TOWNSHIP OF MANSFIELD

Warren County, New Jersey

REQUEST FOR PROPOSALS
FOR
LAND USE BOARD PLANNER

2018 PROFESSIONAL SERVICES

Proposal Opening Date – THURSDAY, DECEMBER 14, 2017

Time – 11:00AM

PUBLIC NOTICE
TOWNSHIP OF MANSFIELD
NOTICE OF SOLICITATION OF PROPOSALS FOR PROFESSIONAL SERVICES

PLEASE TAKE NOTICE that the TOWNSHIP OF MANSFIELD is accepting proposals for the provisions of the following professional services to the TOWNSHIP OF MANSFIELD during year 2018:

LAND USE BOARD PLANNER

A copy of the proposal document may be obtained at the office of the Township Clerk, 100 Port Murray Road, Port Murray, NJ 07865. All proposals shall be submitted to JoAnn Griffith, Board Secretary, 100 Port Murray Road, Port Murray, NJ 07865 by Thursday, December 14, 2017 at 11:00AM.

Proposals are being solicited to by the non-fair and open process in accordance with N.J.S.A. 19:44A-20.4 et. seq.

Questions regarding submission of paperwork can be directed to JoAnn Griffith at planzone@mansfieldtownship-nj.gov or 908-689-6151 ext. 111.

CHECK LIST OF REQUIRED DOCUMENTS

The following items are required submissions in this proposal package:

		Initials
Affirmative Action Requirements	✓	
Americans With Disabilities Act	✓	
Applicant and Sub-Applicant Business Registration Certificate	✓	
Political Contribution Disclosure	✓	
Stockholder Disclosure Certification	✓	
Business Entity Disclosure Certification	✓	
Qualification Proposal Form	✓	
Acknowledgement of Addenda (as applicable)	✓	
Affidavit of Non-Collusion	✓	
TOWNSHIP OF MANSFIELD Dispute Resolution Acknowledgement	✓	
Certificate of Insurance	✓	
Checklist of Required Documents, signed below	✓	
IRAN Disclosure	✓	

EACH REQUIRED ITEM MUST BE INITIALED ON THIS FORM IN THE SPACE PROVIDED. *THIS CHECKLIST MUST BE SIGNED AND SUBMITTED WITH THE PROPOSAL PACKAGE.*

_____ _____

COMPANY / APPLICANT'S NAME AUTHORIZED SIGNATURE

_____ _____

DATE NAME (PRINT) TITLE

PROPOSAL

2018 PROFESSIONAL SERVICES WITHIN THE TOWNSHIP

Date: _____

Company Name: _____

Address: _____

_____

*****Please check the box next to the professional service(s) that you are submitting a proposal for*****

_____ Land Use Board Planner

PROPOSAL (Continued)

2018 PROFESSIONAL SERVICES WITHIN THE TOWNSHIP

The undersigned declares that he/she has carefully examined and fully understands the Information for Applicants, Specifications and other documents herein referred to and agrees to furnish and deliver all materials and to perform all work in accordance with the contract documents for the 2018 Professional Services within the Township.

Applicant's Name

Authorized Signature

Print Name

Title

Telephone

Fax

E-Mail Address

Witness or Attest:

Signature

Print Name
(If Corporation, affix Corporate Seal)

GENERAL INFORMATION FOR APPLICANTS

I. SUBMISSION OF QUALIFICATIONS

A. TOWNSHIP OF MANSFIELD, Warren County, New Jersey (hereinafter referred to as "Township") invites sealed proposals pursuant to the Notice to Applicants.

B. Sealed proposals will be received by the designated representative at the time and place stated in the Notice to Applicants, and at such time and place will be publicly opened and read aloud.

C. The proposal form shall be submitted, in a sealed envelope: (1) addressed to the Township, (2) bearing the name and address of the applicant written on the face of the envelope, and (3) clearly marked "PROPOSAL" with the contract title and/or proposal # being clearly listed.

D. It is the applicant's responsibility to see that proposals are presented to the Township on the hour and at the place designated. Proposals may be hand delivered or mailed; however, the Township disclaims any responsibility for proposals forwarded by regular or overnight mail. If the proposal is sent by overnight mail, the designation in section C, above, must also appear on the outside of the delivery company envelope. Proposals received after the designated time and date will be returned unopened.

E. Sealed proposals forwarded to the Township before the time of opening of proposals may be withdrawn upon written application of the applicant who shall be required to produce evidence showing that the individual is or represents the principal or principals involved in the proposal. Once proposals have been opened, they must remain firm for a period of sixty (60) calendar days.

F. All prices and amounts must be written in ink or preferably typewritten. Proposals containing any conditions, omissions, unexplained erasures or alterations, items not called for in the proposal form, attachment of additive information not required by the specifications, or the Township may reject irregularities of any kind. Any changes, whiteouts, strikeouts, etc. on the proposal page must be initialed in ink by the person responsible for signing the proposal.

G. Each proposal proposal form must give the full business address of the applicant and be signed by an authorized representative. Proposals by partnerships must furnish the full name of all partners and must be signed in the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing. Proposals by corporations must be signed in the legal name of the corporation, followed by the name of the State in which incorporated and must contain the signature and designation of the president, secretary or other person authorized to bind the corporation in the matter. When requested, satisfactory evidence of the authority of the officer signing shall be furnished.

II. INTERPRETATION AND ADDENDA

A. The applicant understands and agrees that its proposal is submitted on the basis of the requirements prepared by the Township. The applicant accepts the obligation to become familiar with these requirements.

B. Applicants are expected to examine the requirements with care and observe all their requirements. Ambiguities, errors or omissions noted by applicants should be promptly reported in writing to the appropriate official. In the event the applicant fails to notify the Township of such ambiguities, errors or omissions, the applicant shall be bound by the proposal.

C. No oral interpretation of the meaning of the specifications will be made to any applicant. Every request for an interpretation shall be in writing, addressed to the Township's representative stipulated in the proposal. In order to be given consideration, written requests for interpretation must be received at least five (5) days prior to the date fixed for the opening of the proposals. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications, and will be distributed to all prospective applicants, in accordance with N.J.S.A. 40A:11-23. All addenda so issued shall become part of the contract documents, and shall be acknowledged by the applicant in the proposal. The Township's interpretations or corrections thereof shall be final.

III. PREPARATION OF PROPOSALS

A. The Township is exempt from any local, state or federal sales, use or excise tax.

IV. STATUTORY AND OTHER REQUIREMENTS

A. Mandatory Affirmative Action Certification

No firm may be issued a contract unless it complies with the affirmative action regulations of N.J.S.A. 10:5-31 et seq. (P.L.1975, c.127).

1. Procurement, Professional and Service Contracts

All successful vendors must submit, within seven days after the receipt of the notice of intent to award the contract or the receipt of the contract, one of the following:

i. A photocopy of a valid letter for an approved Federal Affirmative Action Plan (good for one year from the date of the letter), or

ii. A photocopy of an approved Certificate of Employee Information Report, or

iii. If the vendor has none of the above, the public agency is required to provide the vendor with an initial Affirmative Action Employee Information Report (AA-302).

2. Construction Contracts

All successful contractors must submit within three days of the signing of the contract an Initial Project Manning Report (AA201- available upon request from the State's Affirmative Action Office) for any contract award that meets or exceeds the bid threshold.

B. Americans with Disabilities Act of 1990

Discrimination on the basis of disability in contracting for the purchase of proposals and services is prohibited. The successful applicant is required to read Americans with Disabilities language that is part of this specification and agrees that the provisions of Title II of the Act are made a part of the contract. The successful applicant is obligated to comply with the Act and to hold the Township harmless.

C. Stockholder Disclosure

Chapter 33 of the Public Laws of 1977 provides that no corporation or partnership shall be awarded any contract for the performance of any work or the furnishing of any materials or supplies, unless, prior to the receipt of the

proposal or accompanying the proposal of said corporation or partnership, there is submitted a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own ten percent or more of its stock of any class, or of all individual partners in the partnership who own a ten percent or greater interest therein. Form of Statement shall be completed and attached to the proposal proposal.

D. Non-Collusion Affidavit

The Non-Collusion Affidavit, which is part of these specifications, shall be properly executed and submitted with the proposal proposal.

E. New Jersey Business Registration Requirements

Non-Construction Contracts – The Contractor shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the contractor.

Before final payment on the contract is made by the contracting agency, the Contractor shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

For the term of the contract, the contractor and each of its affiliates and a subcontractor and each of its affiliates (N.J.S.A. 52:32-44 (g) (3)) shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to Section 1 of P.L. 2001, c134 (C.52:32-44 et al) or subsection e. or f. of section 92 of P.L. 1977, c.110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of $25 for each day of violation, not to exceed $50,000 for each business registration copy not properly provided under a contract with a contracting agency.

V. METHODS OF AWARD

A. All contracts shall be for no more than 12 consecutive months.

B. The Township may award the work based on the terms stated in the General Requirements listed below.

C. The successful applicant will not assign any interest in this contract and shall not transfer any interest in the same without the prior written consent of the Township.

E. This contract will be awarded pursuant to a non-fair and open process as prescribed in NJSA 19:44A-20.4 (P.L. 2005, c. 51).

VI. TERMINATION OF CONTRACT

A. If, through any cause, the successful applicant shall fail to fulfill in a timely and proper manner obligations under this contract or if the contractor shall violate any of the requirements of this contract, the Township shall thereupon have the right to terminate this contract by giving written notice to the contractor of such termination and specifying the effective date of termination. Such termination shall relieve the Township of any obligation for balances to the contractor of any sum or sums set forth in the contract.

B. Notwithstanding the above, the contractor shall not be relieved of liability to the Township for damages sustained by the Township by virtue of any breach of the contract by the contractor and the Township may withhold any payments to the contractor for the purpose of compensation until such time as the exact amount of the damage due the Township from the contractor is determined.

C. The contractor agrees to indemnify and hold the Township harmless from any liability to subcontractors/suppliers concerning payment for work performed or goods supplied arising out of the lawful termination of the contract by the Township under this provision.

D. In case of default by the successful applicant, the Township may procure the articles or services from other sources and hold the successful applicant responsible for any excess cost occasioned thereby.

VII. INSURANCE AND INDEMNIFICATION

A. Insurance Requirements

Professional Liability Insurance shall be maintained in force during the life of this contract by the bidder for professional liability coverage applicable to services being rendered with limits of $1,000,000/$1,000,000.

B. Certificates of the Required Insurance

Certificates as listed above shall be submitted along with the contract as evidence covering Professional Liability Insurance. Such coverage shall be with acceptable insurance companies operating on an admitted basis in the State of New Jersey and shall name the Township as an additional insured.

C. Indemnification

Successful bidder will indemnify and hold harmless the Township from all claims, suits or actions and damages or costs of every name and description to which the Township may be subjected or put by reason of injury to the person or property of another, or the property of the Township, resulting from negligent acts or omissions on the part of the bidder, the bidder's agents, servants or subcontractors in the delivery of materials and supplies, or in the performance of the work under this agreement.

GENERAL REQUIREMENTS

1. The TOWNSHIP OF MANSFIELD is soliciting proposals for the provision of professional services to the TOWNSHIP OF MANSFIELD beginning in January, 2018. Proposals will be accepted for the specific professional services set forth in the Public Notice, a copy of which is attached hereto.

2. All proposals shall be submitted to JoAnn Griffith, Board Secretary, 100 Port Murray Road, Port Murray, NJ 07865 no later than Thursday, December 14, 2017 at 11:00AM.

3. All proposals shall include, at a minimum: the name, address and all contact information of the person or firm making the proposal; a statement of qualifications, including all applicable professional licenses held; a statement of experience in rendering such professional services to public entities; and a proposal for compensation or a schedule of fees to be charged for such professional services.

4. All proposals will be evaluated by the Township Committee of the TOWNSHIP OF MANSFIELD.

5. Proposals will be evaluated by the Township Committee of the TOWNSHIP OF MANSFIELD and its agencies on the basis of the proposals deemed to be most advantageous, price and other factors considered. The evaluation will consider:

   a. Experience and reputation in the field;

   b. Knowledge and experience with municipal government practice;

   c. Knowledge of the TOWNSHIP OF MANSFIELD and the subject matter to be addressed under the contract;

   d. Availability to accommodate any required meetings of the agency;

   e. Support staff availability;

   f. Compensation proposal;

      - The preferred rate structure will include a cost per case.

   g. Earliest availability to provide services: should be no earlier than January 1, 2018

   h. Other factors, if determined to be in the best interest of the TOWNSHIP OF MANSFIELD and its agencies.

6. A general description of the professional services required by the TOWNSHIP OF MANSFIELD and its Boards and agencies is as follows:

Municipal Land Use Planner: Must be licensed by the New Jersey State Board of Professional Planners for at least 15 years and served as a municipal planner for at least ten (10) years. The planner must be thoroughly familiar with the Municipal Land Use Law and Fair Housing Act and must have experience preparing Master Plans, and Zoning and Land Use ordinances. The firm and/or planner must have sufficient support staff to provide all services required by the Township of Mansfield including, but not limited to, the preparation of all plans and documents necessary and incidental to the performance of the planner's duties and responsibilities.

FORMS REQUIRING SIGNATURES

AFFIDAVIT OF NON-COLLUSION

The undersigned, being duly sworn according to law, deposes and says:

1. I reside at _____

   _____

2. The name of the within applicant is _____

   _____

3. I executed the said proposal on behalf of the applicant with full authority to do so.

4. The applicant has not directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive proposal in connection with the contract.

5. All statements contained in the Qualification Statement and Proposal and in this Affidavit are true and correct and were made with the full knowledge that the TOWNSHIP OF MANSFIELD, County of Warren, its officers and employees, relies upon the truth of the statements therein made in awarding the above-named contract.

6. I further warrant that no person or selling agency has been employed or retained to solicit or service such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bonafide employees of or bonafide established commercial selling agencies maintained by the applicant.

Sworn and subscribed to
before me on this day of

_____, 2017

_____
Signature of Applicant

_____
Print Name

_____
Signature of Notary

_____
Print Name

AFFIRMATIVE ACTION CERTIFICATION

P.L. 1975, C. 127 (N.J.A.C. 17:27)

If awarded a contract, all procurement and service contractors will be required to comply with the requirements of P.L.1975, C.127, (N.J.A.C. 17:27). Within seven (7) days after receipt of the notification of intent to award the contract or receipt of the contract, whichever is sooner, the contractor should present one of the following to the Purchasing Agent:

1. A photocopy of a valid letter from the U.S. Department of Labor that the contractor has an existing federally-approved or sanctioned Affirmative Action Plan (good for one year from the date of the letter).

OR

2. A photocopy of approved Certificate of Employee Information Report.

OR

3. An Affirmative Action Employee Information Report (Form AA302)

OR

4. All successful construction contractors must submit within three days of the signing of the contract an Initial Project Workforce Report (AA201) for any contract award that meets or exceeds the Public Agency bid threshold (available upon request).

NO FIRM MAY BE ISSUED A CONTRACT UNLESS IT COMPLIES WITH THE AFFIRMATIVE ACTION REGULATIONS OF P.L.1975, C.127.

The following questions must be answered by all applicants:

1. Do you have a federally-approved or sanctioned Affirmative Action Program?
   YES_____ NO_____

   If yes, please submit a copy of such approval.

2. Do you have a Certificate of Employee Information Report Approval?
   YES_____ NO_____

   If yes, please submit a copy of such certificate.

The undersigned contractor certifies that he is aware of the commitment to comply with the requirements of P.L.1975, c.127 and agrees to furnish the required documentation pursuant to the law.

Note: A contractor's proposal must be rejected as non-responsive if a contractor fails to comply with requirements of P.L. 1975, c.127, within the time frame.

Applicant's Name _____ Title _____

Authorized Signature _____ Telephone _____

Print Name _____

November 21, 2017

EXHIBIT A
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
Goods, Professional Services and General Service Contracts
(Mandatory Affirmative Action Language)

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 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 subcontractors shall furnish such reports or other documents to the Division of Contract Compliance and 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.

ACKNOWLEDGEMENT OF RECEIPT OF CHANGES TO PROPOSAL DOCUMENTS FORM

Pursuant to N.J.S.A. 40A: 11-23.1a, the undersigned hereby acknowledges receipt of the following notices, revisions, or addenda to the proposal advertisement, specifications or proposal documents. By indicating date of receipt, applicant acknowledges the submitted proposal takes into account the provisions of the notice, revision or addendum. Note that the local unit's record of notice to applicants shall take precedence and that failure to include provisions of changes in a proposal may be subject for rejection of the proposal.

Addendum Number	How Received (mail, fax, pick-up, etc.)	Date Received

If no addenda has been issued, please write "N/A" above and complete the form below

Company/Applicant: _____

By Authorized Representative: _____

Signature: _____

Printed Name and Title: _____

Date: _____

AMERICANS WITH DISABILITIES ACT

Equal Opportunity For Individuals With Disabilities

The Contractor and the TOWNSHIP OF MANSFIELD do hereby agree that the provision of Title II of the Americans With Disabilities Act of 1990 (the "ADA") (42 U.S.C. Section 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 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 ADA. In the event that the Contractor, its agents, servants, employees or subcontractors violate or are alleged to have violated the ADA during the performance of this contract, the Contractor shall defend the Township in any action or administrative proceeding commenced pursuant to this ADA. 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 form such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the Township 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 ADA 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 by law.

COMPANY / BIDDER'S NAME	AUTHORIZED SIGNATURE
DATE	NAME (PRINT) TITLE

DISPUTE RESOLUTION

All remedies provided elsewhere in this bid package to resolve disputes, claims and protests shall be exhausted.

The Township and Contractor shall endeavor to settle all disputes by mediation. Either party may initiate the mediation process by making a written demand for mediation upon the other party and by providing the names of three acceptable mediators. Within 20 days of the date of a demand for mediation, the other party must either accept one of the mediators recommended or submit its own list of three mediators. If no mediator is mutually agreed upon within 30 days of the initial request for mediation, then the party initiating the mediation request shall make application to the Vicinage Assignment Judge for the appointment of a mediator. Each party shall be equally responsible for the mediator's fees. Any mediation shall be completed within 60 days of the date of the appointment of the mediator, unless the parties mutually agree to extend the time. Nothing herein shall be construed to prevent the Township and Contractor from mutually agreeing to utilize any other alternative dispute resolution procedure in lieu of or in addition to mediation.

In the event that mediation is unsuccessful, the parties agree to submit any dispute to binding arbitration. No later than 20 days after the conclusion of the mediation process, either party may initiate the arbitration process by making a written demand for arbitration upon the other party and by providing the names of three acceptable arbitrators. Within 20 days of the date of a demand for arbitration, the other party must either accept one of the arbitrators recommended or submit its own list of three arbitrators. If no arbitrator is mutually agreed upon within 30 days of the initial request for arbitration, then either party may make application to the Vicinage Assignment Judge for the appointment of an arbitrator. Each party shall be equally responsible for the arbitrator's fees. Any arbitration shall be completed within 90 days of the date of the appointment of the arbitrator, unless the parties mutually agree to extend the time. The arbitrator and the parties shall meet within 20 days of the arbitrator's appointment to discuss whether any discovery is necessary and the procedures to be followed for that discovery process. If the parties cannot mutually agree as to either the need for, the timing or the scope of discovery, the arbitrator shall resolve all such disputes. Any decision by the arbitrator of a factual nature shall be final in accordance with New Jersey law; any legal ruling by the arbitrator may be challenged in the Superior Court within 45 days of the arbitrator's final decision. Nothing herein shall be construed to prevent the Township and Contractor from mutually agreeing to utilize any other alternative dispute resolution procedure in lieu of the arbitration procedures described herein.

Any dispute under this Agreement or related to this Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.

Company/Bidder: _____

Signature: _____

Printed Name and Title: _____

Date: _____