

Township of Cedar Grove
525 Pompton Ave. Cedar Grove
New Jersey 07009

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

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

Municipal Court Judge

ISSUE DATE:	July 17, 2024
DUE DATE:	August 7, 2024, 9:30 A.M, Office of the Township Clerk
OPENING OF PROPOSALS:	August 7, 2024, 10:00 AM
LOCATION:	Council Chambers, 525 Pompton Avenue Cedar Grove, New Jersey 07009

Township of Cedar Grove
525 Pompton Ave. Cedar Grove
New Jersey 07009

**2024 NOTICE FOR THE SOLICITATION OF QUALIFICATIONS FOR
PROFESSIONAL SERVICES UNDER A FAIR AND OPEN PROCESS**

NOTICE IS GIVEN that the Township of Cedar Grove is accepting sealed proposals for the following professional services for 2024:

Township Municipal Court Judge-Three (3) Year Term

Each proposal must be enclosed in a sealed envelope, bearing the name and address of the bidder and shall be submitted, in writing, to Dale A. Forde, Township Clerk, Township of Cedar Grove, 525 Pompton Avenue, Cedar Grove NJ, 07009 no later than 9:30 a.m., prevailing time on August 7, 2024, at which time they will be opened in public.

Respondent's must include their name, address, and the classification "Municipal Court Judge" 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 and time set forth herein, regardless of cause of delay, will not be accepted but will be returned unopened.

The RFP, including Proposal Forms, may be obtained from the Township's Clerk's Office at the Township of Cedar Grove at the above address during regular business hours, Monday through Friday, 8:30 a.m. though 4:30 p.m.

The Township of Cedar Grove hereby reserves its rights and does not have the obligation to interview any or all of the responders. The Township of Cedar Grove further has the right to request clarifying information subsequent to the submission of the proposal.

Prospective providers are required to comply with the requirements of **N.J.S.A. 10:5-31 et seq** and **N.J.A.C. 17:27**.

THIS PROPOSAL IS BEING SOLICITED THROUGH A FAIR AND OPEN PROCESS IN ACCORDANCE WITH N.J.S.A.19:44A-20.5 et seq.



Joseph M. Zichelli, Esq.
Township Manager

**SECTION 1
INTRODUCTION AND GENERAL INFORMATION**

1.1 Introduction and Purpose

The Township of Cedar Grove has issued this Request for Proposals for the Provision of Professional Services for Municipal Court Judge for a contract period beginning on September 23, 2024 and ending on September 22, 2027. 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 section based on the evaluation criteria set in the RFP. The Township is seeking Proposals from qualified individuals or firms. The Successful Respondent must be prepared to provide the professional services commencing on September 23, 2024.

1.2 Submission of Proposals, Time, and place

Proposals shall be submitted to the Township on or before Wednesday, August 7, 2024, at 9:30 a.m.

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.

Proposals shall be enclosed in an opaque, sealed envelope, marked with the name and address of the Respondent, directed to:

Township of Cedar Grove
Attn: Dale Ford, Township Clerk
525 Pompton Ave
Cedar Grove, New Jersey 07009

All Proposals submitted will be date and time-record by the Township upon receipt but will remain unopened until the time and date established for the Proposal Opening.

A Respondent may withdraw the proposal upon written application to the Township Clerk prior to the Opening of Proposals.

1.3 Procurement Process

The Professional Services being procured are exempt from bidding pursuant to N.J.S.A 40A:11-5(10)(a)(i). The Township is proceeding with the selection of a Successful Respondent pursuant to the fair and open process established herein.

The Proposals will be evaluated in accordance with Section 3.1 hereof, which will be applied in the same manner to each Respondent meeting the qualifications established 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 Intent

The Township of Cedar Grove, County of Essex, and State of New Jersey, intends to appoint and fill for the year 2024, 2025, and 2026, the position of the Township Municipal Court Judge of the Township of Cedar Grove. The effective date of the contract will be September 23, 2024.

The General Criteria articulated herein in Section III for the selection of the Township Municipal Court Judge have been specifically approved by the Township Council. Those criteria and the other requirements herein are intended to be non-restrictive for the purposes of obtaining participation of qualified professionals and uniformity in the matter 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 Council has been made by the execution of a memorializing resolution.

1.5 Anticipated Procurement Schedule

Issuance of RFP:	July 17, 2024
Receipt of Proposals Deadline:	August 7, 2024 at 9:30 AM
Opening of Proposals:	August 7, 2024 at 10:00 AM

1.6 Rights of 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 accordance with applicable law:

- A. To eliminate any Respondent who submits an incomplete or inadequate Proposal or is otherwise non-responsive.
- B. To reject any or all Proposals deemed to be non-responsive to the RFP.
- C. The supplement, amend, or otherwise modify the RFP.

- D. 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 includes discussions with contact persons of prior clients or regulatory agencies and to request additional information to support the information included in any Proposal.
- E. To decline to select a Successful Respondent or award a contract for any reason.
- F. To abandon this procurement process at the Township's convenience at any time for any reason.
- G. To select the Proposal that in the Township's sole judgement, best service the interest of the Township.
- H. 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 injections, examination, 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 Clerk. Written requests for an interpretation must be received five (5) days prior to the date fixed for the Receipt of Proposals. The Township's interpretation 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 inquires, shall not relieve the Respondent from any obligations and responsibilities related 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 legal 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.

SECTION 2 INSURANCE

This RFP is for the appointment of a professional with the Township of Cedar Grove. Each Respondent should have professionals' errors and omission insurance. Respondents shall provide a Certificate of Insurance as part of their Proposal including the policy Declarations Page showing the current protection.

During the term of the contract, it shall be the responsibility of the Respondent to provide the Township with additional Declarations Page as updated annually to be in compliance with this

section. Submission of proof of insurance is a continuing condition precedent to the services by the professional that received the appointment.

SECTION 3 PROFESSIONAL EVALUATION

3.1 General Criteria

All Proposals shall be evaluated using the following criteria:

- A. Professional qualifications.
- B. A minimum of 10 years' experience as a licensed attorney in good standing with the State of New Jersey Bar Association.
- C. Experience practicing in the municipal court.
- D. The ability to attend all sessions of the Cedar Grove Municipal Court.
- E. Compensation proposal in detail.
- F. Other factors if demonstrated to be in the best interest of the Township of Cedar Grove

3.2 Job Description

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

SECTION 5 PROPOSAL FORM

All Proposals submitted in response to the within RFP 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 RFP, the form of correspondence shall be fully completed and executed. Failure to attached the required documents is cause for disqualification.

Use separate and additional pages to respond specifically to each Section hereof, which sets the criteria that the Township Council will utilize in evaluating proposals and determining selection and appointment of the Township Cedar Grove Municipal Court Judge. In the event that the proposal us being made by a law firm containing more than one person, a second 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 perform the duties required for the Township Cedar Grove Municipal Court Judge.

**SECTION 6
SIGNATURE**

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

I/We affirm that the contents of this Proposal, included the state 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 with the express understanding that any false statement may result in the disqualification of the Proposal for which i/we submit this response.

Date:

Name:

Title:

Firm Name:

Township of Cedar Grove
525 Pompton Ave. Cedar Grove
New Jersey 07009

APPENDIX A

CERTIFICATION OF INSURANCE

I hereby certify that my office carries professional liability insurance adequate to cover the Township of Cedar Grove and to protect the Township from any error and omission policy and other type of policy whatsoever that can be utilized to protect the interests of the Township of Cedar Grove. I have attached hereto copies of the policy Declarations Page of each policy that I assert does or can protect the Township of Cedar Grove from any error, omission, or activity in which I or anyone from my office might engage on behalf of the Township of Cedar Grove.

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. In the event that the Declarations page submitted herewith have lapsed, I will provide an updated Declarations Page showing insurance is in place at the same or greater limits of liability.

Date:

Name:
Title:
Firm Name:

Township of Cedar Grove
525 Pompton Ave. Cedar Grove
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APPENDIX B
CONFLICT OF INTEREST CERTIFICATION

The undersigned certifies that in performing the services of Municipal Court Judge of the Township of Cedar Grove that I am aware of no circumstances that would constitute a conflict of interest, financial or personal, between myself or the firm, and the Township of Cedar Grove. The undersigned certifies that they have made a search of their firm's client base and have executed this Certification subsequent to such search.

The undersigned further acknowledges this is a continuing certification and shall remain in effect for the term of the services contained in this Proposal. I certify that the foregoing statements are true and that if any of the foregoing statements are false, I am subject to termination by the Township.

Date:

Name:

Title:

Firm Name:

Township of Cedar Grove
525 Pompton Ave. Cedar Grove
New Jersey 07009

NON-COLLUSION AFFIDAVIT

*PROCUREMENT AND SERVICE CONTRACTS
LANGUAGE "A"*

In the event that you or your firm is awarded this contract, our office upon award will send the necessary additional forms. These should be submitted within seven (7) working days of notification. (Bidders are required to comply with the requirements of N.J.S.A. 10:5-31 et seq., and N.J.A.C. 17:27-1.1 et seq.)

1. Does this contract have the potential of having a dollar value of \$17,500 or better?

- () Yes (If yes, complete #2)
() No (If no, no further documentation is required)

2. Does your company have a Federal Affirmative Action Plan Approval Letter?

- () Yes (If yes, submit a Photostat copy)
() No (If no, complete "A" below)

A. Does your company have a Certificate of Employee Information Report?

- () Yes (If yes, submit a Photostat copy)
() No (If no, complete "B")

B. If you do not have either the above-mentioned documents, an Affirmative Action Employee Information Report form (AA-302) will be returned to you/is included for your completion and submission to the State.

3. Each Contract over \$ 17,500 must also contain Language "A".

4. Are you a minority-owned business?

- () Yes () No

All successful vendors must submit one of the following forms of evidence:

1. Letter of Federal Approval OR 2. Certificate of Employee Information Report.

I certify that the above information is correct to the best of my knowledge.

Name: _____ Title: _____

Signature: _____ Date: _____

Contractor: Please complete and sign this form and return it with your contract or Bid Proposal.

AN EQUAL OPPORTUNITY EMPLOYER

Special Note: This questionnaire must be completed, signed and returned with your bid.

STANDARD BID DOCUMENT REFERENCE

Name of Form	DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN					
Statutory Reference	N.J.S.A. 52:32-55 et seq. N.J.S.A. 40A:11-2.1 N.J.S.A. 18A:18A-49.4					
Applicability		Y/N		Mandatory	Optional	N/A
	LPCL	Y	Goods and Services	X		
	PSCL	Y	Construction			X
Instructions Reference						
Description	P.L. 2012, c.25 prohibits the awarding of State and local public contracts for goods and services with persons or entities engaging in certain investment activities in energy or finance sectors of Iran. Prior to contract award, vendors and contractors must certify that neither they nor any parent entity, subsidiary, or affiliate is listed on the New Jersey Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List").					

The Certification form requires the insertion of contracting unit identification information which should be filled in (in italics on the form) prior to its use.

Disclosure of Investment Activities in Iran

Person or Entity

Part 1: Certification

COMPLETE PART 1 BY CHECKING **EITHER BOX.**

Pursuant to Public Law 2012, c. 25, any person or entity that is a successful bidder or proposer, or otherwise proposes to enter into or renew a contract, must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any parent entity, subsidiary, or affiliate is identified on the State Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The list is found on Treasury's website at www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf.

The Chapter 25 list must be reviewed prior to completing the below certification. If a vendor or contractor is found to be in violation of law, action may be taken as appropriate and as may 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.

I certify, pursuant to Public Law 2012, c. 25, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate thereof is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification below.

OR

I am unable to certify as above because the person or entity and/or a parent entity, subsidiary, or affiliate thereof is listed on the N.J. Department of the Treasury's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below sign and complete the Certification below.

Part 2: Additional Information

PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN.

You must provide a detailed, accurate and precise description of the activities of the person or entity, or a parent entity, subsidiary, or affiliate thereof engaging in investment activities in Iran below and, if more space is needed, on additional sheets provided by you.

Part 3: Certification of True and Complete Information

I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments there to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity.

*I acknowledge that the **Name of Contracting Unit** is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the **Reference to Contracting Unit** to notify the **Reference to Contracting Unit** in writing of any changes to the answers of information contained herein.*

*I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the **Name of Contracting Unit** and that the **Reference to Contracting Unit** at its option may declare any contract(s) resulting from this certification void and unenforceable.*

Full Name (Print)		Title	
Signature		Date	



CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS

Pursuant to N.J.S.A. 52:32-60.1, et seq. ([L. 2022, c. 3](#)) any person or entity (hereinafter "Vendor") that seeks to enter into or renew a contract with a State agency for the provision of goods or services, or the purchase of bonds or other obligations, must complete the certification below indicating whether or not the Vendor is identified on the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, available here: <https://sanctionssearch.ofac.treas.gov/>. If the Department of the Treasury finds that a Vendor has made a certification in violation of the law, it shall take any 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.

I, the undersigned, certify that I have read the definition of "Vendor" below, and have reviewed the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, and having done so certify:

(Check the Appropriate Box)

A. That the Vendor is not identified on the [OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus](#).

OR

B. That I am unable to certify as to "A" above, because the Vendor is identified on the [OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus](#).

OR

C. That I am unable to certify as to "A" above, because the Vendor is identified on the [OFAC Specially Designated Nationals and Blocked Persons list](#). However, the Vendor is engaged in activity related to Russia and/or Belarus consistent with federal law, regulation, license or exemption. A detailed description of how the Vendor's activity related to Russia and/or Belarus is consistent with federal law is set forth below.

(Attach Additional Sheets If Necessary.)

Signature of Vendor's Authorized Representative

Date

Print Name and Title of Vendor's Authorized Representative

Vendor's FEIN

Vendor's Name

Vendor's Phone Number

Vendor's Address (Street Address)

Vendor's Fax Number

Vendor's Address (City/State/Zip Code)

Vendor's Email Address

ⁱ Vendor means: (1) A natural person, corporation, company, limited partnership, limited liability partnership, limited liability company, business association, sole proprietorship, joint venture, partnership, society, trust, or any other nongovernmental entity, organization, or group; (2) Any governmental entity or instrumentality of a government, including a multilateral development institution, as defined in Section 1701(c)(3) of the International Financial Institutions Act, 22 U.S.C. 262r(c)(3); or (3) Any parent, successor, subunit, direct or indirect subsidiary, or any entity under common ownership or control with, any entity described in paragraph (1) or (2).

Township of Cedar Grove
525 Pompton Ave. Cedar Grove
New Jersey 07009

APPENDIX E
AMERICANS WITH DISABILITY ACT
EQUAL OPPORTUNITY FOR INDIVIDUALS WITH DISABILITIES

(REVISED 4/10)

EXHIBIT A

**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, 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 will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter 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 meet targeted county employment goals established in accordance with 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, and labor unions, that it does not discriminate on the basis of age, race, 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 targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender

EXHIBIT A (Cont)

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 AA301 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance 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 Division of Public contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C.17:27.**

AMERICANS WITH DISABILITIES
Equal Opportunity for Individuals with Disability.

The CONTRACTOR and the Township of Cedar Grove (hereinafter the "Township") do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "ACT") 42 U.S.C. §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 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 Township in any action or administrative proceeding commenced pursuant to this Act. The CONTRACTOR shall indemnify, protect, and save harmless the Township, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The CONTRACTOR shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the Township 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 proceedings is brought against the Township or any of its agents, servants, and employees, the Township shall expeditiously forward or have forwarded to the CONTRACTOR every demand, complaint, notice, summons, pleading, or other process received by the Township or its representatives.

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

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

**TOWNSHIP OF CEDAR GROVE
RFP FOR MUNICIPAL COURT JUDGE
PROPOSAL FORM**

Name: _____

Address: _____

Phone Number: Fax Number: _____

Print Name: _____ Title: _____

The undersigned declares that he/she has read the Notice, Instructions, Affidavits and Scope of Services attached, that he/she has determined the conditions affecting the proposal and agrees, if this proposal is accepted, to furnish and deliver the services per this proposal form and the attached schedule of fees for this contract.

Respondents are asked to provide fees or a compensation schedule that describes the basis for billing services for each discrete service item to be offered by successful respondents as well as hourly or per diem fees for other services or types of activities. Please note if additional sheets have be attached.

Hourly Rate for Providing Services Outlined Herein:

Hourly Rate for Additional Services/Personnel:

Brief description of appraisal background such as date of licensure, size of staff, and any affiliations. Please note if additional sheets have been attached.

Name, title, address, email address, and phone number of individual(s) to be assigned as the Township Municipal Court Judge: Please note if additional sheets have been attached.

Description of the professional achievements of the principal who would be assigned to the Township as its account Successful Bidder such as educational background, licenses, number of clients handled, and number of years as an appraisal Successful Bidder. Resumes or summarized credentials may be attached. Please note if additional sheets have been attached.

Provide a list of New Jersey public sector entities for which your firm has provided similar services to those contained herein, including name, title, and phone number of the appropriate contact person within the entity. Please note if additional sheets have been attached.

The applicant may submit any supplemental information it deems important to the evaluation of his proposal and the reason why it should be considered in the overall evaluation of the proposal. Please note if additional sheets have been attached.

Date:

Signature of Authorized Agent