

# Requests for Qualifications and Proposals Vacant and Abandoned Property Services

Being accepted by

Township Clerk  
Fairfield Township  
P.O. Box 240  
70 Fairton-Gouldtown Road  
Fairton, New Jersey 08320  
(856) 451 - 9284, extension 302

Day	Date	Time
<b>Wednesday</b>	June 27, 2018	11:00 a.m.

**SOLICITATION OF QUALIFICATIONS AND PROPOSALS  
FOR VACANT AND ABANDONED PROPERTY SERVICES  
FAIRFIELD TOWNSHIP**

Notice is hereby given that pursuant to the provisions of N.J.S.A. 19:44A-20.4 (New Jersey Pay to Play Law), and N.J.S.A. 40A:11-4.5 (New Jersey Local Public Contracts Law) the Township of Fairfield, County of Cumberland and State of New Jersey is seeking proposals for the following professional services:

1. Vacant and Abandoned Property Services

This "Request for Proposals" (RFP) is on file and available in the Township Clerk's Office, 70 Fairton-Gouldtown Road, Fairton, New Jersey 08320 and posted on the Township Web Site at [www.fairfieldtownshipnj.org](http://www.fairfieldtownshipnj.org)

All business entities are advised of their responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to NJSA 19:44A-20.27 if they receive contracts in excess of \$50,000 from public entities in a calendar year. Business entities are responsible for determining if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at [www.elec.nj.us](http://www.elec.nj.us).

**"Sealed" proposals must be received by the Township Clerk no later than 11:00 am on Wednesday, June 27, 2018 at the address referenced above.**

Linda M. Gonzales, RMC  
Municipal Clerk

**REQUEST FOR QUALIFICATIONS AND PROPOSALS  
FOR VACANT AND ABANDONED PROPERTY SERVICES  
FAIRFIELD TOWNSHIP**

**I. PURPOSE AND INTENT**

Through this Request for Proposal and Qualifications (RFQ) (RFP), the Township of Fairfield (hereinafter the "Township" seeks to engage a vendor as Professional Consultant for a twenty-four (24) consecutive month contract commencing on or about August 1, 2018 or upon appointment, whichever is later. This contract will be awarded through a fair and open process pursuant to N.J.S.A. 19:44A-20 et seq., and N.J.S.A. 40A:11-4.5 (New Jersey Local Public Contracts Law).

**II. PROPOSAL SUBMISSION**

- 1) An original and six (6) additional copies of the proposal shall be submitted in a sealed envelope and must be marked with the "**Vacant and Abandoned Property Services**" and addressed to:

Linda M. Gonzales, RMC, Township Clerk  
Township of Fairfield  
P.O. Box 240  
70 Fairton-Gouldtown Road  
Fairton, New Jersey 08320

- 2) **The sealed proposal must be received no later than Wednesday, June 27, 2018 at 11:00 am prevailing time.**

**Faxed proposals will NOT be accepted**

- 3) All document/information submitted in response to this solicitation shall be available to the general public as required by the New Jersey Open Public Records Act N.J.S.A. 47:1A-1 et seq.

The Township will not be responsible for any costs associated with the oral or written and/or presentation of the proposals. The Township reserves the right to reject any and all proposals, with or without cause, and waive any irregularities or informalities in the proposals. The Township further reserves the right to make such investigations as it deems necessary as to qualifications of any and all vendors submitting proposals. In the event that all proposals are rejected, the Township reserves the right to re-solicit proposals.

### III. **MINIMUM REQUIREMENTS**

Minimum Qualifications; please see **Exhibit A** for specifics. However, all applicants need to provide the following contained in Section IV.

### IV. **MANDATORY CONTENTS OF PROPOSAL**

#### **Definitions**

While an applicant does not have to match each item exactly, the following is what is generally meant when used in this RFP.

- **Scope:** Magnitude of the project, and value of the contract.
- **Size:** When used in this context refers to such things as: budget, miles of roads, number of employees, acres of recreation areas, size of municipal bonds, population, number of homes.
- **Similar:** Refers to such things as towns that have areas of dense suburban development, have areas of non-dense woodlands, have large recreation complexes, contain streams and lakes, contain federally regulated wetlands and have commercial areas.

**REQUEST FOR QUALIFICATIONS AND PROPOSALS  
FOR VACANT AND ABANDONED PROPERTY SERVICES  
FAIRFIELD TOWNSHIP**

All proposals for Vacant and Abandoned Property Services Contract shall include, at a minimum, the following information and documentation:

1. Names and roles of the individuals who will perform the task and a description of their experience with projects similar to the matter being advertised.
2. A list of references with addresses and telephone contact numbers in addition to verifiable records of successes.
3. Description of ability to provide the services in a timely manner, including staffing, familiarity with the nature of services and location/business address of key staff.
  - a. An executive summary of not more than two pages, identifying and substantiating why the vendor is qualified to provide the requested services.
  - b. A staffing plan listing those persons who will be assigned to the engagement if the vendor is selected, including the designation of the person who would be the vendor's officer responsible for all services required under the engagement. This portion of the proposal should include the relevant resume information for the individuals who will be assigned. This information should include, at a minimum, a description of the person's relevant professional experience, years and type of experience, and number of years with the vendor.
4. Fee schedule for the twenty-four (24) consecutive month contract, detailing hourly rates, if applicable, for all staff that will be or will potentially be assigned, plus any other charges for services not reflected on the hourly fee schedule, i.e. mileage, postage, photocopying. Fee schedule shall contain the monthly retainer for services, if specified in the **Basic Criteria - See Exhibit A.**
5. Contracts will be awarded on the basis of qualification, cost of services, and proposal deemed most advantageous to the Township of Fairfield. The cost of services will be a consideration. However, the qualifications to perform the required services will carry substantial weight in the decision-making process.
6. Individuals/firms appointed to provide a professional service will be required to supply, at the time of contract execution, the following:

**a. Insurance Requirements for Contractors**

Before commencing the contract work, and as a condition precedent for payment, the Contractor shall purchase and maintain insurance, in conformance with the provisions contained in this contract. This insurance will provide a defense and indemnify the Township of Fairfield against any such claim, damage, loss or expense that is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use, which arises out of the Contractor's operations under this contract. This insurance shall apply regardless of whether the operations, actions, derelictions or failures to act from which the claim arises, are attributable to the Contractor, any of its consultants, officers, agents, subcontractors, employees, anyone directly or indirectly employed by any of them including anyone for whose acts of the aforementioned may be liable by operation of statute, government regulation, or applicable case law or the Township of Fairfield, unless caused by the sole negligence of the Township.

Proof of this insurance shall be provided to the Township before the work commences as set forth below. In no event shall the failure to provide this proof, prior to the commencement of the work, be deemed a waiver by Township of the Contractor's insurance obligations set forth herein. In the event that the insurance company (ies) issuing the policy (ies) required by this contract deny coverage to the Township, the Contractor will defend and indemnify the Township at the Contractor's expense. If the Contractor subcontracts any of the work, these Insurance Requirements will also apply to any Subcontractor.

**Minimum Limits of Liability**

The Contractor must obtain the required insurance with the carrier rated A- VII or better by A.M. Best. The Contractor shall maintain at least the limits of liability as set forth below:

**Commercial General Liability Insurance**

\$ 1,000,000 Each Occurrence (Bodily Injury and Property Damage)

\$ 2,000,000 General Aggregate

\$ 2,000,000 Product/Completed Operations Aggregate

\$ 1,000,000 Personal and Advertising Injury.

Contractual Liability that will respond to indemnification clause in this contract shall be included in the policy.

**Comprehensive Automobile Liability Insurance**

\$ 1,000,000 Combined Single Limit Bodily Injury and Property Damage.

Coverage must include all owned, non-owned and hired vehicles used by the Contractor.

**Workers' Compensation and Employers' Liability Insurance**

Coverage A- Statutory

Coverage B- Employers Liability

\$ 500,000 Each Accident

\$ 500,000 Each Employee for Injury by Disease

\$ 500,000 Aggregate for Injury by Disease.

If the Contractor is a Sole Proprietor, Partnership or LLC, Insurance Policy and Certificate must indicate that the proprietor/partners/members are included.

**Umbrella**

\$ 1,000,000 per Occurrence

\$ 1,000,000 Aggregate.

Contractual Liability will apply on the same basis as the primary insurance.

**Professional Liability (Malpractice)**

\$ 1,000,000 per Claim/Incident

\$ 1,000,000 Aggregate

Contractual Liability that will respond to the indemnification clause in this contract shall be included in the policy.

**Additional Insured Status and Certificate of Insurance**

Township, along with its elected or appointed officials, officers, agents and employees, shall be named as Additional Insureds on the Contractor's Commercial General Liability and Umbrella Liability policies which must be primary and noncontributory with respect to the Additional Insureds.

It is expressly understood by the parties to this contract that it is the intent of the parties that any insurance obtained by the Township is deemed excess, non-contributory and not co-primary in relation to the coverage(s) procured by the Contractor, any of its consultants, officers, agents, subcontractors, employees or anyone directly or indirectly employed by any of them or by anyone for whose acts any of the aforementioned may be liable by operation of statute, government regulation or applicable case law.

A Waiver of Subrogation Clause shall be added to the General Liability and Automobile Liability policies in favor of the Township, and this clause shall apply to the Township's board members, officers, agents and employees. It should also apply to the Contractor's Workers' Compensation policy if allowed by state law.

Prior to commencement of work, Contractor shall submit a Certificate of Insurance in favor of the Township and an Additional Insured Endorsement (in a form acceptable to the Township) as required hereunder.

**No Limitation on Liability**

In any and all claims against the Additional Insureds by any employee of the Contractor, anyone directly or indirectly employed by the Contractor or anyone for whose acts the Contractor may be liable, the indemnification obligation shall not be limited by any limitation on the amount or type of damage, compensation or benefits payable by or for the Contractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

**Cancellation, Renewal and Modification**

The Contractor shall maintain in effect all insurance coverages required under this contract at the Contractor's sole expense and with insurance companies acceptable to the Township. In the event the Contractor fails to obtain or maintain any insurance coverage required under this contract, the Township may, at its sole discretion, purchase such coverage as desired for the Township's benefit and charge the expense to the Contractor, or, in the alternative, terminate this contract. In the event any coverage is cancelled or non-renewed, the insurance company will provide the Township 30 days advance notice of the cancellation or non-renewal.

**Continuation of Coverage**

The Contractor shall continue to carry Completed Operations Liability Insurance for at least three years after either ninety (90) days following Substantial Completion of the Work or final payment to the Contractor, whichever is later. The Contractor shall furnish the Township evidence of such insurance at final payment and in each successive year during which the insurance coverage must remain in effect.

**Acknowledgment of Referral of this Provision to Contractor's Insurance Agent or Broker**

The Contractor represents that he has provided a copy of these Insurance Requirements to his insurance agent and / or broker, and that Contractor has instructed the agent / broker to provide insurance in full compliance with the terms and conditions herein. The Township and Contractor hereby acknowledge that these Insurance Requirements are considered a material term of their contract.

Township of Fairfield

Name of Contractor \_\_\_\_\_

\_\_\_\_\_  
On Behalf of the Township

\_\_\_\_\_  
On Behalf of the Contractor



This document has important legal and insurance consequences, and it is not intended as a substitute for competent professional service and advice. Consultation with an attorney and an insurance adviser is encouraged with respect to its completion or modification. Federal, State and Local laws and regulations may vary with respect to the applicability and/or enforceability of specific provisions in this document.

b. **Affirmative Action Certification See attached Exhibit B**  
Goods, Professional Service Contracts

Each contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract (professional services), one of the following three documents:

- i. A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter); or
- ii. A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4; or
- iii. A photocopy of an Employee Information Report (Form AA 302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

c. **Employee Information Report.** Provide the Township of Fairfield with a Copy of letter of Federal Approval or Certificate of Employee Information Report or complete Form AA302.

d. **New Jersey Business Registration.** Provide the Township of Fairfield with a copy of your New Jersey Business Registration Certification.

e. **Hold Harmless Agreement.** Execute a Hold Harmless Agreement against the Township of Fairfield.

The Consultant shall defend, indemnify and hold Owner and their officers, directors and employees harmless from and against all damages, losses, judgments arising from any claims by third parties, including reasonable attorney's fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Consultant, its sub-consultants or employees, and/or a breach of a mutually agreed contractual obligation extending outside the standard of care, and arise under this Agreement.

f. **Pay to Play.** Starting in January, 2007, business entities are advised of their responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27 if they receive contracts in excess of \$50,000 from public entities in a calendar year.

Business entities are responsible for determining if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at [www.elec.state.nj.us](http://www.elec.state.nj.us).

7. If the vendor or any principal therein has been subject to any professional disciplinary action over the last three years, the bidder must provide a description of the litigation and/or disciplinary action.
8. In its proposal, the vendor must identify any existing or potential conflicts of interest, and disclose any representation of parties or other relationships that might be considered a conflict of interest with regard to this engagement or the Township.
9. The vendor must submit a completed Business Entity Disclosure Certification form with said proposal. Failure to submit this completed form will cause the Vendor's proposal to be disqualified without evaluation. **See attached Exhibit C**
10. The vendor must submit a completed Stockholder Disclosure Certification. Failure to submit this completed form will cause the Vendor's proposal to be disqualified without evaluation. **See attached Exhibit D**
11. The vendor must submit a completed Americans With Disabilities Act. Failure to submit this completed form will cause the Vendor's proposal to be disqualified without evaluation. **See attached Exhibit E**
12. The vendor must submit a completed a Non-Collusion Affidavit. **See attachment**
13. The vendor must submit a completed Play to Pay Law Certification **See attachment**
14. The checklist, affidavits notices and like presented at the end of this Request for Proposal are a part of this Request for Proposal and shall be completed and submitted as part of this proposal.
15. **All proposals are to be submitted to the Township Clerk no later than Wednesday, June 27, 2018, 11:00 a.m. Proposals received after this deadline will not be considered. One original and six (6) copies of each proposal must be submitted in a sealed envelope with "Vacant and Abandoned Property Services" noted on the envelope.**

**EXHIBIT A**

**REQUEST FOR QUALIFICATIONS AND PROPOSALS  
FOR VACANT AND ABANDONED PROPERTY SERVICES  
FAIRIFIELD TOWNSHIP**

**BASIC CRITERIA**

**BACKGROUND**

The Township of Fairfield contains numerous vacant and abandoned properties (herein after referred to as VAPs). The Township seeks to obtain services for the enforcement of ordinances related thereto and administration of vacant and abandoned properties.

**REQUIRED SERVICES/DOCUMENTS**

The Township requires the following services for vacant and abandoned properties. Any variation from these requirements must be noted on the attached proposal form.

1. Assess status of current Vacant and Abandoned Properties (“VAP”) Program. Review and recommend lawful revisions/updates to current VAP and related ordinances and policies for appropriate consideration for adoption by the governing body to provide more tools and stronger enforcement capabilities to the VAP Unit.
2. Describe the training you will provide to staff in all key functions of running a VAP Program, including collaboration with the Public Officer in oversight of the program, as well as on-site and other types of training for Code Enforcement Professionals and administrative personnel.
3. Describe the anticipated labor contribution needed from the township, the timeline in which you will need this labor, and how long it will take to train municipal employees in the relevant areas. If you can bring in qualified personnel to assist you instead of training township employees, please describe that process and the additional cost to the Township of Fairfield.
4. Development of a Registry that includes key data about each VAP, as well as contact information for parties responsible for that property (either as owner/preservation company representative, creditor etc.)
5. Describe your ability to assist the Township with vacant and abandoned commercial properties and vacant lots, and whether this assistance would be covered under the terms of this VAP Program engagement or a separate agreement.

6. Assessment of Township's Vacant and Abandoned Properties with no identifiable owner or creditor, provide recommendations as to how the Township should proceed with individual Vacant and Abandoned Properties and whether to employ tax lien sales, rehabilitation efforts, or sell those properties to developers with an approved plan to renovate, or some combination of all of these options.
7. Describe creation and implementation of system whereby individuals can notify the Township of potential Vacant and Abandoned Properties that ensures an efficient response.
8. Describe your capability to provide investigative services to assist the Township with VAPs where the owner or creditor cannot be easily found, particularly, can you provide assistance with getting information, both in-state and out of state individuals, companies and corporations, including but not limited to, LLC creditors/owners, preservation companies, financial institutions, etc.
9. Describe your process for identifying the location of, and providing notice to owners and creditors of, Vacant and Abandoned Properties.
10. Please describe your capabilities for providing administrative and evaluation services, such as developing reports that track and analyze the success of the VAP Program.
11. Provide Financial Services related to Vacant and Abandoned Properties, including tracking all monies received from Vacant and Abandoned Properties and maintaining that information in an easily accessible form.
12. Describe your compensation over the twenty-four (24) consecutive month term of the contract, as well as changes to compensation should the Township choose to renew the contract, including any discounts or relevant factors in the pricing.

**Please discuss any additional services your firm can offer that relate to the implementation of this Vacant and Abandoned Property Program, preventing abandonment of homes, or resale of formerly abandoned homes, and describe the compensation for these services and their pricing if they are not included elsewhere in your response to this RFP.**

**EXHIBIT B**

**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 contractors 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, 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 sq., 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 afford equal employment opportunities to minority and women workers consistent with Good faith efforts to meet targeted Township employment goals established in accordance with N.J.A.C. 17:27-5.2, or Good faith efforts to meet targeted township 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 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 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 with 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 (3) documents:

Letter of Federal Affirmative Action Plans Approval

Certificate of Employee Information Report

Employee Information Report Form AA302

The contractor and its subcontractors shall furnish such reports or other documents to the Division of 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**

**EXHIBIT C**

**BUSINESS ENTITY DISCLOSURE CERTIFICATION  
FOR ALTERNATIVE AND OPEN CONTRACTS  
Required Pursuant To N.J.S.A. 19:44A-20.8**

**FAIRFIELD TOWNSHIP**

**Part I - Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that \_\_\_\_\_ has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding January 1, 2018 to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the Township of Fairfield as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

Benjamin Byrd, Sr.	
Tommy Clark, Jr.	
David Gonzalez	
Bernard A. Manson	
Marvin Pierce, Jr.	

**Part II - Ownership Disclosure Certification**

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

**Check the box that represents the type of business entity:**

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

Name of Stock or Shareholder	Home Address

**Part III - Signature and Attestation:**

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: \_\_\_\_\_

Signature of Affiant: \_\_\_\_\_ Title: \_\_\_\_\_

Printed Name of Affiant : \_\_\_\_\_ Date: \_\_\_\_\_

Subscribed and sworn before me this \_\_\_\_\_ day of

\_\_\_\_\_, 2\_\_\_\_.

\_\_\_\_\_  
(Witnessed or attested by)

My Commission expires:

\_\_\_\_\_  
(Seal)



**BUSINESS ENTITY DISCLOSURE CERTIFICATION**  
**FOR NON-FAIR AND OPEN CONTRACTS**  
Required Pursuant To N.J.S.A. 19:44A-20.8  
**FAIRFIELD TOWNSHIP**

The following is statutory text related to the terms and citations used in the Business Entity Disclosure Certification form.

**“Local Unit Pay-To-Play Law” (P.L. 2004, c.19, as amended by P.L. 2005, c.51)**

**19:44A-20.6 Certain contributions deemed as contributions by business entity.**

5. When a business entity is a natural person, a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity.

**19:44A-20.7 Definitions relative to certain campaign contributions.**

6. As used in sections 2 through 12 of this act:

“business entity” means any natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of this State or of any other state or foreign jurisdiction;

“interest” means the ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit, as appropriate;

**Temporary and Executing**

12. Nothing contained in this act shall be construed as affecting the eligibility of any business entity to perform a public contract because that entity made a contribution to any committee during the one-year period immediately preceding the effective date of this act.

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**The New Jersey Campaign Contributions and Expenditures Reporting Act (N.J.S.A. 19:44A-1 et seq.)**

**19:44A-3 Definitions.** In pertinent part...

p. The term "political party committee" means the State committee of a political party, as organized pursuant to R.S.19:5-4, any county committee of a political party, as organized pursuant to R.S.19:5-3, or any municipal committee of a political party, as organized pursuant to R.S.19:5-2.

q. The term "candidate committee" means a committee established pursuant to subsection a. of section 9 of P.L.1973, c.83 (C.19:44A-9) for the purpose of receiving contributions and making expenditures.

r. the term "joint candidates committee" means a committee established pursuant to subsection a. of section 9 of P.L.1973, c.83 (C.19:44A-9) by at least two candidates for the same elective public offices in the same election in a legislative district, county, municipality or school district, but not more candidates than the total number of the same elective public offices to be filled in that election, for the purpose of receiving contributions and making expenditures. For the purpose of this subsection: ...; the offices of member of the board of chosen freeholders and county executive shall be deemed to be the same elective public offices in a county; and the offices of mayor and member of the municipal governing body shall be deemed to be the same elective public offices in a municipality.

**19:44A-8 and 16 Contributions, expenditures, reports, requirements.**

*While the provisions of this section are too extensive to reprint here, the following is deemed to be the pertinent part affecting amounts of contributions:*

“The \$300 limit established in this subsection shall remain as stated in this subsection without further adjustment by the commission in the manner prescribed by section 22 of P.L.1993, c.65 (C.19:44A-7.2)

| <b>STANDARD BID DOCUMENT REFERENCE</b> |                                                                |
|----------------------------------------|----------------------------------------------------------------|
|                                        | <b>Reference: VII-C</b>                                        |
| Name of Form:                          | <b>STOCKHOLDER DISCLOSURE CERTIFICATION</b>                    |
| Statutory Reference:                   | N.J.S.A. 52:25-24.2 (P.L. 1977, c.33)                          |
| Instructions Reference:                | Statutory and Other Requirements VII–C                         |
| Description:                           | Meets statutory criteria for disclosure of bidder's ownership. |

No corporation or partnership shall be awarded any contract for the performance of any work or the furnishing of any materials or supplies, unless, prior to the receipt of the bid or accompanying the bid 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 more of its stock of any class, or of all individual partners in the partnership who own a ten (10) percent or greater interest therein. Form of Statement shall be completed and attached to the bid proposal.

The Attorney General has concluded that the provisions of N.J.S.A. 52:25-24.2, in referring to corporations and partnerships, are intended to apply to all forms of corporations and partnerships, including, but not limited to, limited partnerships, limited liability corporations, limited liability partnerships, and Subchapter S corporations.

Bidders are required to disclose whether they are a partnership, corporation or sole proprietorship. The Stockholder Disclosure Certification form shall be completed, signed and notarized. Failure of the bidder to submit the required information is cause for automatic rejection of the bid.

**EXHIBIT D**

**STOCKHOLDER DISCLOSURE CERTIFICATION  
This Statement Shall Be Included with Bid Submission**

**Name of Business** \_\_\_\_\_

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

**OR**

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

If a corporation owns all or part of the stock of the corporation or partnership submitting the bid, then the statement shall include a list of the stockholders who own 10% or more of the stock of any class of that owning corporation. If no one owns 10% or more stock, attest to that.

**Check the box that represents the type of business organization:**

Partnership  
Proprietorship

Corporation

Sole

Limited Partnership  
Partnership

Limited Liability Corporation

Limited Liability

Subchapter S Corporation

Other

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

**Date Incorporated:** \_\_\_\_\_ **Where Incorporated:** \_\_\_\_\_

**Business Address**

**Street Address:** \_\_\_\_\_ **City** \_\_\_\_\_ **State** \_\_\_\_\_ **Zip** \_\_\_\_\_

**Telephone:** \_\_\_\_\_ **Fax:** \_\_\_\_\_ **Email:** \_\_\_\_\_

**Sign and notarize the form below, and, if necessary, complete the stockholder list below.**

Stockholders:

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Home Address: \_\_\_\_\_

Home Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Home Address: \_\_\_\_\_

Home Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Home Address: \_\_\_\_\_

Home Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Subscribed and sworn before me this \_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
(Affiant)

(Notary Public)

\_\_\_\_\_  
(Print name & title of affiant)

My Commission expires:

(Corporate Seal)

## EXHIBIT E

### **AMERICANS WITH DISABILITIES ACT OF 1990 Equal Opportunity for Individuals with Disability**

The contractor and the Township of Fairfield, (hereafter “owner) do hereby agree that the provisions of Title 11 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 regulations promulgated pursuant there unto, 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 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 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 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 the Agreement or otherwise at law.

**NON-COLLUSION AFFIDAVIT**

STATE OF NEW JERSEY  
TOWNSHIP OF FAIRFIELD, CUMBERLAND COUNTY

ss:

I am \_\_\_\_\_

Of the Firm of

\_\_\_\_\_  
\_\_\_\_\_

UPON MY OATH, I DEPOSE AND SAY:

1. That I executed the said proposal with full authority so to do;
2. That this proposer has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of fair and open competition in connection with this engagement;
3. That all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the Township of Fairfield 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 engagement; and
4. That no person or selling agency has been employed to solicit or secure this engagement agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial of selling agencies of the proposer.

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

\_\_\_\_\_  
(Type or print name of Affiant under signature)

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2018

Notary Public of

My Commission Expires: \_\_\_\_\_ 20 \_\_\_\_\_

**PAY - TO - PLAY- LAW**

**CERTIFICATION BY A BUSINESS ENTITY OR INDIVIDUAL THAT HAS NOT MADE A CONTRIBUTION THAT WOULD BAR AWARD OF A CONTRACT FOR OVER \$17,500 UNLESS AWARDED PURSUANT TO A "FAIR AND OPEN" PROCESS**

**(TO BE ATTACHED TO BID SPECIFICATIONS AND PROPOSALS FOR CONTRACTS HAVING ESTIMATED VALUE IN EXCESS OF \$17,500 UNLESS "FAIR AND OPEN" PROCESS IS FOLLOWED)**

\_\_\_\_\_  
(Name of Business Entity or Individual)

Seeks to be awarded a contract by Fairfield Township and hereby certifies under penalty of perjury that such entity or individual has not made and will not make any contribution(s) that would bar the award of a contract pursuant to an act concerning campaign contributions by certain business entities seeking or hold a municipal contract (the New Jersey "Pay to Play Law"). This certification is made and submitted in fulfillment of the requirement of N.J.S.A. 19:44A-20.8 of the Pay – to –Play Law which reads as follows:

Prior to awarding any contract, except a contract that is awarded pursuant to a fair and open process, a State agency in the Legislative Branch, a county or a municipality shall require the business entity to which the contract is to be awarded to provide a written certification that it has not made a contribution that would bar the award of a contract pursuant to this act.

Said business entity or individual has not made (and will not make) prior to January 1, 2018, and will not make during the term of this contract, reportable contributions (currently) those in excess of \$300.00 per N.J.S.A. 19:44A-8.d and N.J.A.C. 19:25-10.2, et seq.) to any municipal committee of a political party in Fairfield Township if a member of that political party is serving in an elective public office in Fairfield Township when the contract is awarded, or to any candidate committee of any person serving in an elective public office of Fairfield Township when the contract is awarded.

I hereby certify that all of the foregoing statements made by me are true; I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Dated: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_



**REQUEST FOR PROPOSAL**

**CHECKLIST**

**THIS CHECKLIST MUST BE COMPLETED AND SUBMITTED WITH YOUR PROPOSAL**

Please initial below, indicating that your proposal includes the itemized document.

**A PROPOSAL SUBMITTED WITHOUT THE FOLLOWING DOCUMENTS IS CAUSE FOR REFUSAL**

|                                                                                                                                                     | <b>INITIAL BELOW</b> |
|-----------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|
| A. An original with six (6) signed copies of your complete proposal                                                                                 | _____                |
| B. Non-Collusion Affidavit properly signed and notarized                                                                                            | _____                |
| C. Public Disclosure Statement properly signed, notarized, listing the names of all persons owning ten (10) percent or more of the proposing entity | _____                |
| D. Authorized signature on all forms.                                                                                                               | _____                |
| E. Business Registration Certificate(s)                                                                                                             | _____                |
| F. Americans with Disabilities Form                                                                                                                 | _____                |
| G. Pay-to-Play Certification                                                                                                                        | _____                |

**Note: N.J.S.A. 52:32-44 provides that the Township shall not enter into a contract for goods or services unless the other party to the contract provides a copy of its business registration certificate for the State of New Jersey, and the business registration certificate of any subcontractors, at the time that it submits its proposal. The contracting party must also collect the state use tax where applicable.**

**THE UNDERSIGNED HEREBY ACKNOWLEDGES  
THE ABOVE LISTED REQUIREMENTS**

NAME OF PROPOSER:

\_\_\_\_\_  
Person, Firm or Corporation

\_\_\_\_\_  
BY: (NAME) (TITLE)