

Township of Hillsborough

REQUEST FOR PROPOSAL Through the Fair and Open Procurement Process

GEOGRAPHIC INFORMATION SYSTEM (GIS) SERVICES

ISSUE DATE: April 26, 2010

DUE DATE: May 12, 2010

NOTE: The Township of Hillsborough will consider proposals only from firms or organizations that have demonstrated the capacity and willingness to provide high quality services in the manner described in this Request for Proposal.

Kevin P. Davis, RMC, QPA
Administrator/Township Clerk
Issued: April 26, 2010

Notice of Request For Proposals

The Township of Hillsborough is soliciting proposals through a fair and open process in accordance with NJSA 19:44A-20.5 et seq.

Sealed Request For Proposal (RFP) responses will be received by the Township Clerk on May 12, 2010, at 10:00 am in the Court Room, Hillsborough Township Municipal Building, 379 South Branch Road, Hillsborough, New Jersey, at which time and place responses will be opened for:

GEOGRAPHIC INFORMATION SYSTEM (GIS) SERVICES

Specifications and instructions may be obtained at the Office of the Administrator/Township Clerk, Municipal Building, 379 South Branch Road, Hillsborough, New Jersey during normal business hours of Monday through Friday, 8:00 a.m. to 4:30 p.m., for a non-refundable fee of \$10.00 or at the Township website, www.hillsborough-nj.org.

Respondents shall comply with the requirements of P.L. 1975 c. 127 (NJSA 17:27 et seq). A copy of the Respondent's New Jersey Business Registration Certificate should be included with the proposal.

Kevin P. Davis, RMC
Administrator/Township Clerk
April 26, 2010

Request For Proposals

Introduction

This contract is to furnish and deliver Geographic Information System (GIS) services for the Township of Hillsborough through a fair and open process in accordance with NJSA 19:44A-20.5 et seq.

Administrative Conditions and Requirements

The following items express the administrative conditions and requirements of this RFP. Together with the other RFP sections, they will apply to the RFP process, the subsequent contract and project production. Any proposed change, modification, or exception to these conditions and requirements may be a factor in the determination of an award of a contract. The contents of the proposal of the successful Respondent, as accepted by the Owner, will become part of any contract awarded as a result of this RFP.

The process will be administered by the Township Administrator/Clerk, Kevin P. Davis, the Qualified Purchasing Agent (QPA) for the Township of Hillsborough.

Schedule

The dates established for the procurement are:

Release of RFP	April 26, 2010
Proposal Due Date	May 12, 2010
Possible Governing Body Action	May 25, 2010

Proposal Submission Information

Submission Date and Time:

May 12, 2010 at 10:00 am
One (1) original and one (1) copy.

Submission At:

Court Room, Hillsborough Township Municipal Building
379 South Branch Road, Hillsborough, NJ

Clearly mark the submittal package with the title of this RFP and the name of the responding firm, addressed to the Township Clerk. The original proposal shall be marked to distinguish it from the one (1) copy.

Only those RFP responses received prior to or on the submission date will be considered. Responses delivered before the submission date and time specified above may be withdrawn upon written application of the Respondent who shall be required to produce evidence showing that the individual is or represents the principal or principals involved in the proposal. After submission date and time specified above, responses must remain firm for a period of sixty (60) days.

Township Representative for this RFP

Please direct all questions in writing to:

Kevin P. Davis, RMC
Administrator/Township Clerk
(908) 369-4313
Fax: (908) 369-6034
Email: kdavis@hillsborough-nj.org

Interpretations and Addenda

Respondents are expected to examine the RFP with care and observe all its requirements. All questions about the meaning or intent of this RFP, all interpretations and clarifications considered necessary by the Owner's representative in response to such comments and questions will be issued by Addenda posted on the Township of Hillsborough website, www.hillsborough-nj.org. Only comments and questions responded to by formal written Addenda will be binding. Oral interpretations, statements or clarifications are without legal effect.

Cost Liability and Additional Costs

The Owner assumes no responsibility and liability for costs incurred by the Respondents prior to the issuance of an agreement. The liability of the Owner shall be limited to the terms and conditions of the Contract.

Respondents will assume responsibility for all costs not stated in their proposals. All unit rates either stated in the proposal or used as a basis for its pricing are required to be all-inclusive. Additional charges, unless incurred for additional work performed by request of the Owner, are not to be billed and will not be paid.

Statutory and Other Requirements

Compliance with Laws

The Respondent must agree to comply with the non-discrimination provisions and all other laws and regulations applicable to the performance of services there under. The Respondent shall sign and acknowledge such forms and certificates as may be required by this section.

Mandatory Affirmative Action Compliance

No firm may be issued a contract unless it complies with the Affirmative Action requirements of P. L. 1975, C. 127 as identified in the documents attached hereto.

Americans with Disabilities Act of 1990

Discrimination on the basis of disability in contracting for the delivery of services is prohibited. Respondents are required to read the American with Disabilities language that is part of the documents attached hereto and agree that the provisions of Title II of the Act are made part of the contract. The Respondent is obligated to comply with the Act and hold the Owner harmless.

Stockholder Disclosure

No corporation or partnership shall be awarded any contract for the performance of any work or the furnishing of any goods, unless, with receipt of 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 (10) percent or greater interest therein. The Respondent shall complete and submit the form of statement that is included in this RFP.

Non-Collusion Affidavit

The Non-Collusion Affidavit, which is part of this RFP, shall be properly executed and submitted with the RFP response.

N.J. Business Registration Certificate

At the time the Respondent submits a proposal, the Respondent must have complied with P.L. 2004, C. 57, and a Business Registration Certificate should be submitted along with the proposal.

Insurance and Indemnification (including incorrect information/data)

If it becomes necessary for the successful Respondent, either as principal or by agent or employee, to enter upon the premises or property of the Owner, the successful Respondent hereby covenants and agrees to take, use, provide and make all proper, necessary and sufficient precautions, safeguards, and protection against the occurrence of happenings of any accident, injuries, damages, or hurt to person or property during the course of the work herein covered and his/her sole responsibility.

The successful Respondent further covenants and agrees to indemnify and save harmless the Owner from the payment of all sums of money or any other consideration(s) by reason of any, or all, such accidents, injuries, damages, or hurt that may happen or occur upon or about such work and all fines, penalties and loss incurred for or by reason of the violation of any owner regulation, ordinance or the laws of the State, or the United States while said work is in progress.

The successful Respondent further covenants and agrees to indemnify and save harmless the owner and third parties which rely upon the information supplied by the successful Respondent for a property owners list as required by the Municipal Land Use Law, N.J.S. A. 40:55D-1 et seq., or other applicable law requiring the owner to prepare a property owners list.

The successful Respondent shall provide a Certificate of Insurance providing for all claims under Worker's Compensation, General Liability and Automobile, as follows:

1. Professional Liability – Limits of at least \$1,000,000/\$2,000,000
2. General Liability – Limits of at least \$1,000,000/\$2,000,000
3. Worker's Compensation – Statutory Limits

The Township should be named as Additional Insured on the General Liability.

Multiple Proposals Not Accepted

More than one proposal from an individual, a firm or partnership, a corporation or association under the same or different names shall not be considered.

Failure to Enter Contract

Should the Respondent, to whom the contract is awarded, fail to enter into a contract within ten (10) days, Sundays and holidays excepted, the Owner may then, at its option, accept the proposal of another Respondent.

Commencement of Work

The successful Respondent agrees to commence work after the date of award by the Owner and upon notice from the Using Department.

Termination of Contract

If, through any cause, the successful Respondent shall fail to fulfill in a timely and proper manner obligations under the Contract or if the successful Respondent violates any requirements of the Contract, the Owner shall thereupon have the right to terminate the Contract by giving written notice to the contractor of such termination at least thirty (30) days prior to the proposed effective date of the termination. Such termination shall relieve the Owner of any obligation for the balances to the successful Respondent of any sum or sums set forth in the Contract.

Liquidated Damages

Damages for Cause

The Respondent shall be liable to the owner for all expenses, losses or damages incurred in consequence of any defect, omission or mistake of the Respondent, his sub-consultants, agents or employees, or for the making good thereof.

Damages for Non-Completion

If the successful Respondent does not update all information/changes submitted to it by the Township within three (3) business days, a sum calculated at a rate of five hundred dollars (\$500) per calendar day that the information/data remains incorrect/incomplete shall be deducted from the payment due to the successful Respondent as liquidated damages.

Ownership of Material

The Owner shall retain all of its rights and interest in any and all documents and property both hard copy and digital furnished by the Owner to the successful Respondent for the purpose of assisting the successful Respondent in the performance of this Contract. All such items shall be returned immediately to the Owner at the expiration or termination of the Contract or completion of any related services, pursuant thereto, whichever comes first. None of the documents and/or property shall, without the written consent of the Owner, be disclosed to others or used by the successful Respondent or permitted by the successful Respondent to be used by their parties at any time except in the performance of the resulting Contract.

Ownership of all data, materials and documentation originated and prepared for the Owner pursuant to this Contract shall belong exclusively to the Owner. All data, reports, computerized information, programs and materials shall be delivered to and become the property of the Owner upon completion of the project. The successful Respondent shall not have the right to use, sell, or disclose the total of the interim or final work products,

or make available to third parties, without the prior written consent of the Owner. All information supplied to the Owner may be required to be supplied by way of CD/DVD in the database format with table layouts or field identifiers and must be compatible with the Owner's computer operating system.

Proposal Requirements

Qualification Statement

A statement is to be provided by the Respondent which shall set forth brief details of the firm's principal activities, location and information necessary to meet the qualifications, as stated above. Please provide a list of three (3) clients for whom similar services have been provided in the past two (2) years.

Include The Following In Your Response:

Proposal Forms

The following forms are contained in the attachments. All forms are required and shall be completed and made part of the proposal submitted.

1. Proposal Checklist
2. Acknowledgement of Receipt of Addenda
3. Affirmative Action Statement
4. American with Disabilities Act
5. Non-Collusion Affidavit
6. Stockholder Disclosure
7. Business Registration Certificate (It is recommended that this form be submitted with the proposal)
8. Respondent Declaration and Information
9. Respondent's Qualifications
10. Performance Record
11. Explanation of Qualifications

Location of Servicing Office

The proposal must list the location and address of the present, active office that will service and manage this Contract.

Evaluation, Review and Selection Process

Proposals to Remain Subject to Acceptance

RFP responses shall remain open for a period of sixty (60) calendar days from the stated submittal date. The Owner will either award the Contract within the applicable time period or reject all proposals.

RFP responses may, at the request of the Owner, be held for consideration for such longer period as may be agreed.

Rejection of Proposals

The Owner reserves the right to reject any or all proposals, or to reject any proposals if the evidence submitted by, or investigation of such respondent fails to satisfy the Owner that such Respondent is properly qualified to carry out the obligations of the RFP and to complete the work contemplated therein. The Owner reserves the right to waive any minor informality in the RFP.

SCOPE OF SERVICES

INTRODUCTION

The Consultant shall supply the following information:

1. Three (3) project references detailing similar project experience in the past two (2) years.
2. Project Staff Resumes.
3. Technical Approach.
4. Required Software Installation and Purchase.
5. End-User PC requirements (hardware and software needs).
6. Hosting Specifications.
7. Project Schedule.

Overview

The Township of Hillsborough in Somerset County, New Jersey has a total area of 54.7 square miles and is comprised of approximately 15,000 tax parcels. The Township's tax map set was recently computer-generated for revaluation purposes. The tax maps will also provide a suitable foundation for implementing a Geographic Information System (GIS) digital mapping database linked to the Township's MOD IV tax assessment data.

The Township is seeking to implement and maintain a new parcel-based GIS database for various municipal applications that will keep pace with the Township's ongoing growth and development.

The digital tax parcel data from the Township's tax map project will be made available to the successful Respondent for integration into the proposed GIS database. The successful Respondent will also have access to the non-proprietary data from the Township's existing web-based GIS application, which includes the following data layers:

- **Tax parcel data**
- **Zoning designations**
- **Election Districts**
- **Census data**
- **Aerial photography**

- **FEMA data**
- **Parks**
- **Wetlands**
- **Soil classifications**
- **Flood prone areas**
- **Recreation and Open Space Inventory (ROSI)**
- **Catch basins/outfalls/hydrants**
- **ASD Overlay**
- **As-Built plans of Roadways linked to Streets**

The Consultant will meet with members of any/all Township departments currently utilizing the Township's existing web-based GIS application to determine what aspects of the program work and what aspects need to be improved. The GIS users will be asked to formulate a list of everyday tasks that the proposed new GIS application might facilitate or simplify. The Consultant will need to understand the basic workflow of each department in order to create an end product suitable for multiple needs.

A GIS Needs Assessment Report is to be generated as a deliverable to be submitted for review by the Township before implementation. The Assessment Report must outline the typical GIS needs assessment summary for the Township of Hillsborough. This report should contain various mapping layers and other topics of interest for GIS implementation that are collected from interviews with each participating department head.

The Consultant should describe the process of utilizing the Township's newly created digital tax parcel data as the foundation for the new GIS. Initially, the Consultant will provide the following data layers at a minimum:

- **Tax parcel data**
- **Zoning designations**
- **Election Districts**
- **Census data**
- **Aerial photography**
- **FEMA data**
- **Parks**
- **Wetlands**
- **Soil classifications**
- **Flood prone areas**
- **Recreation and Open Space Inventory (ROSI)**
- **Catch basins/outfalls/hydrants**
- **ASD Overlay**
- **AS-Built plans of roadways to be linked to streets**
- **Sourland Mountain Preserves**

The Consultant will also be required to reference and/or utilize as needed the most current available GIS data layers from Somerset County, FEMA and the New Jersey Department of Environmental Protection to further enhance the accuracy of the new GIS database and/or create additional data layers for the Township's use.

The new GIS data will be created by the Consultant on the New Jersey State Plane Coordinate System and North American Datum of 1983 (NAD 83) in English units (feet). The GIS data will be quality checked for accuracy by the Consultant, and standard FGDC compliant metadata files will be provided as reference.

The Consultant will link the Township's MOD IV tax assessment data to the digital parcel data on a property by property basis. There are approximately 15,000 tax parcels in the Township at this time. The most current MOD IV data will be provided for use by the Consultant.

The recommended system shall be accessible via the web, SQL database, and have the ability to work the native ESRI formats in order to deliver management tools to the GIS program which will enable the end-users to track work orders, store digital documents, and track assets.

The Township shall be able to continue to maintain mapping and database information in its current format while allowing the Township and public accessibility to this valuable information.

Currently, the Township manages GIS mapping data within an ESRI formatted geodatabase and AutoCAD. The Township will supply the GIS mapping components that will be used as the land base component of the project.

Mapping

The Township geodatabase will be supplied to the successful Respondent. It will be the responsibility of the Consultant to groom the data in order for it to function properly within the GIS Asset Management System. If data modification is needed, the successful Respondent shall provide a written statement of the necessary modifications that will be required in order for the Township geodatabase to work properly within the proposed program.

Questions regarding the current Township geodatabase should be directed to the Township Assistant Engineer, Thomas Belanger.

Components of Proposed GIS Asset Management System

Township Administration Component

The GIS program will provide Township staff with a website that will be accessed to view, search, and manage Township data by making preventative maintenance, service call (complaints), work order, and inventory applications available.

Required Asset Management Functionality

- Secure end-user password protected entry
- Web hosting service
- Map Viewer

- Search capability
- Document linking
- Municipal assets inventory & management
- External database linking to mapped objects (e.g. tax assessment database)
- Service call entry linking to mapped object(s)
- Work order entry linked to mapped object(s)
- Mailing label generator – Avery 5160 Format
- Create and run reports on asset management data
 - ❖ Filter and report on map attributes
 - ❖ Filter and report on work order and service call entry fields
 - ❖ Filter and report on external database fields
 - ❖ Online map and attribute editing
 - ❖ Training

Township Staff End-User Accounts

The proposed system will allow the GIS program administrator level end-user to setup user accounts controlling the following access:

- End User Name
- Password
- Department of End-User
- Email of End-User
- Phone of End-User
- Independent Controls for Service call, Work orders, Reports and Mapping
 - ❖ No Access
 - ❖ View Only
 - ❖ Map Editing Ability and Viewing Ability per End-User
 - ❖ Editing Standard Forms and Reports (yes/no)
 - ❖ Entry of Condition of Risk data (yes/no)
 - ❖ Administrator (yes/no)Full Access
 - ❖ Service call and Work Orders View, Editing Dept. control per End-User

Hosting

The Consultant will be responsible for hosting the web based GIS Program. The Consultant shall provide a detailed listing of service level responsibility they will follow to ensure the website information is secure. The Consultant will pay the monthly hosting fee which is included in the pricing.

Township will have the right to not pay the hosting fee if data within the website is not accurate in reference to the supplied data given to the Consultant or not updated within 3 day submittal by the Township. It will be the Consultant's responsibility to maintain the GIS information (tax information database, tax parcel base) within the set fees.

Map Viewer

The GIS program must require a password protected entry. The map viewing area will require the following functionality:

- Zoom and Panning Capability
- Selecting one or more map entities
- Viewing area of selected map feature attributes
- Hyperlink listing of attached documents of selected features
- Measuring Tool
- Editing tool (add map feature, edit location of existing map feature, edit attributes of map feature)
- Toggle on and off layers
- Map feature Legend
- Generate mailing labels from tax assessment database
- Print map with layout feature
- Search ability on mapped attributes and attached databases
 - ❖ Build on search results
 - ❖ Report results with tabular and map format options

Search Engine

The search engine must allow the end user to locate a property in question by owner name, address, tax map page number or block and lot. The search result will list the mapped objects meeting the search criteria. End-user will have the capability to look at all results in tabular format or view the results one at a time. As results are viewed the system will display the result area on the map automatically.

Document Linking

The proposed system must be open ended to allow for the uploading of digital documents such as: property photos, word documents and video files with a connection to the appropriate mapped asset. The system must allow for document storage standards where the Consultant will setup a directory structure on the GIS program server to maintain standardization of the documents being uploaded to the system.

External Database Access

The proposed system shall allow for external database linking such as: the Township's tax assessment and building permit information using unique field information such as: addresses, lot and block numbers.

The Township will work with the Consultant to implement a maintenance program to update the external databases as needed by the Township.

Service Calls

- Track logged by
- Date/time
- Caller information
- Link to Work order
- Response information

The Service Call component to the GIS program must track who is logging the call, date and time, caller information, location of issue by linking to the property parcel or allowing the end-user to pick a location on the map depicting location of service. The service call must allow an area to enter the response information. The assigned Township staff member shall be automatically notified via email and within the dashboard of that Township staff member's login to the GIS Program. Service calls requiring a work order shall be linked automatically to the work order form having a configurable option to carry over all or a portion of the data entered on the service call form. The Consultant will load the system with standard service requests actions supplied by the Township.

Work Order – Department Forms

- Assign work order to staff
- Assigned staff notification within GIS program, tie to end-users Outlook Calendar
- Configurable work order forms
- Schedule reoccurring work orders

Open ended configurable form detail shall be available for the Township to add the necessary work order detail for incidents that occur in the Township. Work order assignments entered into the system shall be department controlled, viewable to only end-users assigned to their respective department. The system will allow all system work orders to be viewed by administrator level end-users.

This information will automatically link to the appropriate mapped asset (e.g. building, parcel) by searching the location of incident, opening a new work order and choosing the appropriate form related to the work requests (e.g. dog license, code enforcement).

The information entered on the work order forms will be available to search and report on by the end-user through search engine abilities within the GIS program. Information found on the work orders shall be able to be rolled into reports to look at overall cases of licensing, permitting and violation information in tabular, form view, or map location display. All work orders linked to mapped objects should be able to be searched on and displayed back onto the map.

Public Web Portal

The Consultant will create a website that will be accessible from a link located on the Township website. The site will be used for public access where GIS mapping and database information can be viewed in a non password environment. The public will have minimal access to administrative data. The site will allow end-users to click on mapped objects and find out basic information about that object whether it is a park, school or residential parcel.

The Township will supply the criteria that should be contained within this site. The public portal shall be pulling the same GIS mapping data that is shown within the Township asset management component. The public portal will be hosted by the Consultant.

Training

The Consultant will conduct in-house training to the end-users required to utilize the system. The Consultant will base cost of training on a an eight (8) hour day of training on covering the necessary time frame to cover all aspects of the system. GIS Program manuals will be supplied by Consultant to all attendees. The Consultant will supply a PDF formatted digital file of the manual so the Township can print additional copies as needed.

*** Please indicate if your system can support the following features:

Required Geographic Information System Program Features

	Feature	Y	N	Exceptions*
A	Technical Features			
1	Web-based solution compatible with any typical web browser (e.g.- Internet Explorer, Firefox, Opera, Safari, etc.) with no other desktop software required			
2	Commercial off the shelf software application (vs. custom built)			
3	Based on Windows Server and MS SQL Server			
4	Hosted by Consultant			
5	Open - Architected system, enabling integration with a variety of 3rd party applications			
6	Solution must have a defined development path, with planned features for the future			
7	Electronic documents attachment to any asset(s)			
8	External data sources linked (and viewable) to asset(s) in the proposed system			
9	Reporting capability on linked external databases			
10	Pre-populated list and drop-downs used to ease form data entry			
11	Search variables and save for repeatable searches			
12	Updates and upgrades to the system included in the Annual Maintenance & Support fees			
13	Proposed system must operate remotely (e.g. in a DPW truck, Fire & Police) with the same system that the office staff uses			
B	GIS			
1	Proposed system integrated with the GIS data			
2	End -user can edit GIS attribute data from within the application			
3	GIS layers edited from within the web browser (e.g. add a manhole)			

	Feature	Y	N	Exceptions*
4	End-user able to add or remove visible GIS layers on-the-fly			
5	Application must provide map tools to:			
5a	- produce buffer on the map			
5b	- define the buffer distance.			
5c	- print this buffer			
5d	- measure distances individually and in the aggregate			
5e	- zoom in/out, pan and zoom previous/next			
6	End-user must be able to query the GIS data, show the result on the map and report on it (e.g. show/report all 8" diameter pipes)			
C	Work Management			
1	Service Requests and Work Orders integrated with GIS and attached to asset(s)			
2	Service Calls and Work Orders created but not related to an asset?			
3	Work Orders can be opened to any location on the map if not related to an asset (e.g. a tree limb is down in the park, and we want to see exactly where)			
4	Work Orders can be spawned from service calls easily			
5	Email notification feature when opening or changing status of Work Order			
6	Proposed system must display all work orders that apply to a user easily			
7	Work Order must be configured to manage permitting and other processes			
8	End-user can change the appearance of the Work Order form, e.g. add/remove data fields, change field locations, etc., using drag & Drop technology			

	Feature	Y	N	Exceptions*
9	Work Order system is capable of tracking all resources, e.g., labor, parts, vendors, and contractors, (future need not in this RFP)			
10	Work Orders are hierarchal- a parent child relationship, with many child work orders possible			
11	Service calls and work orders can be queried on the map			
12	Service calls and work orders are capable of having attached electronic documents (of any kind or type)			
13	Work orders can manage preventive maintenance activities			

* State nature of exception. If additional pages are required to state the exception, kindly attach same. Also, list all features that your system is capable of doing, and indicate if they are included in the yearly cost or if an additional charge would be required.

Evaluation Process

The evaluation team will consist of Thomas Belanger, Assistant Township Engineer, Debra Blaney, Tax Assessor, Robert Ringelheim, Township Planner, Everett A. Smith, Assistant to the Township Engineer, James Haurey, Computer Support Manager/Tech, and Kevin P. Davis, Township Administrator/Clerk.

The evaluation team will review all proposals to determine if they satisfy the RFP requirements, to determine if a proposal should be rejected and evaluate the proposals based upon the Evaluation Criteria. The Township may ask the Respondent to make a verbal presentation and demonstration during the evaluation process at the Township Offices.

The most advantageous proposal, based on price and other factors as detailed in the evaluation criteria, will then be recommended to the governing body for award of Contract.

Evaluation Criteria

The criteria considered in the evaluation of each proposal follows:

The arrangement of the criteria is not meant to imply order of importance in the selection process. All criteria will be used to select the successful Respondent. The Respondent will be graded on a scale of one (1) to five (5), with one (1) being the lowest rating and five (5) the highest rating. The Respondent with the highest score will be recommended for the contract award.

I. Understanding of the Requested Work

The proposal will be evaluated for general compliance with instructions and requests issued in the RFP. Non-compliance with significant instructions shall be grounds for disqualification of proposals.

II. Knowledge and Technical Competence

This includes the ability of the Respondent to perform all of the tasks and fulfill adequately the stated requirements, in addition to knowledge of the Township of Hillsborough.

III. Management, Experience and Personnel Qualifications

Expertise of the firm shall be demonstrated by past contract successes providing government agencies with similar services. The Respondent will be evaluated on knowledge, experience, prior collaboration and successful completion of projects/services similar to that requested in this RFP. In addition to relevant experience, Respondents shall provide personnel qualifications in the proposal.

IV. Ability to Complete the Services in a Timely Manner

Ability to update information and mapping on a timely basis. The Respondent must be able to update all information/changes within three (3) business days of submittal by the Township. Respondent must understand that all updated information must also be correct. Failure of any updates to be completed within three (3) business days of submittal, the Consultant will be liable for liquidated damages for non-completion on page 7.

V. Physical Presence in State of New Jersey

Each Respondent must have its principal place of business within the State of New Jersey.

VI. Cost of Services

Each Respondent shall complete the following cost of services outline:

(A) PROGRAM IMPLEMENTATION: \$ _____

(B) ASSET MANAGEMENT SOFTWARE \$ _____

(C) ASSET MANAGEMENT MAINTENANCE AND SUPPORT PER YEAR \$ _____

(D) TRAINING \$ _____

(E) YEARLY WEBSITE HOSTING FEE (PUBLIC & ADMINISTRATIVE SITE) \$ _____

TOTAL FEE 1ST YEAR (A Through E) \$ _____

TOTAL FEE FOLLOWING YEARS \$ _____

2nd Year \$ _____

3rd Year \$ _____

4th Year \$ _____

5th Year \$ _____

TOTAL AMOUNT OF CONTRACT (1 THROUGH 5) \$ _____

HOURLY G.I.S. SERVICE RATE*
(Rate to be held for a 5 year term)

\$ _____

*** This hourly rate is for updating maps, including new subdivisions and other map changes required during the year, and any other items not listed in program features or minimum data layers.**

Payment

Payment will be made on presentation of Owner's voucher duly signed and approved by the Owner.

Term of the Contract: Up to five (5) years

Notice of Award

The successful Respondent will be notified of the award of Contract upon a favorable decision by the Owner.

Contracts for award of "open and fair" procurements for professional services will be prepared by the Township Administrator/Clerk.

Proposal Checklist

The following checklist is provided as assistance to the development of the RFP Response. It in no way supersedes or replaces the requirements of the RFP. Please initial on the lines below for each document/section attesting to the fact that you have read and/or included the documents with your RFP.

Administrative Conditions and Requirements	_____
Scope of Work	_____
Qualification Statement	_____
References	_____
Evaluation Criteria	_____
Cost of Services (Proposal)	_____
Acknowledgement of Receipt of Addenda	_____
Americans with Disabilities Act Mandatory Language	_____
Affirmative Action Mandatory Language	_____
Non-Collusion Affidavit	_____
Stockholder Disclosure	_____
Business Registration Certificate	_____
Respondent Declaration and Information	_____
Respondent's Qualifications	_____
Performance Record	_____
Explanation of Qualifications	_____

Acknowledgement of Receipt of Addenda

The undersigned respondent hereby acknowledges receipt of the following Addenda:

Addenda Number	Dated
_____	_____
_____	_____
_____	_____

Signed: _____
Title: _____
Printed Name: _____
Date: _____
Company: _____

Posting Will Be On Internet

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 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, gender identity or expression, disability, nationality 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 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 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, gender identity or expression, disability, nationality 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, gender identity or expression, disability, nationality 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 Div. of Contract Compliance & EEO as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Div. of Contract Compliance & EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

Respondent's Signature

Respondent's Name

Dated: _____

REQUIRED EVIDENCE
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 the Purchasing Agent:

2. A letter from the U.S. Department of Labor that the contractor has an existing federally-approved or sanctioned Affirmative Action Program.
OR
2. A Certificate of Employee Information Report Approval.
OR
2. An Affirmative Action Employee Information Report (Form A.A. 302)
OR
2. 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 Respondents:

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

YES _____ NO _____

If yes, please submit a photostatic copy of such approval.

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

YES _____ NO _____

If yes, please submit a photostatic 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.

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.

AMERICANS WITH DISABILITIES ACT

Mandatory Language

Equal Opportunity for Individuals with Disabilities.

The CONTRACTOR and the OWNER do hereby agree that the provisions of Title II 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 thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the OWNER pursuant to this contract, the CONTRACTOR agrees that the performance shall be in strict compliance with the Act. In the event that the CONTRACTOR, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the CONTRACTOR shall defend the OWNER in any action or administrative proceeding commenced pursuant to this Act. The CONTRACTOR shall indemnify, protect, and save harmless the OWNER, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The CONTRACTOR shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the OWNER'S grievance procedure, the CONTRACTOR agrees to abide by any decision of the OWNER, which is rendered pursuant to, said grievance procedure. If any action or administrative proceeding results in an award of damages against the OWNER or if the OWNER incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the CONTRACTOR shall satisfy and discharge the same at its own expense.

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

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

It is further agreed and understood that the OWNER assumes no obligation to indemnify or save harmless the CONTRACTOR, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the CONTRACTOR expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the CONTRACTOR'S obligations assumed in this Agreement, nor shall they be construed to relieve the CONTRACTOR from any liability, nor preclude the OWNER from taking any other actions available to it under any other provisions of this Agreement or otherwise at law.

Respondent's Signature

Respondent's Name

Dated: _____

NON COLLUSION AFFIDAVIT

STATE OF NEW JERSEY)

COUNTY OF _____) ss:

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

I am _____ of the Respondent
_____ of the firm of

the bidder making the Proposal for the above named project, and that I executed the said proposal with full authority so to do; that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the Township of Hillsborough relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for the said project.

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 contractor)

(Also type or print name of affiant under signature)

(N.J.S.A. 52:34-25)

Subscribed and sworn to

before me this _____ day
of _____, _____.

Notary public of the State of _____
My Commission expires _____.

STOCKHOLDER DISCLOSURE CERTIFICATION

N.J.S.A. 52:25-24.2 (P.L. 1977 c 33)

Failure of the bidder/respondent to submit the required information is cause for automatic rejection.

CHECK ONE:

☐

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

☐

I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

LEGAL NAME OF RESPONDENT: _____

Check which business entity applies:

☐

Limited Partnership

☐

Subchapter S Corporation

☐

Limited Liability Corporation

☐

Partnership

☐

Corporation

☐

Sole Proprietorship

☐

Limited Liability Partnership

☐

Other _____

Complete if the bidder/respondent is one (1) of the three (3) types of Corporations:

Date Incorporated: _____ Where Incorporated: _____

BUSINESS ADDRESS:

/			
Street Address	City	State	Zip
/			
Telephone #	Fax#		

Listed below are the names and addresses of all stockholders, partners or individuals who own ten (10%) percent or more of its stock of any classes, or who own ten (10%) percent or greater interest therein.

Name	Address
------	---------

Name	Address
------	---------

CONTINUE ON ADDITIONAL SHEET IF NECESSARY: YES ☐ NO ☐

Signature _____ Date _____

Printed Name & Title _____

October 20, 2004

Revised Contract Language for BRC Compliance

Goods and Services Contracts (including purchase orders)

** Construction Contracts (including public works related purchase orders)*

N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that **knowingly** provide goods or perform services for a contractor fulfilling this contract:

- 1) the contractor shall provide written notice to its subcontractors and suppliers to submit proof of business registration to the contractor;
- *2) subcontractors through all tiers of a project must provide written notice to their subcontractors and suppliers to submit proof of business registration and subcontractors shall collect such proofs of business registration and maintain them on file;
- 3) prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors and suppliers* or attest that none was used; and,
- 4) during the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into this State.

A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements is available by calling (609) 292-9292.

**ALERT
FAILURE TO INCLUDE A COPY OF YOUR
NEW JERSEY BUSINESS REGISTRATION CERTIFICATE
IS CAUSE FOR MANDATORY REJECTION OF YOUR PROPOSAL**

Respondent Declaration and Information

To Township of Hillsborough:

The undersigned declares that he/she has read the Request For Proposal attached, that he/she has determined the conditions affecting the proposal and agrees, if this proposal is accepted, to furnish and deliver services per the attached schedule of fees pursuant to the Scope of Services requirements on Pages 8 through 16 for the following:

Respondent Declaration and Information

Company Name _____

Federal I.D. or Social Security # _____

Address _____

Signature of Authorized Agent _____

Type or Print Name _____

Title: _____

Date _____

Telephone Number _____

Fax Number _____

E-mail address _____

RESPONDENT'S QUALIFICATIONS

The following forms are suggested outlines of data required by the Owner to determine the Respondent's Qualifications. The Respondent is not required to follow the presented forms explicitly, but must include all requested information.

Submitted by _____
(Respondent)

Individual Corporation Partnership Limited Liability Company

Address _____

To be completed for a partnership or limited liability company:

Date of Organization: _____.

If partnership, state whether partnership is general,
limited or association: _____

NAME OF PARTNERS (MEMBERS AND MANAGERS, if Limited Liability Company)	ADDRESS	AGE
---	---------	-----

To be completed for a corporation:

Date incorporated _____.

State: _____ Capital paid in cash: _____

Present officers of the corporation:

TITLE	NAME	ADDRESS
-------	------	---------

President _____

VicePresident _____

Secretary _____

Treasurer _____

If the by-laws of the corporation provide for other officers, attach statement listing their title, names and addresses.

PERFORMANCE RECORD

How many years has your organization been in business as a GIS provider under your present business name? _____.

How many years experience in GIS work has your organization had? _____

<u>Individual's</u> <u>Name</u>	<u>Present</u> <u>Position</u> <u>or Office</u>	<u>Yrs. of</u> <u>GIS</u> <u>Experience</u>	<u>Magnitude</u> <u>Type of</u> <u>Work</u>	<u>In What</u> <u>Capacity</u>	<u>Professional</u> <u>Designations</u>
------------------------------------	---	---	---	-----------------------------------	--

Have you ever failed to complete any work awarded to you? _____

If so, where and why? _____

Has any officer or partner of your organization ever failed to complete a GIS project handled in his own name? _____.

If so, state name of individual, name of owner, location and type of project, and reason for the failure to complete. _____

Performance Record: List all contracts completed by you.

Name of Owner _____

Name of Location of Project-Type of work _____

Date Completed _____

Was Time* Extension Necessary _____

Were Any* Penalties Imposed _____

Were Liens,* Claims or Stop Notices Filed _____

* Explain "Yes" answers under the following item. (Use additional sheets as necessary.)

EXPLANATION OF QUALIFICATIONS

Explanation of details in connection with non-completion of contracts; time extensions; penalties imposed; labor disputes, liens, claims and stop notices filed against contracts listed in preceding "Performance Record."

(Name of Organization)

(Signature)

(Title)