

**REQUEST FOR PROPOSAL & QUALIFICATIONS
FOR
PLANNING BOARD SOLICITOR**

**Issued by
The Township of Mullica Planning Board**

Date Issued: August 5, 2022

Responses due by: August 24, 2022

I. PURPOSE AND INTENT

Through this Request for Proposal & Qualifications, the Township of Mullica (hereinafter the “Township”) seeks to engage a vendor as Township Planning Board Solicitor for the remainder of the 2022 Township year commencing September 1, 2022 or upon appointment, whichever is later. This contract will be awarded through a fair and open process pursuant to NJSA 19:44-20.4 et. seq.

II. PROPOSAL SUBMISSION

- 1) An original, clearly marked as the “Original” and five (5) full, complete and exact copies of each proposal shall be submitted in sealed envelopes and must be marked with “Planning Board Solicitor” and addressed to:

Dawn Stollenwerk, QPA
Township of Mullica
4528 White Horse Pike
PO Box 317
Elwood, NJ 08217

- 2) **The proposal must be received no later than Wednesday, August 24th, 2022 at 11:00 a.m.**

FAXED PROPOSALS WILL NOT BE ACCEPTED

- 3) Any inquiry concerning this RFQ should be directed in writing to:

Nadine Erwin, Planning Board Secretary
Township of Mullica
PO Box 317
Elwood, NJ 08217
Email: nerwin@mullicatownship.org

- 4) All documents/information submitted in response to this solicitation shall be available to the general public as required by the New Jersey Open Public Records Act N.J.S.A. 47:1A-1 et seq. The Township will not be responsible for any costs associated with the oral or written and/or presentation of the proposals. The Township reserves the right to reject any and all proposals, with or without cause, and waive any irregularities or informalities in the proposals. The Township further reserves the right to make such investigations as it deems necessary as to the qualifications of any and all vendors submitting proposals. In the event that all proposals are rejected, the Township reserves the right to re-solicit proposals.

III. GENERAL INFORMATION ON THE TOWNSHIP OF MULLICA

- 1) The Township of Mullica operates under the Township Form of Government pursuant to NJSA 40A:63-1, and has a combined Planning and Zoning Board. The Township is approximately 55 square miles; has a population of 6,020; an annual operating budget of approximately \$5 million; and 35 employees. The entire Township is subject to the rules and regulations of the New Jersey Pinelands Commission. The Township Planning Board meets generally meets the first Wednesday of each month. The Board hears, on average, 20 applications per year.
- 2) All of the following are contained within the Township's 55 square miles:
 - a. Pinelands Protection Areas
 - b. CAFRA (Coastal Area Facility Review Act)
 - c. Large Areas of Woodlands
 - d. Rural Residential Development
 - e. Parks and Recreation Areas
 - f. Closed Landfill
 - g. Transfer Station
 - h. Four (4) separately incorporated Volunteer Fire Companies
 - i. One (1) Volunteer Emergency Medication Services Squad.
 - j. One (1) Volunteer Recreation Association.

IV. MINIMUM QUALIFICATIONS

All applicants **must** establish that they meet the following minimum qualifications:

- 1) Must be a licensed attorney in the State of New Jersey.
- 2) Must have at least five years experience in representing Land Use Boards and/or municipalities
- 3) Must have experience in preparing decisions and resolutions of approval and denial.

V. MANDATORY CONTENT OF PROPOSAL

In addition to demonstrating an ability to meet all minimum qualifications in Section IV, the firm must also include and address the following:

- a. **Contact Information**: Provide the name and address of the firm; the name, telephone number, fax number, and email address of the individual responsible for the preparation of the proposal.
- b. **A Fee Proposal** for the 2022 Township year. A proposal showing minimum and maximum ranges is not acceptable.
- c. **An Executive Summary** of not more than two (2) pages, identifying and substantiating why the vendor is qualified to provide the requested services.
- d. **A Staffing Plan** listing those persons who will be assigned to the engagement if the vendor is selected, including the designation of the person who would be the vendor's officer responsible for all services required under the engagement. This portion of the proposal should include the relevant resume information for the individuals who will be assigned and include, at minimum, a description of the person's relevant professional experience, years and type of experience, and number of years with the vendor.
- e. **A description of the vendor's experience** in performing services of the type described in this RFQ.
- f. **The location of the office**, if other than the vendor's main office, at which the vendor proposed to perform services required under this RFQ. Describe your presence in New Jersey and familiarity your firm has with the Atlantic County area.
- g. **References** for which similar services have been provided. Provide the contact names, titles and phone numbers.
- h. If the vendor or any principal therein has been subject to any **professional disciplinary action** over the last three (3) years, the bidder must provide a description of the litigation and/or disciplinary action.
- i. In its proposal, the vendor must identify any existing or potential **conflicts of interest**, and disclose any representation of parties or other relationships that might be considered a conflict of interest with regard to this engagement, or the Township.
- j. **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 Mullica at the time the proposal is submitted to the Township. See N.J.S.A 52:32-44b (1). Failure to comply with this paragraph shall result in disqualification of the prospective contractor.
- k. **Pay to Play Certification**

VI. INTERVIEW

The Township Planning Board or its designees reserves the right to interview any or all of the applicants submitting a proposal. Although interviews may take place, the proposal should be comprehensive and complete on its face. The Township reserves the right to request clarifying information subsequent to submission of the proposal.

VII. SELECTION PROCESS

- 1) All proposals will be reviewed by the Township Planning Board to determine responsiveness. Non-responsive proposals will be rejected without evaluation. For vendors that satisfy Part IV “Minimum Qualifications” and Part V – “Mandatory Contents of Proposal”, the Township Planning Board will evaluate proposals based on the following evaluation criteria, separate or combined in some manner, and not necessarily listed in order of significance:
 - a. The vendor’s general approach to providing the services required under this RFQ.
 - b. Experience and reputation of the prospective vendor in the field that is the subject matter of the contract.
 - c. The vendor’s documented experience in successfully completing contracts of a similar size and scope to the engagement addressed by this RFQ.
 - d. The qualifications and experience of the vendor’s management, supervisory or other key personnel assigned to the engagement, with emphasis on documented experience in successfully completing work on contract of similar size and scope to the services required by this RFQ.
 - e. Costs and fee schedules.

VIII. INSURANCE REQUIREMENTS

- 1) **Indemnification:** Vendor shall indemnify, save harmless and defend the Municipality, its elected and appointed officials, its employees, agents, volunteers and others working on behalf of the Municipality, from and against any and all claims, losses, costs, attorney’s fees, damages or injury including death and/or property loss, expense claims or demands arising out of or caused or alleged to have been caused in any manner by a defect in any equipment or materials supplied under this Contract or by the performance of any work under this Contract, including all suits or actions of every kind or description brought against the Municipality, either individually or jointly with Vendor for or on account of any damage or injury to any person or persons or property, caused or occasioned or alleged to have been caused by, or on account of, the performance of any work pursuant to or in connection with this Contract, or through any

negligence or alleged negligence in guarding the work or through any act, omission or fault or alleged act, omission or fault or alleged act, omission or fault of the Vendor, its employees, Subcontractors or agents or others under the Vendor's Contract.

- 2) Upon execution of a contract with the Township, the vendor shall provide at its own cost and expense proof of the following insurance to the Township:
 - a. Workers' Compensation - Statutory - in compliance with the Compensation Law of the State of New Jersey
 - b. General Liability - With a minimum combined single limit of liability per occurrence for bodily injury and property damage of one million (\$1,000,000) dollars with a minimum annual aggregate of two million (\$2,000,000) dollars. The Township of Mullica shall be listed as an "additional insured".
 - c. Automobile Liability Insurance - With a minimum combined single limit of liability per accident of one million (\$1,000,000) dollars for bodily injury and property damage. This insurance must include coverage for owned, hired, and non-owned automobile.
 - d. Errors and Omissions - A minimum limit of liability of one million (\$1,000,000) dollars per incident and in the annual aggregate.

Failure by the vendor to supply written evidence of the insurance coverages listed above upon execution of the contract shall result in default of the contract.

The insurance companies for the above coverages must be licensed by the State of New Jersey and acceptable to the Township. The vendor shall take no action to cancel or materially change any of the insurance required under this Agreement without the Township's prior approval. The maintenance of insurance under this section shall not relieve the vendor of any liability greater than the insurance coverage.

IX. SELECTION AND CONTRACT

The Township will select the vendor deemed most advantageous to the Township, **price and other factors considered**. The resulting contract will include this RFQ, any clarifications or addenda thereto, the selected vendor's proposal, and any changes negotiated by the parties.

X. SUPPLEMENTAL INFORMATION

- 1) **Americans with Disabilities Act of 1990: Discrimination on the basis of disability in contracting for the purchase of goods and services is prohibited. Vendors are required to read Americans with Disabilities language and agree that the provisions of Title II of the Act are made**

a part of the contract. The contractor is obligated to comply with the Act and to hold the owner harmless: AMERICANS WITH DISABILITIES ACT OF 1990 Equal Opportunity for Individuals with Disability The contractor and the Township of Mullica, (hereafter “owner” or “Municipality”) hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner’s grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

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 the Agreement or otherwise at law.

- 2) **Mandatory Affirmative Action Certification:** No firm may be issued a contract unless it complies with the affirmative action provisions of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1 et seq: 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, affectional or sexual orientation or sex. Except with respect to affectional or sexual orientation, the contractor will take

affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The 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 for the provisions of this nondiscrimination clause.

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

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or 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.

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 time to time and the Americans with Disabilities Act.

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

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

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all 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 contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance and EEO as may be requested by the office 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.**

Township of Mullica
PO Box 317
Elwood, New Jersey 08217

**Ordinance 9-2011 Vendor Certification and Disclosure of Political
Contributions
Effective August 9, 2011**

All Bidders (Vendors) shall complete this Certification and Disclosure form and submit it, together with their proposal, to the Township of Mullica. Proposals that do not include this form will be disqualified without evaluation.

VENDOR: _____

This certification is submitted to the Township of Mullica (hereinafter "the Township") in order to induce the Township to accept the Vendor's proposal, with knowledge that the Township is relying on the truth of statements contained herein.

For the purpose of this Certification:

"Professional Business Entity" or "Vendor" - mean an individual seeking a public contract, including the individual's spouse, if any, and any child living at home; person; firm; corporation; professional corporation; partnership; organization; or association. The definition includes all principals who own 10% or more of the equity in the corporation of business trust, partners, and officers (in the aggregate) employed by the entity of vendor, as well as any subsidiaries directly controlled by the business entity or vendor.

"Contribution" - means either of the following:

1. A contribution of money, or pledge of a contribution, including in-kind contributions, reportable by an individual of over \$300 each for any purpose to any candidate for Township Committee, or \$300 to the Township of Mullica party, or \$500 to the Atlantic County party committee or to any continuing political committee (CPC) referenced in Ordinance 9-2011, adopted by the Township of Mullica Committee on August 9, 2011.
2. A contribution of money, or pledge of a contribution, including in-kind contributions, by any group of individuals meeting the definition of "Professional Business Entity" or "Vendor" outlined above, including such principals, partners, and officers of the entity of vendor in the aggregate, may not annually contribute for any purpose in excess of \$2,500 to all Township of Mullica candidates and officeholders with ultimate responsibility for the award of the contract, and all Township of Mullica or Atlantic County political parties and CPCs referenced in Ordinance 9-2011 combined.

I hereby certify as follows:

Subject to the provisions of Section 2 of Ordinance 9-2011:

1. The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the Vendor listed above has not solicited or made any reportable contributions of money, pledge of contributions, including in-kind contributions, company or organization contributions, as set for below that would bar the award of a contract to the Vendor, pursuant to the terms of Ordinance 9-2011.

2. Within one calendar year immediately preceding the date of the contract or agreement, the Business Entity has not solicited or made any contributions in excess of the thresholds specified in Ordinance 9-2011, Section 2 subsection c to:
 - a. Any Municipal candidate or holder of public office having ultimate responsibility for the award of a contract;
 - b. Any Township of Mullica or Atlantic County party committee;
 - c. Any continuing political committee (CPC) that regularly engages in the support of municipal or county elections and/or municipal or county parties.

3. The Professional Business Entity or Vendor shall have a continuing duty to report any violations of Ordinance 9-2011 that may occur during the negotiation, proposal process or duration of a contract.

Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the Vendor will be liable for any penalty permitted under law.

Name of Professional Business Entity/Vendor: _____

Signature of Affiant: _____

Printed Name of Affiant: _____

Title: _____ Date: _____

Subscribed and sworn before me the ____ day of _____ _____, 2____.	_____ (Witness or attested by)
My Commission expires:	_____ (Seal)