proceeding commenced pursuant to this Act. The CONTRACTOR shall indemnify, protect and save harmless the BOROUGH OF ISLAND HEIGHTS, its agents servants and employees from and against any and all suits, claims, losses, demands, or damages of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The CONTRACTOR shall, at its own expense, appear, defend and pay all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection herewith.

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

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

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

The BOROUGH OF ISLAND HEIGHTS does not discriminate on basis of handicapped status in the admission or access to, or treatment, or employment in its programs or activities.

The BOROUGH OF ISLAND HEIGHTS shall allow access to any books, documents, papers and records of the contractor, which are directly pertinent to that specific contract.

Compliance is required with all applicable standards, orders, or requirements issued under 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 11738 and Environmental Protection Agency Regulations (40 CRF, Part 15) which prohibits the use under non-exempt federal contracts, grants or loans of facilities included on the EPA list of violating facilities.

"The BOROUGH OF ISLAND HEIGHTS considers it to be a substantial conflict of interest for any company desiring to do business with the BOROUGH OF ISLAND HEIGHTS to be owned, operated or managed by any BOROUGH OF ISLAND HEIGHTS employee, nor shall any BOROUGH OF ISLAND HEIGHTS personnel be employed by the vendor in conjunction with any work to be performed for or on behalf of the BOROUGH OF ISLAND HEIGHTS".

I HEREBY CERTIFY COMPLIANCE WITH THE FOREGOING.

Partnership
The undersigned is a Corporation under the law of the State of _____,
Individual

having principal offices at _____.

NAME OF COMPANY, CORPORATION OR INDIVIDUAL
- Please Print -

SIGNED BY: _____

Print Name and Official Title

ADDRESS: _____

Include Zip Code

TELEPHONE: _____

EMAIL
ADDRESS: _____

FEDERAL IDENTIFICATION
NUMBER: _____

ATTACHMENT A

BOROUGH OF ISLAND HEIGHTS

CONSULTANT INSURANCE REQUIREMENTS

The Consultant shall obtain and maintain the insurance policies with coverages and limits as indicated hereon and with carriers allowed to do business in New Jersey and with A.M.S Best's rating of A-VII or better.

General Liability Insurance with limits of \$1,000,000 per claim and \$1,000,000 aggregate.

Workers' Compensation Insurance as required by statute, including Employers' Liability, with limits of:

\$500,000 – Each accident

\$500,000 – Disease-policy limit

\$500,000 – Disease-each employee

Motor Vehicle Liability Insurance – During the life of this contract, the Consultant shall procure and maintain Motor Vehicle Liability Insurance, including applicable No-Fault coverage, with limits of liability not less than \$1,000,000 per accident combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

Umbrella/Excess Liability Insurance with limits \$1,000,000 per occurrence and \$1,000,000 aggregate.

Professional Liability Practice Policy with limits of \$1,000,000 per claim and \$1,000,000 aggregate.

Certificates of Insurance shall be provided to the Borough of Island Heights upon execution of the agreement and prior to the commencement of services. All insurance policies shall provide that the policy is not subject to cancellation, non-renewal, or material reduction in coverage until thirty (30) days prior written notice has been given to the Borough.

Insurance requirements are subject to the review and modification by the Borough.