

**GENERAL INFORMATION AND SPECIFICATIONS FOR PROSPECTIVE  
CONTRACTORS SUBMITTING QUALIFICATIONS AND PROPOSALS  
FOR 2010 CONTRACT FOR POSITION OF PLANNING BOARD SOLICITOR**

- I. **Invitation to Submit Qualifications and Proposal.** The Township of Upper Deerfield Planning Board is requesting qualifications and proposals from individuals and/or firms for the following contract for the year 2010: Planning Board Solicitor. The qualifications and proposals are being solicited through a fair and open process in accordance with N.J.S.A. 19:44A-20.5, *et. seq.*
  
- II. **Submitting and Delivery of Qualifications and Proposals.** Qualifications and proposals must be submitted on or before November 30, 2009 and may be submitted either by mail or in person by the prospective contractor or his agent. Qualifications and proposals must be enclosed in a sealed envelope and plainly marked "Qualifications and Proposal for 2010 Planning Board Solicitor Contract" and the envelope also shall have plainly marked on it the name and address of the prospective contractor.
  
- III. **Time and Place for Acceptance of Qualifications and Proposals.** The Upper Deerfield Township Clerk has been designated as the person authorized to receive all qualifications and proposals. All qualifications and proposals must be submitted in sealed envelopes to the Township Clerk, Township of Upper Deerfield, PO Box 5098, 1325 Highway 77, Seabrook, New Jersey, 08302, either by mail or in person by the prospective contractor or his agent on or prior to November 30, 2009 at 10:00 a.m., prevailing time. The Township Clerk will record the date and time of receipt of all proposals on the sealed envelope. No proposal will be received after the time designated for receipt.
  
- IV. **Contract Description and Qualifications.** The Planning Board Solicitor shall perform all of the services customarily performed by a Planning Board Solicitor of a municipality the size of the Township of Upper Deerfield. Such services include, but are not necessarily limited to, the following:
  - a. Attend all regular and special meetings of the Planning Board;
  - b. Prepare all required resolutions;
  - c. Receive, review and respond to all correspondence pertaining to the Planning Board's legal matters;
  - d. Review, research and render such written and/or verbal opinions as the Planning Board may require;

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- e. Render any and all other legal services required by the Planning Board;
- f. Provide legal representation to the Planning Board with respect to all actual and threatened litigation.

The contractor shall possess all required State of New Jersey licenses or certifications.

The resumes or *curricula vitae* of all individuals who will perform services under the contract on behalf of the Township of Upper Deerfield shall be submitted with the prospective contractor's proposal.

The prospective contractor's proposal shall clearly set forth the proposed financial compensation to be paid to the contractor under the contract.

A proposed contract may be submitted with the contractor's proposal.

- V. Selection Process & Award of Contract.** Upon receipt of qualifications and proposals, the Board Secretary will transmit copies of each proposal to the members of the Planning Board. Proposals will be evaluated on the basis of the most advantageous, price and other factors considered. The evaluation will consider:

- a. Minimum of ten years experience as planning board solicitor and reputation of the prospective contractor in the field that is the subject matter of the contract;
- b. Knowledge of the Township of Upper Deerfield, issues that are unique to Upper Deerfield and the subject matter to be addressed under the contract;
- c. Availability to accommodate any required meetings of the Township of Upper Deerfield Planning Board;
- d. Compensation proposal; and
- e. Other factors as demonstrated to be in the best interest of the Township of Upper Deerfield Planning Board.

Upon completion of the review process, the Planning Board may award the subject contract on or about January 11, 2010 by resolution.

- VI. Obligation of Prospective Contractor.** At the time of receipt of proposals, each prospective contractor will be presumed to have read and to be thoroughly familiar with the contents of the notice of availability of requests for qualifications

and proposals that has been posted on the Township of Upper Deerfield website and with the contents of this document. The failure or omission of any prospective contractor to receive or examine either document shall in no way relieve any prospective contractor from any obligation with respect to the proposal submitted.

- VII. Investigation of Qualifications.** The Township of Upper Deerfield Planning Board will make such investigations as it deems necessary to determine the responsibility of the prospective contractor and the prospective contractor shall furnish the Township of Upper Deerfield Planning Board all such information as may be requested by the Township of Upper Deerfield Planning Board notwithstanding the fact that the release of such information to the Township of Upper Deerfield Planning Board may result in the disqualification of the prospective contractor and the proposal submitted.

The Township of Upper Deerfield Planning Board reserves the right to reject any proposal if the evidence submitted by, or the investigation of, such prospective contractor fails to satisfy the Township of Upper Deerfield Planning Board that such prospective contractor properly is qualified to carry out the obligations of the contract for the work as provided and as described in this document.

- VIII. Signing of Proposal Documentation.** The qualification and proposal documentation that is submitted by the prospective contractor shall be signed by the individual or on behalf of the entity to be bound by the contract.

- IX. New Jersey Business Registration Certificate.** Business organizations or individuals doing business in New Jersey are required to register with the Department of Treasury, Division of Revenue. Prospective contractors submitting proposals shall submit a copy of their business registration certificate to the Township of Upper Deerfield Planning Board at the time that the proposal is submitted to the Township of Upper Deerfield Planning Board. See N.J.S.A. 52:32-44b(1). Failure to comply with this paragraph shall result in disqualification of the prospective contractor.

**X. Miscellaneous.**

- a. Nothing herein shall be construed as an obligation on the part of the Township of Upper Deerfield Planning Board to award the subject contract under the fair and open procedures described above and the Township of Upper Deerfield Planning Board, after review of qualifications and proposals that have been submitted, if deemed to be in

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the best interests of the Township of Upper Deerfield Planning Board, specifically reserves the right to award the subject contract by utilizing the non-fair and open procedures that are set forth at N.J.S.A. 19:44A-20.5, *et seq.*

- b. All contracts awarded by the Township of Upper Deerfield Planning Board shall be governed by and interpreted in accordance with the Laws of the State of New Jersey.
- c. If awarded a contract, you or your company/firm shall be required to comply with the requirements of N.J.S.A. 10:5-31 *et seq.* and N.J.A.C. 17:27 (EEO in public contracts).
- d. For additional information contact: Roy Spoltore, Township Administrator, Upper Deerfield Municipal Building, PO Box 5098, 1325 Highway 77, Seabrook, New Jersey, 08302, 856-451-3811.

**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
**N.J.S.A 10:5-31 et seq., N.J.A.C. 17:27 (Revised 8/28/08)**

**GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS**

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

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

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

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

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

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

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

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

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

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

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

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

### **AFFIRMATIVE ACTION REQUIREMENTS**

COMPANY NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

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.

**Required Affirmative Action Evidence for Goods, Professional Services and General Service Contracts – After notification of award but prior to the execution of Goods and Services and Professional Services Contracts one (1) of the following evidences of compliance with Affirmative Action requirements must be submitted:**

1. A Letter of Federal Approval indicating that the vendor is under an existing Federally approved or sanctioned Affirmative Action program. A copy of the approved letter is to be provided by the vendor to the Public Agency and the Division. This approval letter is valid for one (1) year from the date of issuance.
2. A Certificate of Employee Information Report (hereafter "Certificate"), issued in accordance with N.J.A.C. 17:27-1.1 et seq. The vendor must provide a copy of the Certificate to the Public Agency as evidence of its compliance with the regulations. The Certificate represents the review and approval of the vendor's Employee Information Report, Form AA-302, by the Division. The period of validity of the Certificate is indicated on its face. Certificates must be renewed prior to their expiration date in order to remain valid.
3. The vendor shall complete an Initial Employee Report, Form AA-302, and submit it to the Division with a copy to the Public Agency. Upon submission and review by the Division, this report shall constitute evidence of compliance with the regulations.

## **AMERICANS WITH DISABILITIES ACT**

### **Mandatory Language**

#### Equal Opportunity for Individuals with Disabilities.

The CONTRACTOR and the OWNER do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. s12101 et seq.), which Prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the OWNER pursuant to this contract, the CONTRACTOR agrees that the performance shall be in strict compliance with the Act. In the event that the CONTRACTOR, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the CONTRACTOR shall defend the OWNER in any action or administrative proceeding commenced pursuant to this Act. The CONTRACTOR shall indemnify, protect, and save harmless the OWNER, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The CONTRACTOR shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the OWNER'S grievance procedure, the CONTRACTOR agrees to abide by any decision of the OWNER, which is rendered pursuant to, said grievance procedure. If any action or administrative proceeding results in an award of damages against the OWNER or if the OWNER incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the CONTRACTOR shall satisfy and discharge the same at its own expense.

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

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

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

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

**FAILURE BY THE BIDDER/RESPONDENT TO SUBMIT**  
**THE REQUIRED INFORMATION IS CAUSE FOR AUTOMATIC REJECTION**

**Check one:**

- I certify that the list below contains the names and addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.
- I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

**Check which business entity applies:**

- Partnership
- Corporation
- Sole Proprietorship
- Limited Partnership
- Limited Liability Partnership
- Limited Liability Corporation
- Subchapter S Corporation
- Other \_\_\_\_\_

**Complete if bidder/respondent is one of the three types of corporations listed above:**

Date Incorporated: \_\_\_\_\_ Where Incorporated: \_\_\_\_\_

**Business Address:**

Name of business: \_\_\_\_\_

Street address: \_\_\_\_\_

Post office box number/address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

(Corporate Disclosure continued on next page)

(Corporate Disclosure continued)

List below the names and addresses of all stockholders, partners or individuals who own 10% or more of its stock of any classes or who own 10% or greater interest therein.

Stockholders

Home Address

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**FAILURE BY THE BIDDER/RESPONDENT TO SUBMIT  
THE REQUIRED INFORMATION IS CAUSE FOR AUTOMATIC REJECTION**

Subscribed and sworn before me

this \_\_\_ day of \_\_\_\_\_, 200\_\_

\_\_\_\_\_  
(Affiant)

\_\_\_\_\_  
(Notary Public)

\_\_\_\_\_  
(Print Name and Title)

My Commission expires: \_\_\_\_\_

**NON-COLLUSION AFFIDAVIT**

State of \_\_\_\_\_  
County of \_\_\_\_\_

ss:

I, \_\_\_\_\_ (Name of Affiant) residing in \_\_\_\_\_ (Name of Municipality)  
in the County of \_\_\_\_\_ and the State of \_\_\_\_\_, of full age,  
being duly sworn according to law on my oath depose and say that:

I am \_\_\_\_\_ (Title or Position) of the firm \_\_\_\_\_ (Name of Firm)

the bidder making the proposal for the above named project, and that I executed the said proposal with full authority so to do; that said bidder has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the County of Cumberland in the State of New Jersey relies upon the truth of the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by \_\_\_\_\_ (Name of Contractor).

(N.J.S.A. 52:34-15).

Subscribed and sworn to  
Before me this day

\_\_\_\_\_ 200\_\_\_\_\_.

\_\_\_\_\_  
(Signature of Notary Public)

\_\_\_\_\_  
(Signature of Affiant)

\_\_\_\_\_  
(Typed or Printed Name of Affiant)

My Commission expires \_\_\_\_\_  
(Month, Day, Year)