



REQUEST FOR PROPOSALS

**LUMBERTON TOWNSHIP CONSULTING SERVICES
LUMBERTON TOWNSHIP POLICE DEPARTMENT
RULES AND REGULATIONS UPDATE &
ACCREDITATION BY N.J. STATE ASSOCIATION OF
CHIEFS OF POLICE**

ADVERTISEMENT DATE:
June 13, 2018

PROPOSAL SUBMISSION DATE:
June 26, 2018

Township of Lumberton

Consultant for Police Department

OBJECTIVE:

The **Township of Lumberton** is seeking a consultant to work with the **Lumberton Township Police Department and the Lumberton Township Committee** for purposes of developing updated policies and procedures for the **Township's** Police Department. The consultant's services will include a complete rewrite/revision of the existing **Lumberton Township Police Department's Rules and Regulations**, policies, procedures, rules and regulations to ensure compliance with all federal and state laws and regulations, in addition to New Jersey State Chiefs of Police standards, and other related services as required by the **Lumberton Township Police Department** resulting in accreditation by the New Jersey State Association of Chiefs of Police.

The Township of Lumberton is soliciting proposals through a Request For Proposal (RFP) process in accordance with N.J.S.A. 19:40A-11 et seq. All proposals shall be submitted to Brandon Umba, Township Administrator, Township of Lumberton, 35 Municipal Building, Lumberton, New Jersey, 08048 on or before **10:00 A.M. on June 26, 2018.** All proposals shall be contained in a sealed envelope clearly marked **“CONSULTING SERVICES LUMBERTON TOWNSHIP POLICE DEPARTMENT.”**

Proposers must provide adequate documentation in their response to this RFP that clearly confirms that the following minimum requirements are satisfied:

- Must be staffed by experienced and credentialed law enforcement professionals, who, in total, have an established and verifiable record of success in helping enforcement agencies in New Jersey in providing similar services, please provide references including the contact names, titles, address and phone numbers. Preference will be given to submissions that demonstrate accreditation with at least ten (10) New Jersey law enforcement agencies;
- Must be staffed by experienced and credentialed assessors, who, in total have an established and verifiable record of performing official on-site assessments for law enforcement agencies, please provide references including the contact names, titles, address and phone numbers, Preference will be given to submissions that demonstrate on-site assessments with at least ten (10) New Jersey law enforcement agencies;
- Must be able to start immediately, work under pressure and meet short deadlines;
- Ability to provide necessary training in new policies and procedures to the **Lumberton Township Police Department** personnel;
- Responsible for drafting new procedures for the **Lumberton Township Police Department**. In addition, update **Rules and Regulations** to support new **Rules and Regulations** for the Police Department that meet New Jersey State Chief of Police Accreditation Standards and apply and receive accreditation.
- Ability to work with and provide the **Lumberton Township Police** Records Management System with the necessary documentation (**Rules and Regulations, Policies, etc.**) in a compatible electronic format; and
- Attend any meetings that may be required by the **Lumberton Township Committee.**

MINIMUM FILING REQUIREMENT:

Interested parties wishing to provide a proposal in response to this solicitation shall provide the following minimum information in its proposal, which proposal must be submitted at the location and within the time constraint set forth on page 1 of this document. Failure to submit the following documents is a mandatory cause for the proposal to be rejected.

- An executive summary of not more than two (2) pages, identifying and substantiating why the consultant is best qualified to provide the requested services. Proposals should be prepared simply and economically, providing a straight forward concise description of the individuals/ firms capabilities to satisfy the requirements of the request. Special bindings, colored displays, promoting materials, etc., are not desired. Emphasis should be on completeness and clarity of content.
- A description of services that will be provided along with a proposed outline of tasks, products and projects schedule, including the number of hours required to complete each task or product.
- In its proposal, the consultant 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**.
- A staffing plan listing those persons who will be assigned to the engagement if the consultant 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. This information should be, at a minimum, a description of the person's relevant professional experience, years and type of experience and number of years with the consultant. The consultant must fully describe the use of out-side resources vs. in-house resources in accomplishing this work effort.
- The full name of the proposer, the principal place of business and, if different, the place where the services will be provided.
- Name of the key contact person.
- A description of the business organization, (i.e., sole proprietorship, corporation, partnership, joint venture, etc.), its ownership and organizational structure.
- The number of years the organization has been in business under the present name, and the number of years the business organization has been under the current management.
- A statement that neither the firm nor any individuals assigned to this project have ever been prohibited from working with public entities in the State of New Jersey.
- A description of any particular area(s) of expertise the proposer or proposer's staff may have that has not been included in the responses provided above.
- A proposed budget based on the above outline of tasks, products and schedules for the full term of the agreement. Proposers shall submit a cost proposal which would include any proposed retainer, the services to be provided for the retainer, 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). By submission of a qualification statement, proposer acknowledges and agrees to adhere to the fee schedule to be set by the entities at the time of awarding any contract for the subject services.

- A list and description of all professional liability claims, if any, brought against the applicant during the past five (5) years.
- Confirmation of any appropriate federal and state licenses to perform activities.
- 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 1/1/2018.
- A list of professional references with addresses and telephone contact numbers.
- 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 Lumberton Township.
- Any known potential conflicts of interest that may result in the individual/firm becoming disqualified from working for Lumberton Township for any reason.
- Completion of attached Affirmative Action information.
- Americans with Disabilities Act form.
- A copy of your business New Jersey Business Registration Certificate.
- A signed acknowledgement of Lumberton Township’s invoice submittal policy.

All submissions shall be kept on file during the term of the related contract and shall be public records after the deadline for the submissions of the proposals. Vendors shall clearly mark any page or section of its proposal that it deems confidential or a business trade secret as “confidential.” Do not mark hourly rates and total costs as confidential. In the event of a request for public records pursuant to the New Jersey Open Public Records Act or Common Law right of access, the vendor shall be notified of said request and have the opportunity to remove the confidential label. If the Township determines to accept the confidential label as a legitimate exception to disclosure, the vendor shall indemnify and hold the Township and its agents harmless from any costs of litigation, including prevailing party attorney fees, should the Government Records Council or a court of competent jurisdiction determine that the documents confidential should have been released.

In the event that compliance with part or all the requirements of the specification is impracticable as regards a particular contract or agreement, the Township Committee may waive part or all of the requirements by a majority vote of the full committee in the appointing resolution, setting forth with specificity the reasons such waiver is required. The governing body will not consider proposals from individuals/firms without municipal governmental experience.

Any questions concerning the information contained in this Request for Proposals must be addressed to the **Township Administrator, Brandon Umba at extension 130, or by email at bumba@lumbertontwp.com.**

Thank you for your interest in Lumberton Township.

**TOWNSHIP OF LUMBERTON
ORDINANCE 2004-19**

**AN ORDINANCE TO AMEND CHAPTER 10A OF THE
CODE OF THE TOWNSHIP OF LUMBERTON
ENTITLED, “DISBURSEMENT OF MONIES; PAYMENT OF CLAIMS”**

BE IT ORDAINED AND ENACTED by the Township Committee of the Township of Lumberton, County of Burlington, State of New Jersey as follows:

ARTICLE I. AMENDED SECTION. Section 10A-1 of the Code of the Township of Lumberton, entitled, “Presentation of Claim for Approval, Exception” is hereby amended by re-lettering the current subparagraph B entitled, “Exception” as Paragraph C; and by inserting the following new Paragraph B:

“B. TIME FOR SUBMISSION OF CLAIMS/VOUCHERS.

1. **Professionals and Vendors.** All Professionals and Vendors shall submit vouchers for services rendered in such fashion that the last date reflected in the voucher, for the rendering of a service or services to the Township, shall have been performed within sixty (60) days of the date of submission of the claim. For example, a professional or vendor who performs services on a regular basis, shall submit a bill for services rendered for the month of January, e.g., by no later than April 1 of the same calendar year. Professionals and vendors whose bills are being charged against escrow accounts shall make every effort to submit their bills in an even more timely fashion. Failure to submit bills within sixty (60) days of the date of rendering services, unless otherwise agreed upon by the Township Committee, may result in non-payment, or substantially delayed payment.

ARTICLE II. Repealer, Severability and Effective Date.

- A. Repealer. Any and all Ordinances inconsistent with the terms of this Ordinance are hereby repealed to the extent of any such inconsistencies.
- B. Severability. In the event that any clause, section, paragraph or sentence of this Ordinance is deemed to be invalid or unenforceable for any reason, then the Township Committee hereby declares its intent that the balance of the Ordinance not affected by said invalidity shall remain in full force and effect to the extent that it allows the Township to meet the goals of the Ordinance.
- C. Effective Date. This Ordinance shall take effect upon proper passage in accordance with the law.

**AMERICANS WITH DISABILITIES ACT OF 1990
EQUAL OPPORTUNITY FOR INDIVIDUALS WITH DISABILITY**

The CONTRACTOR and the Township of Lumberton (herein referred to as the Township) do hereby agree that the provisions of Title 11 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 thereunto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the TOWNSHIP pursuant to this contract, the CONTRACTOR agrees that the performance shall be in strict compliance with the Act. In the event 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 TOWNSHIP in any action or administrative proceeding commenced pursuant to this Act.

The CONTRACTOR shall indemnify, protect, and save harmless the TOWNSHIP, 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 TOWNSHIP'S grievance procedure, the CONTRACTOR agrees to abide by any decision of the TOWNSHIP, which is rendered pursuant to, said grievance procedure. If any action or administrative proceeding results in an award of damages against the TOWNSHIP or if the TOWNSHIP 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 TOWNSHIP 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 TOWNSHIP or any of its agents, servants, and employees, the TOWNSHIP shall expeditiously forward or have forwarded to the CONTRACTOR every demand, complaint, notice, summons, pleading, or other process received by the TOWNSHIP or its representatives. It is expressly agreed and understood that any approval by the TOWNSHIP 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 TOWNSHIP pursuant to this paragraph. It is further agreed and understood that the TOWNSHIP 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 TOWNSHIP from taking any other actions available to it under any other provisions of this Agreement or otherwise at law.

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq.
GOODS, PROFESSIONAL SERVICES 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, 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 forth provisions of this non-discrimination 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 attempt in good faith to employ minority and female 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, race, 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 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, race, 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 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 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**.

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY NOTICE
(N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq.)
GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS

This form is a summary of the successful professional service entity's requirement to comply with the requirements of **N.J.S.A. 10:5-31 et seq.** and **N.J.A.C. 17:27 et seq.** The successful professional service entity shall submit to the Township of Lumberton, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

(a) A photocopy of a valid letter that the vendor 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. 17:27-1.1 et seq.;

OR

(c) A photocopy of an Employee Information Report (Form AA302) provided by the Division of Contract Compliance and distributed to the Borough of Englishtown to be completed by the vendor in accordance with N.J.A.C. 17:27-1.1 et seq.

The undersigned professional service entity certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq. and agrees to furnish the required forms of evidence.

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

COMPANY: _____

SIGNATURE: _____

PRINT NAME: _____

TITLE: _____ DATE: _____