



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.

Municipal Court Judge

ISSUE DATE:	November 10, 2023
DUE DATE:	December 7, 2023 @ 4:00 p.m.
OPENING OF PROPOSALS:	December 8, 2023 @ 10:00 a.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 December 7, 2023 at 4:00 p.m. for the following collectively identified as Professional Services:

Municipal Court Judge – Three (3) Year Term

Proposals shall be opened on Friday, December 8, 2023 at 10:00 a.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 **Municipal Court Judge** for a contract period beginning on January 1, 2024 and ending December 31, 2026 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 January 1, 2024.

1.2 Submission of Proposals, Time, and Place

Proposals shall be submitted to the Township on or before Tuesday, November 28, 2023 at 4:00 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 "**Municipal Court Judge**"

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 Municipal Court Judge**) 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 November 10, 2023
Receipt of Proposals December 7, 2023 at 4:00 p.m.
Opening of Proposals December 8, 2023 at 10:00 a.m.

The term of the contract(s) to be awarded is three(3) year, commencing on January 1, 2024 and terminating on December 31, 2026.

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 Intent

The Township Committee of the Township of Mansfield, County of Warren and State of New Jersey intends to appoint and fill, for calendar years 2024, 2025, and 2026, the position of Township Municipal Court Judge of the Township of Mansfield, Township of Washington, Borough of Washington, and Borough of Oxford. The effective date of the contract will be January 1, 2024.

The General Criteria articulated herein at Section III for the selection of Township Municipal Court Judge have been specifically approved by the Township Committee of the Township of Mansfield. Those criteria and the other requirements herein are intended to be non-restrictive for the purpose of obtaining participation of qualified professionals and uniformity in the manner of submission or proposals.

The successful proposal shall become a part of the signed contract upon award and execution of said contract. There will be no award or appointment to the position of Township Municipal Court Judge until formal approval by the Township Committee has been made by an executed resolution.

As per the provisions of N.J.S.A. 19:44A-20.4 et seq., the Township of Mansfield shall be the sole judge concerning the criteria set forth herein and the merits of the proposals submitted. The Township of Mansfield shall be the sole judge of the benefits to Mansfield Township represented by the submissions pursuant to this Request for proposals.

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.

SECTION 2 INSURANCE

This Request for proposal is for the appointment of a professional or quasi-professional position with the Township of Mansfield or a position for which there is a bidding exemption under N.J.S.A. 40A:11-1 et seq. Each Respondent should have professional errors and omissions insurance. Attached hereto at Attachment A is the Certification of Insurance. Said Certification must be executed and documents attached thereto by the Respondent to the extent that Respondent believes that the attachments of such documents provide proof on insurance for appropriate purposes. Errors and omission policy, if any, declaration page shall be attached showing current protection.

During the term of the contract, it shall be the responsibility of the Respondent to provide the Township with additional declaration pages of insurance in compliance with this paragraph showing current coverage when any insurance policy expires. Submission of proof of the required insurance coverage in the form of a certificate or certificates of insurance is a continuing condition precedent to services by the professional that receives the appointment.

SECTION 3 PROFESSIONAL EVALUATION

3.1 GENERAL CRITERIA

All proposals shall be evaluated using the following criteria:

- a. Professional qualifications
- b. Experience generally in the Respondent's profession, including years in the profession and minimum of three (3) years of experience as Judge preferred.
- c. Knowledge of local issues, if any, in the municipal court; experience with municipal courts in Warren County is preferred.
- d. The ability of the Respondent to attend all sessions of the Mansfield Township Municipal Court; which includes Washington Township, Borough of Washington, and Borough of Oxford.
- e. Absence from client base of any client(s) who is currently or has in the past five years done business with Mansfield Township. In the alternative, the Respondent can articulate the name(s) of such clients and the nature of that client's business with the Township. For purposes of this subparagraph, "doing business with the Township" includes vending or other contractual obligations to the Township or being an applicant before any Township boards.
- f. Compensation proposal in detail.
- g. Other factors if demonstrated to be in the best interest of the Township of Mansfield.

3.2 JOB DESCRIPTION

Pursuant to State, County, and Local laws of New Jersey.

SECTION 4 CONTRACTUAL REQUIREMENTS

Contract period shall be for three (3) years commencing on January 1, 2024 through December 31, 2026. 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)

**SECTION 5
PROPOSAL FORM**

APPOINTMENT OF TOWNSHIP MUNICIPAL COURT JUDGE

All proposals submitted in response to the within Request for proposal shall utilize the form of correspondence contained within this package as the cover sheet of such proposal. There shall be attached to said letter/cover sheet succeeding pages setting forth your proposal/responses. Submitted proposals must follow the format herein. In order for submitted proposals to meet the requirements of the Request, the form of correspondence set forth herein below shall be fully completed and executed. Attachments or certifications set forth as attachments or certifications, and Appendix A,B,C, D, and E contained in this documentation package shall be completed and originally executed. Failure to attach required documents is cause for disqualifications.

Use separate and additional pages to respond specifically to each Section, specifically Section 3 hereof, which sets for the criteria that the Township Committee will utilize in evaluating proposals and determining selection and appointment of the Township Municipal Court Judge. In the event that the proposal is being made by a law firm containing more than one person, the first page of the proposal, in the cover letter set forth shall also recite the name of the supervising attorney, if any, and the name of the attorney that the firm will assign to do the work of the Township of Mansfield.



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APPENDIX A

Date:

Township Committee
Township of Mansfield
100 Port Murray Rd.
Port Murray, NJ 07865

To Mayor and Township Committee:

The undersigned hereby submits the enclosed proposal for the position of Township Municipal Court Judge.

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

SIGNATURE

BUSINESS NAME

Type or Print Full Name

Title Date

Telephone Number

Email



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EXHIBIT B
CERTIFICATION OF INSURANCE

I hereby certify that I or my office carries insurance adequate to cover the Township of Mansfield and protect the Township for any error omission committed by the undersigned that creates liability to the Township. This includes error and omission policy and other type of policy whatsoever that can be utilized to protect the interests of Township of Mansfield. I have attached hereto copies of the declaration pages of each policy that I assert does or can protect the Township of Mansfield from any error, omission, or activity in which I or anyone from my office might engage on behalf of the Township of Mansfield.

I further certify that the policies of insurance that are carried by myself or my office shall continue to be carried during the entire term of my appointment as Township Municipal Court Judge for the years, 2024, 2025, and 2026m, in the event that me or my office is selected to service in that capacity. In the event that declarations pages(s) submitted herewith shows the policy or policies of insurance will lapse during the calendar year, I will provide to the Township a copy of the renewal policy declaration page. I further certify that the renewed policy shall have the same or greater limits of liability as the one provided for the calendar year 2024.

Certifying Official:

Name: _____

Title: _____

Signature: _____

Date: _____



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APPENDIX C
CONFLICT OF INTEREST CERTIFICATION

The undersigned certifies to the Township of Mansfield , County of Warren, State of New Jersey that in performing services to the Township he/she/they is/are aware of no circumstances that would constitute a conflict of interest, financial or otherwise, between himself/herself/them (or firm, if applicable) and the interest of the Township of Mansfield. The undersigned certifies that he/she/they has/have made a search of their firm's client base and has executed this certification subsequent to such search.

The undersigned acknowledges this is a continuing certification, and shall remain in effect for the term of the services contained in the request for proposal. I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are false, the Township is free to terminate any professional service agreement/appointment with undersigned and/ or his/her/ or their law firm.

Applicant Signature: _____

Typed Firm Name: _____

Title: _____

Date: _____



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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 _____



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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

