



Township of Mansfield
100 Port Murray Rd – Port Murray, NJ 07865
Phone (908) 689-6151 Fax (908) 689-2840

2024 NOTICE OF REQUEST FOR PROPOSALS

The Township of Mansfield is soliciting proposals through the fair and open process in accordance with N.J.S.A. 19:44 A-20.4 et seq.

The Township of Mansfield will consider proposals only from individual or firms that have demonstrated the capability and willingness to provide high quality services in the manner described in this Request for Proposals.

Information Technology Services	Substitute Municipal Prosecutor
Substitute Municipal Public Defender	Township Conflict Attorney

ISSUE DATE: December 28, 2023
DUE DATE: January 23, 2024 @ 12:00 p.m.
OPENING OF PROPOSALS: January 23, 2024 @ 3:00 p.m.

Issued by:
Mansfield Township



Township of Mansfield
100 Port Murray Rd – Port Murray, NJ 07865
Phone (908) 689-6151 Fax (908) 689-2840

**NOTICE OF REQUEST FOR PROPOSALS
FOR THE PROVISION OF PROFESSIONAL SERVICES**

Notice is hereby given that sealed Proposals will be received by the Township of Mansfield ("Township") at 100 Port Murray Rd., Port Murray, NJ 07865 by or before January 23, 2024 at 12:00 p.m. for the following collectively identified as Professional Services:

Information Technology Services	Substitute Municipal Prosecutor
Substitute Municipal Public Defender	Township Conflict Attorney

Proposals shall be opened on Tuesday, January 23, 2023 at 3:00 p.m. Proposal Forms furnished in the Request for Proposals are to be delivered in sealed envelopes clearly marked with the Professional Service for which the Proposal is being submitted. Faxed proposals will not be accepted.

Respondents must include their name and address on the outside of the envelope. Proposals prepared on forms other than those provided in the RFP may be rejected. Proposals received after the date time set forth herein, regardless of cause of delay, will not be accepted but will be returned unopened.

The RFP, including the Proposal Forms, may be obtained from the Township Clerk's office at the Township of Mansfield at the above address during regular business hours, Monday through Friday, 8:30 a.m. through 5:00 p.m. or downloaded from the Township's website. www.mansfieldtownship-nj.gov.

The Township has structured this procurement as a fair and open process to assure that all Respondents are provided an opportunity to submit Proposals and be considered for selection based on the evaluation criteria set forth in the RFP.

Respondents are required to comply with the affirmative action and non-discrimination provision of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27

The Township reserves the right to waive any informalities or irregularities in the Proposals received and to reject any and all Proposals, pursuant to applicable law.

SECTION 1
INTRODUCTION AND GENERAL INFORMATION

1.1 Introduction and Purpose

The Township of Mansfield has issued this Request for Proposals for the Provision of Professional Services for Calendar Year 2024 to solicit Proposals for the provision of various professional services that will be required by the Township. The Township has structured this procurement as a fair and open process to assure that all Respondents are provided an opportunity to submit Proposals and considered for selection based on the evaluation criteria set in the RFP. The Township is seeking Proposals from qualified firms. The Successful Respondent must be prepared to provide the professional services commencing in January, 2024.

1.2 Submission of Proposals, Time and Place

Proposals shall be submitted to the Township on or before Tuesday, January 23, 2024 at 12:00 p.m. Proposals shall be enclosed in an opaque, sealed envelope, marked with the name and address of the Respondent, directed to:

Mansfield Township
100 Port Murray Rd.
Port Murray, NJ 07865
Attn: Township Clerk's Office

Proposals shall be marked on the outside with the Professional Services for which the Proposal is being submitted.

One (1) original (marked "Original") and one (1) copy (marked copy) of the Proposal shall be submitted by Hand Delivery, Regular, or Overnight Mail and received by the Township on or prior to the above referenced date and time. A full submission (marked 2024 RFP Professional Services") shall be emailed to Clerk@mansfieldtownship-nj.gov on or prior to the above-referenced date and time.

All proposals submitted will be date and time-recorded by the Township upon receipt but will remain unopened until the time and date established for the Proposal opening.

1.3 Procurement Process

The Professional Services being procured are exempt from bidding pursuant to N.J.S.A. 40A:11-5(1)(a)(i). The Township is proceeding with the selection of a Successful Respondent, for each listed professional services, pursuant to the fair and open process established herein.

The Proposals will be evaluated in accordance with Section hereof, which will be applied in the same to each Respondent meeting the qualifications herein. Respondents agree to, at all times, abide by all requirements of New Jersey law, as well as relevant Executive Orders and the New Jersey Election Law Enforcement Commission disclosure requirements.

1.4 Anticipated Procurement Schedule

Issuance of RFP December 28, 2023
Receipt of Proposals January 23, 2024 at 12:00 p.m.
Opening of Proposals January 23, 2024 at 3:00 p.m.

The term of the contract(s) to be awarded is one (1) year, commencing on January 1, 2024 and terminating on December 31, 2024.

Subsequent to issuance of this RFP, the Township may modify, supplement, or amend the provisions of this RFP, including the anticipated Procurement schedule.

1.5 Conditions

By responding to this RFP, the Respondent acknowledges and consent to the following conditions relative to the submission, review and consideration of its Proposal:

1. The issuance of the RFP is not intended to and shall not be construed to commit the Township to any binding agreement.
2. The Township reserves the exclusive rights set forth in Section 1.7 hereof.
3. Neither the Township, its staff, nor any of its consultants will be liable for any claims or damages resulting for the solicitation or collection of Proposals in response to the RFP, nor will there be any reimbursement to Respondents for the cost of preparing the Proposal or for participating in the RFP process.
4. By submitting a Proposal in response to the RFP, the Respondent accepts and consent to the procurement process selected (and implemented) by the Township, and the Respondent waives any and all claims to the same.
5. All Proposals submitted in response to the RFP will become property of the Township and will not be returned.
6. Reasonable efforts will be taken by the Township to keep information of a confidential or proprietary nature during and after the procurement process, as permitted by law, when such information has been previously and properly identified by the Respondent.
7. Failure of any Respondent to submit a Proposal that completely addresses the requirement of this RFP (including submittal as part of such Proposal of all documents required to be submitted under the terms of this RFP), at the times and in the manner specified in this RFP, may result in the rejection of the Proposal by the Township.
8. All documentation and information provided by the Township in connection with this RFP is believed to be accurate and correct; however, the Township makes no guarantees as to the accuracy of the information provided. Each Respondent is instructed to notify the Township if it believes that any information provided herein is not accurate and/or correct.
9. The Township is exempt from any local, state, or federal sales, use or excise tax.

1.6 **Rights of the Township**

The Township reserves, holds, and may exercise at its' sole discretion, the following rights and options with regard to the RFP and Proposal process, in all accordance with applicable law;

1. To eliminate any Respondent who submits an incomplete or inadequate Proposal or is otherwise not responsive.
2. To reject any or all Proposal(s) deemed to be non-responsive to the RFP.
3. To supplement, amend, or otherwise modify the RFP
4. To conduct investigations of any or all of the Respondents and their Proposals as the Township deems necessary or convenient, to clarify the information provided as part of the Proposal, including discussions with contact persons of prior clients or regulatory agencies, and to request additional information to support the information included in any proposal.
5. To decline to select a Successful Respondent or award a contract for any reason.
6. To abandon this procurement process at the Township's convenience at any time for any reason.
7. To select the Proposal(s) that, in the Township's sole judgement, best serve the interest of the Township.
8. To interview any or all Respondents.

1.7 **Examination of Documents, Familiarity with Services Required to be Performed**

Before submitting a Proposal, each Respondent, at its own expense, shall make or request or obtain any additional inspections, examinations, or studies and obtain any additional data and information that the Respondent deems necessary to compile its Proposal. No oral interpretation of the meaning of the specifications will be made to any Respondent. Every request for an interpretation shall be in writing, addressed to the Township's representative stipulated in the Proposal. Written requests of interpretation must be received five (5) days prior to the date fixed for the Receipt of Proposals. The Township's interpretations or corrections thereof shall be final. The failure or omission of the

Respondent to receive and examine any form, instrument, or document, or to make required inquiries, shall not relieve the Respondent from any obligations and responsibilities relating to the Professional Services.

The submission of a Proposal will constitute a conclusive and binding representation by a Respondent that such Respondent has agreed to, and complied with, every requirement of this RFP, that the procurement process chosen by the Township has been conducted and implemented in a legally permissible manner and that the Proposal documents are sufficient in scope and detail to indicate and convey the understanding of the parties as to all terms and conditions for performing and furnishing the Professional Services. Sealed proposals received by the Township prior to the date and time set forth by the Township for receipt of Proposals may be withdrawn by the Respondent upon written application of the Respondent. Once Proposals have been opened, received Proposals must remain firm for a period of sixty (60) calendar days.

1.8 **Affirmative Action- Appendix B**

The Successful Respondent shall comply with all applicable statutes and regulations pertaining to affirmative action as set forth in Appendix as mandated by N.J.S.A. 10:5-31 et seq. (P.L. 1975, c.127).

SECTION 2 INSTRUCTION FOR PREPARATION AND SUBMISSION OF PROPOSALS

2.1 **General Requirements**

The Respondent's Proposal must meet or exceed the professional and administrative qualifications set forth in Section 2 and shall incorporate the information requested below.

In addition to the information requested by this RFP, a Respondent may submit supplemental information that it feels may be useful in evaluating its Proposal. Respondents are encouraged to be clear, factual, and concise with their presentation of information.

2.2 **Administrative Information Requirements**

The Respondent shall, as part of its Proposal, provide the following information:

1. An executed letter of Qualifications (**see Appendix A**)
2. An executive summary of the information contained in all other parts of its Proposal
3. Name, address, and telephone number of the firm submitting a response to the RFP, and the name of the key contact person.
4. A statement the Respondent has complied with all applicable Affirmative Action requirements with respect to its business activities, with evidence of compliance (**Appendix B**)
5. A description of the business organization (i.e., corporation partnership, joint venture, etc.) of each firm, its ownership, and its organizational structure
6. Business Entity Disclosure Certification (**Appendix C**)
7. The name(s) of individual(s) who will be directly responsible for the performance of the work
8. Number of years of experience in the practice of municipal specialty and number of municipal clients served on an annual basis
9. Submit Sworn Statement re: Disclosure of Political Contributions
10. A copy of Respondent's New Jersey Business Registration Certificate (BRC) must be included with the Proposal.
11. Respondents shall submit a fee proposal with their Proposal, describing all fees, charges or expenses proposed for the Professional Service for which Respondent is submitting its' Proposal, including a **"Not to Exceed" Amount.**
12. Submit Non-Collusion Agreement (**Appendix D**)
13. Submit American with Disabilities Act (**Appendix E**)
14. Submit Disclosure of Investment Activities in Iran (**Appendix F**)
15. Submit Township of Mansfield Professional Appointment Certification
16. All Respondents for Professional appointments must include Proof of Professional Liability Insurance.

17. A narrative statement of the Respondent's understanding of the Township's needs and goals with respect to the Professional Services for which the Respondent is submitting a Proposal.

SECTION 3 CONTRACTUAL REQUIREMENTS

3.1 Contractual Requirements

The Successful Respondent must be prepared to execute, and deliver to the Township, a professional services agreement in form and content acceptable to the Township, in its sole discretion, within seven (7) business days of its appointment.

All contracts shall be for twelve (12) consecutive months commencing on January 1, 2024 through December 31, 2024. This contract will be awarded pursuant to a fair and open process as prescribed in N.J.S.A. 19:44 A-20.4 (P.L. 2005, c. 151)

3.2 Subcontracting/Assignment of Contract

Subcontracting and/or assignment of any portion of the Professional Services to be provided under the professional service agreement and/or terms and provisions of this RFP shall be strictly prohibited without prior written consent of the Township, in the Township's sole discretion.

3.3 Termination of Contract

If, through any cause, the successful Contractor 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.

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 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.

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.

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

SECTION 4 EVALUATION

The Township's objective in soliciting Proposals is to enable it to select an individual or firm that will provide high quality and cost-effective Professional Services to the Township. The Township will consider Proposals only from individuals or firms who, in the Township's sole judgement, will have demonstrated the capability and willingness to provide high quality Professional Services to the Township in the manner described in the RFP. Proposals will be evaluated by the Township to determine the Proposal(s) most advantageous to the Township, all relevant factors considered. The evaluation will consider:

1. Experience and reputation in the field.
2. Knowledge and experience with Township form of Government
3. Knowledge of Mansfield Township and the subject matter and Scope of services for Professional Services for which a response is being submitted.
4. Availability to accommodate any required meetings of the agency
5. Support staff availability
6. Reasonableness of Fee Proposal
7. Other factors demonstrated to be in the best interest of the Township.

SECTION 5

DESCRIPTION OF PROFESSIONAL SERVICES REQUIRED BY THE TOWNSHIP OF MANSFIELD

Township Attorney- shall be a licensed attorney at law of New Jersey. As set in the forth in the Code of the Township of Mansfield will provide legal counsel to the Mayor & Township Committee, Township Municipal Clerk, and other officials on a wide variety of issues that are typical of a local government agency.

Township Engineer- shall be a New Jersey licensed professional engineer. When directed, the Township Engineer shall provide services necessary to review and make recommendations concerning various subdivisions and site plan proposals regarding their conformance to applicable Township requirements and needs, municipal ordinances, if applicable, and to the general requirements of design practice. When directed, the Township Engineer shall provide assistance with normal "public works projects such as milling & paving, drainage, minor construction, storm sewer issues and the like in addition to services necessary to observe, assess conformity to statutory or other ordinance requirements a report upon the installation of site improvements and subdivision public improvements in connection with Township or other site developments. When directed, the Township Engineer shall provide services necessary to review assess conformity to requirements and take necessary action with respect to issuance of certificates, permits, licenses, an similar regulatory documents. RFP should include all services under the conditions of the retainer, as well as an hourly rate for any additional services. Attendance at Township Committee meetings (evenings) and other daily meetings will be required.

Township Auditor-shall make conduct the annual audit of the Township financial records for the year ending December 31, 2023 and serve as Township auditor for the calendar year 2024 and perform the duties prescribed by law all in accordance with generally accepted auditing standards and the laws and regulations of the State of New Jersey regarding same. The Township Auditor shall perform such duties and render such services as may arise and be requested by the Township Committee, Chief Financial Officer, and/or Township Municipal Clerk.

Bond Counsel- shall be a licensed attorney at law of New Jersey. Township Bond Counsel performs and provides a legal advice with regard to the following activities: the preparation of Township Bond Ordinances and the review of the adoption proceedings; the preparation and review of public finance resolutions, the preparation and issuance of Township Bond Anticipation, Special Emergency, and Tax Anticipation Notes; and the preparation and issuance of General Obligation Bonds.

Township Conflict Attorney- The Township Conflict Attorney shall be a licensed attorney at law of New Jersey to advise and represent the Township in any matter in which the Township Attorney should be disqualified; as set forth in the Code of the Township of Mansfield will provide legal counsel to the Mayor and Township Committee, Township Municipal Clerk, and other officials on a wide variety of issues that are typical of a local government agency.

Municipal Prosecutor-an individual licensed to practice law in the State of New Jersey who, by experience and education, is qualified to preside as Municipal Prosecutor.

Municipal Public Defender- an individual licensed to practice law in the State of New Jersey who, by experience and education, is qualified to preside as a Municipal Public Defender.

Substitute Municipal Prosecutor- an individual licensed to practice law in the State of New Jersey who, by experience and education, is qualified to preside as a Municipal Prosecutor to serve when the Municipal Prosecutor is unable to.

Substitute Public Defender - an individual licensed to practice law in the State of New Jersey who, by experience and education, is qualified to preside as a Municipal Public Defender when the Municipal Public Defender is unable to.

Financial Advisor- a firm to monitor, on an ongoing basis, the Township's debt positions and make recommendations as to changes in those positions. Assist with any defeasance, redemption, or tender programs executed in connection with such changes.

Special Service In-Rem Foreclosure Attorney- shall be a licensed attorney at law of New Jersey to handle all of the Township's Legal Services for In-Rem Foreclosures and represent the Township as creditors in all Bankruptcy Court Proceedings.

Tax Appeal Attorney – an individual licensed to practice law in the State of New Jersey whose specialty is defending Tax Appeals at the County Tax Board or State Tax Court levels.

IT Services- Shall provide specialized expertise, advice, and labor related to design, installation, and maintenance of individual computers, laptops, mobile devices, and networks. Experience should include both hardware and software.



Township of Mansfield
100 Port Murray Rd – Port Murray, NJ 07865
Phone (908) 689-6151 Fax (908) 689-2840

**APPENDIX A
LETTER OF QUALIFICATION**

(Date)

Mansfield Township
100 Port Murray Rd.
Port Murray NJ 07865

The undersigned has reviewed our Proposal being submitted in response to Request for Proposals issued by the Township of Mansfield, dated _____, for the following Professional Services:

(Respondent, please insert Professional Service for which a response is being submitted.)

We affirm that the contents of our Proposal, including our stated qualifications as incorporated herein by reference, are accurate, factual and complete to the best of our knowledge and belief and that our Proposal is submitted in good faith upon express understanding that any false statement may result in the disqualification of the Proposal for which we are submitting a response.

(Signature of Officer)

(Printed Name and Title)

(Name of Firm)

(Date)



Township of Mansfield
100 Port Murray Rd – Port Murray, NJ 07865
Phone (908) 689-6151 Fax (908) 689-2840

**EXHIBIT B
MANSFIELD TOWNSHIP**

**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127) N.J.A.C. 17:27**

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability nationality, or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional, or sexual orientation, gender identity or expression, disability, nationality, or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, up grading, 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 or employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

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

The contractor or subcontractor, where applicable, will send to each labor union or representative of 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 American with Disabilities Act.

The Contractor or subcontractor agrees in good faith to attempt to employ minority and female workers consistent with applicable county employment goals prescribed by *N.J.A.C. 17:27-5.2* promulgated by the Treasurer pursuant to *N.J.S.A. 10:5-31 et seq.* as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the affirmative action office pursuant to *N.J.A.C. 17:27-5.2* promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time.

The Contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including 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, gender identity or expression, disability, nationality, or sex, and that it will discontinue the use of any recruitment agency that 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 targeted employments 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, gender identity or expression, disability, nationality, or sex and conform with the applicable employment goals, consistent with 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 Approvals

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contractcompliance)

The Contractor or its subcontractor shall furnish such reports or other documents to the Division of Purchase and Property, CCAU., EEO Monitoring Program for conducting a compliance investigation pursuant to *Subchapter 10 of the Administrative Code at N.J.A.C 17:27*.



Township of Mansfield
100 Port Murray Rd – Port Murray, NJ 07865
Phone (908) 689-6151 Fax (908) 689-2840

AFFIRMATIVE ACTION REGULATIONS 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 or Township Clerk:

1. A letter from the U.S. Department of Labor that the contractor has existing federally approved or sanctioned Affirmative Action Program.
OR
2. A Certificate of Employee Information Report Approval.
OR
3. An Affirmative Action Employee Information Report (Form A.A. 302)
OR
4. All successful contractors must submit at signing of the contract an Initial Project Manning Report (AA201) for any contract award that meets or exceeds the Public Agency bidding threshold (available upon request). **NO FIRM MAY BE ISSUED A CONTRACT UNLESS THEY COMPLY WITH THE AFFIRMATIVE ACTION REGULATIONS OF P.L. 1975, c.127**

The following questions must be answered by all bidders:

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

YES _____ NO _____
If yes, please submit a photocopy of such approval.

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

YES _____ NO _____
If yes, please submit a photocopy of such certificate.

THE UNDERSIGNED CONTRACTOR CERTIFIES THAT THEY ARE 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.

COMPANY

SIGNATURE

TITLE

NOTE: A CONTRACTOR MUST BE REJECTED AS NON-RESPONSIVE IF A CONTRACTOR FAILS TO COMPLY WITH REQUIREMENTS OF P.L. 1975, c. 127, WITHIN THE TIME FRAME.



Township of Mansfield
100 Port Murray Rd – Port Murray, NJ 07865
Phone (908) 689-6151 Fax (908) 689-2840

CERTIFICATION OF EXEMPTION FORM
AFFIRMATIVE ACTION REGULATIONS P.L. 1975, c.127 (N.J.A.C. 17:27)

I, _____, hereby certify that I have less than four (4) employees, and I am hereby
Please print name of Contractor

Exempt from Affirmative Action Regulations, P.L. 1975, c. 127 (N.J.A.C. 17:27).

COMPANY

SIGNATURE

TITLE



Township of Mansfield
100 Port Murray Rd – Port Murray, NJ 07865
Phone (908) 689-6151 Fax (908) 689-2840

**APPENDIX C
BUSINESS ENTITY DISCLOSURE CERTIFICATION**

Ownership Disclosure Certification

____ I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check which represents the type of Business Entity:

____ Partnership ____ Corporation ____ Sole Proprietorship ____ Subchapter S Corporation
____ Limited Partnership ____ Limited Liability Corporation ____ Limited Liability Partnership

Name of Stock or Shareholder	Home Address

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 business entity, will be liable for any penalty permitted under law.

Name of Business Entity: _____

Signed: _____ Title: _____

Print Name: _____ Date: _____



Township of Mansfield
100 Port Murray Rd – Port Murray, NJ 07865
Phone (908) 689-6151 Fax (908) 689-2840

APPENDIX D
TOWNSHIP OF MANSFIELD
NON-COLLUSION AFFIDAVIT

State of _____

County of _____

I, _____ of the City of _____ in the County of _____ and State of _____ and of full age, being duly sworn according to law on my oath depose and say that:

I am _____ (print name) of the firm _____ (name of firm). The Respondent making this Proposal, and that I executed the said Proposal with full authority so to do: that said Respondent has not, directly, or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive contracting in connection in said Proposal and in this affidavit are true and correct, and made with full knowledge that the Township will rely upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the Contract.

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

Subscribed and sworn to before me this ____ day of _____ (Notary Public)

(signature)

(print name)

My Commission expires _____



Township of Mansfield
100 Port Murray Rd – Port Murray, NJ 07865
Phone (908) 689-6151 Fax (908) 689-2840

APPENDIX E
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 thereto, 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 from, 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

Print name and title

APPENDIX F
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM
STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE AND PROPERTY
33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW JERSEY 08625-0230

BID SOLICITATION # AND TITLE: _____
VENDOR NAME: _____

Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) any person or entity that submits a bid or proposal or otherwise proposes to enter or renew a contract must certify that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the New Jersey Department of the Treasury's Chapter 25 List as a person or entity engaged in investment activities in Iran. The Chapter 25 list is found on the Division's website at <https://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Vendors/Bidders must review this list prior to completing the below certification. If the Director of the Division of Purchase and Property finds a person or entity to be in violation of the law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default, and seeking debarment or suspension of the party.

CHECK THE APPROPRIATE BOX

I certify, pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4), that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List of entities determined to be engaged in prohibited activities in Iran.

OR

I am unable to certify as above because the Vendor/Bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List. I will provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, has engaged in regarding investment activities in Iran by completing the information requested below.

Entity Engaged in Investment Activities _____
Relationship to Vendor/ Bidder _____
Description of Activities _____

Duration of Engagement _____
Anticipated Cessation Date _____

*Attach Additional Sheets If Necessary.

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I may be subject to criminal prosecution under the law, and it will constitute a material breach of my contract(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

Signature

Date

Print Name and Title



Township of Mansfield
100 Port Murray Rd – Port Murray, NJ 07865
Phone (908) 689-6151 Fax (908) 689-2840

APPENDIX G

CERTIFICATE BY PROFESSIONAL UNDER CONSIDERATION FOR APPOINTMENT

I, _____, of full age, certify and say:

1. I am employed by, or am a member of, the firm, _____, ("Firm")
2. I am sufficiently familiar with the Firm's business and transactions, or have made inquiry of the Firm sufficient to allow me to execute this Certification for the purposes stated herein.
3. After the Effective Date, neither I, the Firm, nor any other person/ entity encompassed with the definition "Professional Business Entity" as set forth in Section 2-61.4, have violated any provision of the attached Ordinance.
4. I hereby certify that pursuant to the Township Ordinance, I am eligible to be awarded a Contract for professional services to the Township.
5. I hereby certify that the foregoing statements made by me are true. I am aware that the Township will rely upon this Certification in the event a Contract for professional services is awarded to me. I am further aware that if any of the statements made by me are willfully false, I am subject to punishment, and in addition thereto, any Contract for professional services which may have been awarded may be terminated and/or declared null and void.

Company/Applicant: _____

By Authorized Representative: _____

Signature: _____

Printed Name and Title: _____

Date: _____



Township of Mansfield
100 Port Murray Rd – Port Murray, NJ 07865
Phone (908) 689-6151 Fax (908) 689-2840

RFP- 2024 Professional Services
Proposal Receipt Date: January 23, 2024 @ 12:00 p.m.

Checklist of required documents

The following items are required submissions in this proposal package:

Initials

- Two (2) copies **unbound**
- A full Submission (marked 2024 RFP Professional Services)
- Letter of Qualifications (Appendix A)
- Applicant Business Registration Certificate
- Affirmative Action Requirements (Appendix B)
- Business Entity Disclosure (Appendix C)
- Affidavit of Non-Collusion (Appendix D)
- Americans with Disabilities Act (Appendix E)
- Disclosure of Investment Activities in Iran Form (Appendix F)
- Township of Mansfield Professional Appointment Certification
- Political Disclosure Form
- This Checklist of Required Documents, signed below

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 NAME

AUTHORIZED SIGNATURE

DATE

NAME (PRINT) TITLE