

REQUESTS FOR QUALIFICATIONS FOR PROFESSIONAL SERVICES AND OTHER BID EXEMPT SERVICES

Through the adoption of Ordinance 019-2006, the Township has established a procedure for competitive negotiation for all professional service contracts to be awarded by the governing body. Please be advised that contracts will be awarded on the basis of qualification based competitive negotiation. Although the cost of services will be a factor in the decision making process, the qualifications of the firm will have substantial weight in the process as well. Pursuant to the provisions of the new ordinance, this letter shall serve as a "Request for Qualifications" to all interested persons. The governing body intends to award contracts for the services enumerated on the attached "Schedule A" during the Regular Meeting of the Township of Lumberton Committee scheduled to be held on March 14, 2019 and will expire on December 31, 2019. All Proposals must be submitted to the Office of the Township Clerk, 35 Municipal Drive, Lumberton, NJ 08048 **no later than Thursday, March 7, 2019 at 2:00 pm**. Please include one paper copy and one electronic copy of the proposal. The Township reserves the right to reject any proposals not received by that date. **All proposals must include the following minimum information including initialed attachment pages 1 through 4 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 Lumberton Township and/or experience with other municipalities.
- A statement concerning the ability of the firm/individual to perform tasks assigned by the township in a timely fashion.
- Professional licenses held by the individual(s) to be assigned.
- Educational background and experience of the individual(s) to be 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 3/1/2019.
- 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 Registration Certificate.
- A signed acknowledgement of Lumberton Township's invoice submittal policy.

Pursuant to the provisions in the Ordinance, notice is hereby given as follows:

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. In the event that compliance with part or all the requirements of the ordinance 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, bumba@lumbertontwp.com**. Thank you for your interest in Lumberton Township.

“SCHEDULE A”

Current List of Proposals:

- **Labor Attorney**
- **Bond Counsel**
- **Conflict & Special Litigation Counsel**
- **Land Development Board Attorney**

TOWNSHIP OF LUMBERTON

ORDINANCE 019-2006

AN ORDINANCE OF THE TOWNSHIP OF LUMBERTON AMENDING AND SUPPLEMENTING THE TOWNSHIP CODE OF THE TOWNSHIP OF LUMBERTON AS TO AMEND CHAPTER 54 REQUIRING COMPETITIVE NEGOTIATION FOR PROFESSIONAL SERVICE CONTRACTS AND CERTAIN CONTRACTS OVER \$17,500.00

WHEREAS, the Township of Lumberton adopted Chapter 54 of the Township Code of the Township of Lumberton so as provide for the establishment of purchasing procedures for the acquisition of goods and services; and

WHEREAS, pursuant to Chapter 54 of the Township Code, the township has developed and maintains a purchase procedure manual which Chapter 54 incorporates by reference; and

WHEREAS, certain legislation known as the New Jersey Pay to Play Law, which became effective **January 1, 2006**, provides, in part, that all municipal contracts in excess of \$17,500 that are not awarded as a result of a “fair and open process” are subject to certain restrictions as provided for by N.J.S.A. 19:44A-20.4 et seq.; and

WHEREAS, the Township desires to expand and modify the competitive negotiation process previously developed by the township for professional services contracts and to establish a “fair and open process” to be followed for contracts in excess \$17,500 as defined under N.J.S.A. 19:44A-20.4 which are not otherwise subject to bid;

THEREFORE, BE IT ORDAINED, by the governing body of the Township of Lumberton, County of Burlington, State of New Jersey, as follows:

SECTION 1. The Township Code of the Township of Lumberton is hereby amended and supplemented so as to amend **Chapter 54** by **adding the following provisions** that shall read as follows:

§ 54-4. Fair and Open Process for the Award of Certain Contracts Established.

The provisions of § 54-4 through § 54-6 of this Chapter shall govern the award of all professional services contracts to which said sections and the provisions of N.J.S.A. § 19:44A-20.4 et seq. apply. In the event of a conflict between these provisions and any other purchasing procedures established by the Township, these provisions shall control.

§ 54-5 Definitions

PROFESSIONAL SERVICES- for purposes of this ordinance means, as defined by N.J.S.A. §40A:11-2(6), services rendered or performed by a person authorized by law to practice a recognized profession, whose practice is regulated by law, and the performance of which services requires knowledge of an advanced type in field of learning acquired by a prolonged formal course of specialized instruction and study as distinguished from general academic instruction or apprenticeship and training. For purposes of this ordinance, however, professional services shall not include professional artistic services as defined at N.J.S.A. § 40A:11-2(6). Professional services shall include financial services or insurance services.

TITLE 19 CONTRACTS- means a contract or agreement, between the Township of Lumberton and a business entity as defined within N.J.S.A. 19:44D-20.7, which has an anticipated value in excess of \$17,500 as determined in advance and certified in writing by the Township Purchasing Agent, including but not limited to, professional services contract, extraordinary unspecifiable contracts, other contracts exempt from bidding (value in excess of \$17, 500 but less than Township’s bid threshold), and cooperative purchasing. Contracts awarded by competitive contracting pursuant to N.J.S.A 40A:11-4.1 *et seq.* and contracts which must be publicly bid under the Local Public Contracts Law are not included in the definition of Title 19 Contracts for purposes of this ordinance.

PUBLIC EXIGENCY- means as determined by the State Treasurer as applied to the award of Title 19 Contracts, and as determined by the governing body as applied to professional service contracts with value of \$17,500 or less.

§ 54-6 General Provisions

A. The municipality shall award all Title 19 contracts and all contracts for the provision of professional services on the basis of qualification based, competitive negotiation.

B. Professional Service contract and Title 19 contract requests for proposals shall be published by the posting of a public notice at least 10 days prior to the awarding of any Title 19 contract or contract for professional services.

C. The public notice shall be:

1. Prominently posted in the public place reserved for Sunshine Law notices;
2. Mailed, telephoned, telegraphed, faxed or hand delivered to at least two newspapers designated to receive such notices because they have the greatest likelihood of informing the public within the municipality, one of which shall be the official newspaper of the municipality, or on the Internet website maintained by Lumberton Township; and
3. Filed with the clerk of the municipality

D. The public notice shall, at minimum, include:

1. A description of the services or goods needed, including, where appropriate, a description of tasks involved.
2. Threshold qualification requirements setting the highest possible, minimum standards for qualifying to complete for the particular services, tasks and/or goods involved.
3. Notice that standardized submission requirements and selection criteria are on file and available at a stated location in the township.
4. Deadline and place for all submissions, and the manner by which the contract shall be publicly opened and announced when awarded.

E. Standardized submission requirements shall include:

1. Names and roles of the individuals who will perform the task and a description of their experience with projects similar to the matter being advertised.
2. References and record of success
3. Description of ability to provide the services in a timely fashion (including staffing, familiarity and location of key staff).
4. Cost details, including the hourly rates of each of the individuals who will perform services and time estimates for each individual, all expenses, and, where appropriate, total cost of “not to exceed” amount.

F. The selection criteria to be used in awarding a Title 19 contract or a contract or agreement for professional services shall include:

1. Full name and business address.
2. Qualifications of the individuals who will perform the tasks and the amounts of their respective participation (professional services contracts only).
3. Any professional or business licenses held by the applicant in the State of New Jersey, or any other State, including a "Certificate of Good Standing," or other documents evidencing that the license is not presently suspended or revoked.
4. The number of licensed professionals employed by, or associated with, the applicant.
5. A listing of all degrees (college and/or graduate degrees) held by the applicant and any associated professionals in the business entity (professional service contracts only)
6. A listing of all public entities for who the business entity has had a contractual relationship, either currently or previously, including the dates of service and the held.
7. A listing of any professional affiliations or membership in any professional societies or organizations, including any offices or honors held (professional services contracts only).
8. Experience and references
9. Ability to perform the task in a timely fashion (professional service contracts shall including staffing and familiarity with subject matter.)
10. Cost consideration- including, but not limited to, historical costs for similar professional services, expertise involved and comparable costs for comparable public entities.

G. 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 or proposals and award of the contract.

H. Exceptions

1. If public exigency requires the immediate delivery of goods or performance of emergency services, the Township Council may waive part or all of the requirements by a majority vote of the full council in the appointing resolution, setting forth with specificity the reasons such waiver is required.
2. If requests for proposals have been advertised pursuant to this Article and (a) no responses have been received or (b) less responses were received than the number of positions needed or (c) responses received did not meet the minimum specifications or were otherwise non-responsive, the governing body may negotiate with any qualified business entity and may award a contract upon adoption of a resolution by a two-thirds affirmative vote of the authorized membership of the governing body. The terms, conditions, restrictions and specifications set forth in the negotiated contract may not be substantially different from those which were the subject of request for proposals.

SECTION 2. All ordinances or parts of ordinances inconsistent herewith are hereby repealed.

SECTION 3. If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held to be invalid or unconstitutional by a court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions hereof.

SECTION 4. This ordinance shall take effect after second reading and publication as required by law.

SECTION 5. This ordinance shall be forwarded to the Secretary of State in accordance with P.L. 2005, c.271.

**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: _____