

**TOWNSHIP OF ROBBINSVILLE**

**MERCER COUNTY**

**NEW JERSEY**

CONTRACT NAME: *PUBLIC DEFENDER*

**THE HONORABLE DAVID FRIED, MAYOR**  
**ROBBINSVILLE TOWNSHIP COUNCIL**

**RONALD C. WITT, Jr., COUNCIL PRESIDENT**

**Sheree McGowan**  
**Vince J. Calcagno**

**Christine Ciaccio**  
**Dan Schuberth**

**BUSINESS ADMINISTRATOR**  
**Joy Tozzi**

**DIRECTOR OF ECONOMIC & COMMUNITY DEVELOPMENT**  
**Timothy F. McGough, P.E.**

**TOWNSHIP CLERK**  
**Michele Seigfried**

**CHIEF FINANCIAL OFFICER**  
**Deborah Bauer**

**TOWNSHIP ATTORNEY**  
**Mark Roselli, Esq.**

**CONSULTANT:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

\_\_\_\_\_

**TEL. NO.** \_\_\_\_\_

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## NOTICE OF REQUEST FOR PROPOSALS/QUALIFICATIONS

The Township of Robbinsville invites proposals for:

### PUBLIC DEFENDER

Proposals will be opened and read in public for consideration by the Township of Robbinsville, 2298 Route 33, Administration Conference Room, Robbinsville, New Jersey 08691 on *Wednesday, December 14, 2016, at 10:00a.m. prevailing time.* All proposals shall be received at the Township of Robbinsville's Administrative Offices, 2298 Route 33, Robbinsville, New Jersey 08691 any time prior to *10 a.m.* Proposals arriving after *10 a.m.* will not be accepted.

All proposals shall be presented to the Township of Robbinsville by parties proposing or their agents previous to the time designated, or when called for by the Township of Robbinsville.

Specifications are on file and may be examined at Office of the Township Administrator during regular business hours (8:30 a.m. to 4:30 p.m.) Monday through Friday, 2298 Route 33, Robbinsville, NJ. Copies of the specifications may be obtained from the Administrator at no cost. Should a bidder(s) request the bid documents to be mailed, said bidder(s) shall be assessed a shipping charge the amount which to be determined by the Township Administrator at the time of such request. The Township Administrator can be contacted at (609) 918-002 x 100. If you are interested in downloading the Proposal Specifications, please go to the website <http://www.robbinsville-twp.org> and click on "*Robbinsville Township RFP's*". You may download the specifications for free.

**Proposals shall be made on the standard proposal form and be enclosed in a sealed envelope addressed to the Township Administrator at the above address. The name and address for the Consultant and the name of the proposal must be printed on the face of the envelope. Proposal package should not be disassembled or duplicated. One original and four copies of the proposal must be submitted. Proposals will be rejected if not submitted within time, date and at place designated.**

In all cases, in which a proposal is delivered by public or private mailing, or hand delivered, the following address and notation shall appear prominently on the front of the outside envelope:

PUBLIC DEFENDER  
Attn: Township Administrator  
Township of Robbinsville  
2298 Route 33  
Robbinsville, NJ 08691

The proposal document shall be placed in an inside envelope which shall have the following endorsement in the upper right corner of the envelope:

Proposal for: PUBLIC DEFENDER  
Proposal opening date: Wednesday, December 14, 2016  
Proposal opening time: 10:00a.m.

Consultants who elect to utilize public or private mailing for delivery of proposal assume the burden of correctly addressing the envelope.

Consultants shall comply with the Affirmative Action Requirements of P.L. 1975, C. 127 (N.J.A.C. 17:27), as amended from time to time, the Americans with Disabilities Act, and N.J.S.A. 52:25-24-2 P.L. 1977, Chapter 33.

This proposal is being solicited through a fair and open process in accordance the N.J.S.A. 19:44A-20.5 et seq.

The Township Council reserves the rights to reject any and all proposals for the above listed contract in whole and/or in part which do not comply with the specification and/or the statutory requirements. The Township Council reserves the right to waive informalities as the Township may deem to be in its best interest.

All contract documents are to be submitted intact in accordance with proposal checklist. All erasures, interpolations, and other physical changes in the proposal form shall be signed or initialed by the Consultant.

By the Order of the Township of Robbinsville  
Joy Tozzi  
Township Administrator

## **EXHIBIT A**

### **PROJECT SPECIFICATIONS & FEE PROPOSAL**

#### **A-1 PERIOD OF CONTRACT**

A. This contract shall commence on January 1, 2017 and shall conclude on December 31, 2017.

B. PAYMENT- The Township shall not make any payments in advance for the services required by the RFP.

#### **A-2 INSURANCE/BACKGROUND CHECKS**

The Consultant is responsible to conduct adequate background checks on all employees and/or sub Contractors working at Township facilities. Consultants and/or sub contractors must be bonded, show proof of insurance coverage naming the Township as an additional insured, and workers' compensation insurance.

#### **A-3 INSURANCE**

The Consultant shall maintain during the life of the contract, insurance policies of the type and with the minimum limits indicated below and in a form satisfactory to the municipality. The Consultant shall provide a certified copy of the policies and/or certificates of insurance satisfactory to the municipality prior to commencement of work. Consultant must maintain Workers' Compensation insurance in accordance with laws of the State of New Jersey. The Consultant shall also have and maintain Employers Liability Insurance.

Commercial Errors and Omissions insurance coverage, written on an occurrence basis must not be altered by any endorsements limiting coverage. Limits of liability shall not be less than \$1,000,000. Municipality must be named as an additional insured

#### **A-4 DISCLOSURE REQUIREMENTS**

Professional Service contractors are advised of the responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-20.13 (P.L. 2005, c.271, s.3) if the contractor receives contracts in excess of \$50,000 from public entities in a calendar year. It is the contractor's responsibility to determine 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)."

**EXHIBIT A**

(CONTINUED)

**A-5 TECHNICAL SPECIFICATIONS**

**DESCRIPTION OF REQUIRED SERVICES**

***PUBLIC DEFENDER***

Robbinsville Township desires to appoint a Municipal Public Defender, by way of contract, for the Robbinsville Township Municipal Court for a one year term commencing January 1, 2017 and expiring December 31, 2017. The Municipal Public Defender shall be responsible for providing defense to qualifying defendants against prosecutions involving crimes and offenses cognizable by the Robbinsville Township Municipal Court. Any experience or knowledge of matters that directly affect Robbinsville Township should be addressed.

**Minimum Qualifications**

The minimum threshold criteria that will be utilized for evaluation of the responses shall be as follows:

- 1.) Must be licensed to practice law in the State of New Jersey.
- 2.) Must have at least 5 years of criminal litigation experience
- 3.) Must have a Certificate of Authorization if a corporation.
- 4.) Must have sufficient support staff to provide all services requested by the Township including, but not limited to, preparation of all legal documents necessary and incidental thereto.
- 5.) Must provide a detailed description of the company's qualifications and experience, including resumes of personnel who will be assigned to provide services to Robbinsville Township.

**FEE PROPOSAL TO PROVIDE THE SERVICES OUTLINED ABOVE**

The fair and open process proposal is for the Request for Qualifications. Fee schedule is not required for this proposal. Fee schedule will be negotiated once the Township selects a Municipal Public Defender.

The Township reserves the right to appoint more than one Municipal Public Defender.

**Signature** \_\_\_\_\_

**Company** \_\_\_\_\_

## EXHIBIT B

### CONSULTANTS RESPONSE SECTION

In its proposal, the vendor must include responses to all of the following:

**A. Failure to submit the following documents is a mandatory cause for the proposal to be rejected.**

Required Items	INITIAL
B-1) An executive summary of not more than two pages identifying and substantiating why the vendor is best qualified to provide the requested services.	
B-2) 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.	
B-3) A description of the vendor's experience in performing services of the type described in technical specification. Specifically identify client size and specific examples of similarities with the scope of services required under technical specification.	
B-4) The location of the office, if other than the vendor's main office, at which the vendor proposes to perform services required under technical specification. Describe your presence in New Jersey.	
B-5) Provide references including the contact names, titles, address and phone numbers.	
B-6) 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.	
B-7) Documentation that the vendor meets the minimum qualifications for the position as outlined in "Exhibit A-6".	
B-8) Business Registration Certificate ( <b><u>N.J.S.A. 40A:11-23.2</u></b> )	

**EXHIBIT C**

**PROPOSAL DOCUMENT SUBMISSION CHECKLIST**

**Failure to submit the following documents may be a cause for the proposal to be rejected.  
(N.J.S.A. 40A:11-23.1b.)**

Required with submission of proposal (Township's checkmarks)	Initial each item
√ Non-Collusion Affidavit – Exhibit C-1	
√ Disclosure of Ownership Exhibit C-2	
√ Affirmative Action Exhibit C-3	
√ American with Disabilities Exhibit C-4	
√ Acknowledgement of Addenda Exhibit C-5	

Required with submission of proposal (Township's checkmarks)	Initial each item
√ Experience Sheet Exhibit C-6	
√ Resolution - Corporation Exhibit C-7	
√ Debarred, Suspended & Disqualification Exhibit C-8	
√ Pay to Play Certification Exhibit C-9	
√ Disclosure of Investment Activities In Iran C-10	
√ Fee Proposal – with hourly rate schedule for professionals and support staff and cost schedule A-8	

The following items, as checked, shall be required after award of the contract:  
\*\*\*\*\*

Certification of Insurance \_\_\_\_\_√\_\_\_\_\_  
Signed Contracts \_\_\_\_\_√\_\_\_\_\_

**SIGNATURE:**        **The undersigned hereby acknowledges and has submitted the above listed requirements.**

Name of CONSULTANT: \_\_\_\_\_ Signature: \_\_\_\_\_

**EXHIBIT C-1**

**NON-COLLUSION AFFIDAVIT**

STATE OF NEW JERSEY

§:  
COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_ of the \_\_\_\_\_

of \_\_\_\_\_ in the County of \_\_\_\_\_

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

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

of the firm of \_\_\_\_\_

The Consultant making the proposal for the above named project, attests that they execute the said proposal with full authority to do so; that said Consultant has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive proposals in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the \_\_\_\_\_ of \_\_\_\_\_ relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon 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 COMPANY (N.J.S.A. 52:34-15)

Subscribed and sworn to \_\_\_\_\_

Before me this \_\_\_\_\_ day \_\_\_\_\_

Of \_\_\_\_\_ 20\_\_\_\_\_

(Also type or print name of affiant under signature)

\_\_\_\_\_  
NOTARY PUBLIC OF

My Commission Expires \_\_\_\_\_



**EXHIBIT C-2**

**STATEMENT OF OWNERSHIP  
(OWNERSHIP DISCLOSURE CERTIFICATION)**

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

**This Statement Shall Be Included with  
All Bid and Proposal Submissions**

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

**Address of Business:** \_\_\_\_\_

**Name of person completing this form:** \_\_\_\_\_

**N.J.S.A. 52:25-24.2:**

"No corporation, partnership, or limited liability company shall be awarded any contract nor shall any agreement be entered into for the performance of any work or the furnishing of any materials or supplies, unless prior to the receipt of the bid or proposal, or accompanying the bid or proposal of said corporation, said partnership, or said limited liability company there is submitted a statement setting forth the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. If one or more such stockholder or partner or member is itself a corporation or partnership or limited liability company, the stockholders holding 10 percent or more of that corporation's stock, or the individual partners owning 10 percent or greater interest in that partnership, or the members owning 10 percent or greater interest in that limited liability company, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every non-corporate stockholder, and individual partner, and member, exceeding the 10 percent ownership criteria established in this act, has been listed.

To comply with this section, a bidder with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10 percent or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10 percent or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10 percent or greater beneficial interest."

The Attorney General has advised that the provisions of N.J.S.A. 52:25-24.2, which refer to corporations and partnerships apply to limited partnerships, limited liability partnerships, and Subchapter S corporations.

This Ownership Disclosure Certification form shall be completed, signed and notarized.

**Failure of the bidder/proposer to submit the required information is cause for automatic rejection of the bid or proposal.**

**Part I**

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

- Sole Proprietorship (skip Parts II and III, sign and notarize at the end)
- Non-Profit Corporation (skip Parts II and III, sign and notarize at the end)
- Partnership
- Limited Partnership
- Limited Liability Partnership
- Limited Liability Company
- For-profit Corporation (including Subchapters C and S or Professional Corporation)
- Other (be specific): \_\_\_\_\_

**Part II**

I certify that the list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be.

**OR**

I certify that no one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or that no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be.

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

(Please attach additional sheets if more space is needed):

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

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

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

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

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

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

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

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

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

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

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

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

**Part III - Any Direct or Indirect Parent Entity Which is Publicly Traded:**

“To comply with this section, a bidder with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10 percent or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10 percent or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10 percent or greater beneficial interest.”

Pages attached with name and address of each publicly traded entity as well as the name and address of each person that holds a 10 percent or greater beneficial interest.

**OR**

Submit here the links to the Websites (URLs) containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent.

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

**AND**

Submit here the relevant page numbers of the filings containing the information on each person holding a 10 percent or greater beneficial interest.

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

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

(Notary Public)  
My Commission expires:

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

\_\_\_\_\_  
(Print name of affiant and title if applicable)  
(Corporate Seal if a Corporation)

EXHIBIT C-3

**AFFIRMATIVE ACTION CERTIFICATION**

If awarded a contract, all procurement and service contractors will be required to comply with the requirements of N.J.S.A. 10:5-31 et seq. (P.L.1975,C.127) N.J.A.C. 17:27. Within seven (7) days after receipt of the notification of intent to award the contract or receipt of the contract, whichever is sooner, the contractor should present one of the following to the Purchasing Agent:

1. A photocopy of a valid letter from the U.S. Department of Labor that the contractor has an existing federally-approved or sanctioned Affirmative Action Plan (good for one year from the date of letter).  
OR
2. A photocopy of their approved Certificate of Employee Information Report.  
OR
3. An Affirmative Action Employee Information Report (Form AA302)  
OR
4. All successful construction contractors must submit within three days of the signing of the contract an Initial Project Manning Report (AA201) for any contract award that meets or exceeds the Public Agency bidding threshold (available upon request).

NO FIRM MAY BE ISSUED A CONTRACT UNLESS IT COMPLIES WITH THE AFFIRMATIVE ACTION REGULATIONS OF N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127) N.J.A.C. 17:27.

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The following questions must be answered by all bidders:

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

YES \_\_\_\_\_ NO \_\_\_\_\_

If yes, please submit a copy of such approval.

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

YES \_\_\_\_\_ NO \_\_\_\_\_

If yes, please submit a copy of such certificate.

The undersigned contractor certifies that he is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 et. seq. (P.L.1975,c. 127) and agrees to furnish the required documentation pursuant to the law.

COMPANY: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

**Note: a contractor's bid must be rejected as non-responsive if a contractor fails to comply with Requirements of N.J.S.A. 10:5-31 et. seq., within the time frame.**

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 et seq.

**GOODS, GENERAL SERVICES, AND PROFESSIONAL SERVICES CONTRACTS**

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, up-grading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants 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.

## EXHIBIT A (Cont)

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 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; or

Employee Information Report Form AA-302 (electronically provided by the Division and distributed to the public agency through the Division's website at: [http://www.state.nj.us/treasury/contract\\_compliance/](http://www.state.nj.us/treasury/contract_compliance/)).

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program 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 Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

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Signature

Date

Name and Title of Signer (Please Print or Type)

For goods, professional service and general service contracts, a letter of federal affirmative action plan approval, certificate of employee information report or an employee information report form (AA302) must be submitted at the time of Award. If the vendor/contractor does not submit one of these three (3) documents within the required time period the Owner may extend the time period to the fourteenth calendar day.

If by the fourteenth calendar day the Contractor does not submit the Affirmative Action Document, the Owner must declare the vendor/contractor as being non-responsive and award the contract to the next lowest responsible bidder.

*IMPORTANT: This form must be completed by Bidder.*

**EXHIBIT C-4**

**AMERICANS WITH DISABILITIES ACT**

**Equal Opportunity for Individuals With Disabilities**

The Consultant and the Township of Robbinsville do hereby agree that the provision of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit or service on behalf of the Township pursuant to this contract, the Consultant agrees that the performance shall be in strict compliance with the Act. In the event that the Consultant, its agents, servants, employees or sub-contractors violate or are alleged to have violated the Act during the performance of this contract, the Consultant shall defend the Township in any action or administrative proceeding commenced pursuant to this Act. The Consultant 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 Consultant 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 Consultant agrees to aproposale 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 Consultant 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 Consultant 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 Consultant 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 Consultant pursuant to this contract will not relieve the Consultant 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 Consultant, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this agreement. Furthermore, the Consultant expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the Consultant's obligations assumed in this agreement, nor shall they be construed to relieve the Consultant 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.

---

Signature

Date

Name and Title of Signer (Please Print or Type)

*IMPORTANT: This form must be completed by Bidder.*

**EXHIBIT C-5**

**ACKNOWLEDGMENT OF REVISIONS OR ADDENDA**

**TOWNSHIP OF ROBBINSVILLE**

***TOWNSHIP AUDITOR***

Pursuant to N.J.S.A. 40A:11-23.1a, the undersigned CONSULTANT hereby acknowledges receipt of the following notices, revisions, or addenda to the proposal advertisement, specifications or proposal documents. By indicating date of receipt, Consultant acknowledges the submitted proposal takes into account the provisions of the notice, revision, or addendum. Note that the local unit's record of notice to Consultants shall take precedence and that failure to include provisions of changes in proposals may be subject for rejection of the proposal.

I \_\_\_\_\_, acknowledge receipt of the following addenda and or revisions.  
They are as follows:

Local Unit Reference Number or Title of Addendum/Revision	How Received (mail, fax, pick-up, etc.)	Date Received

**Acknowledgement by Consultant:**

Name of Consultant: \_\_\_\_\_

By Authorized Representative:

Signature: \_\_\_\_\_

Print Name and Title: \_\_\_\_\_

Date: \_\_\_\_\_





**EXHIBIT C-7**

**RESOLUTION OF AUTHORIZATION IF CONSULTANT IS A CORPORATION**

RESOLVED that \_\_\_\_\_ be authorized to sign and submit the proposal or proposal of this corporation for this project, and to include in such proposal the certificate as to non-collusion as the act and deed of such corporation, and for any inaccuracies or misstatements in such certificate this corporate Consultants shall be liable under the penalties of perjury. If awarded the contract(s), said individual is also authorized to sign and execute the Contract Agreement as the act and deed of such corporation.

The foregoing is a true and correct copy of the resolution adopted by \_\_\_\_\_ at a meeting of its Board of Directors held on \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

SEAL OF CORPORATION

\_\_\_\_\_  
Secretary

MAILING ADDRESS \_\_\_\_\_  
\_\_\_\_\_

SUBMITTED on \_\_\_\_\_, 20\_\_\_\_

**EXHIBIT C-8**

**Debarred, Suspended and Disqualified Consultant Affidavit**

STATE OF NEW JERSEY )  
 )  
COUNTY OF )

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

I am \_\_\_\_\_, an officer of the firm(s) of \_\_\_\_\_, the Consultant making the proposal for the above named work; I executed the said proposal with full authority to do so; said Consultant at the time of making this proposal {as applicable, insert "is" or "is not"} \_\_\_\_\_ included on the State of New Jersey, State Treasurer's List of Debarred, Suspended and Disqualified Consultants; and all statements contained in said proposal and in this affidavit are true and correct and made with the full knowledge that Robbinsville Township as the Local Unit relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for said work:

- I. Has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal, state or local government agency within the past 3 years;
- II. Does not have a proposed debarment pending; and
- III. Has not been indicted, convicted, or had a civil judgment rendered against (it) by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

The undersigned further warrants that should the name of the firm making this proposal appear on the State Treasurer's List of Debarred, Suspended and Disqualified Consultants at any time prior to, and during the life of the contract, including the Guaranteed Period, that the Local Unit shall be immediately so notified by the signatory of this Eligibility Affidavit.

The undersigned understands that the firm making the proposal as a Consultant is subject to debarment, suspension and/or disqualification in contracting with the State of New Jersey and the Department of Environmental Protection if the Consultant, pursuant to N.J.A.C. 7:1-5.2, commits any of the acts listed therein, and as determined according to applicable law and regulation.

**(Insert Exceptions - For any exception noted, indicate to whom it applies, initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions. If no exceptions, insert "None".)**

Subscribed and Sworn  
Before me this \_\_\_\_\_ day  
Of \_\_\_\_\_, 20\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
Name and address of Consultant

\_\_\_\_\_  
\_\_\_\_\_  
Name and Title of Affiant

Signed: \_\_\_\_\_

By: \_\_\_\_\_  
Signature of Officer or Individual

If Consultant is:

**An Individual**

By \_\_\_\_\_ (SEAL)  
(Individual's Name)

Doing business as \_\_\_\_\_

Business Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

**A Partnership**

By \_\_\_\_\_ (SEAL)  
(Firm Name)

\_\_\_\_\_ (General Partner)

Business Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

**A Corporation**

By \_\_\_\_\_ (SEAL)  
(Corporation Name)

\_\_\_\_\_ (State of Incorporation)

By \_\_\_\_\_ (Name of Person Authorized to Sign)

\_\_\_\_\_ (Title)

(Corporate Seal)

Attest \_\_\_\_\_ (Secretary)

Business Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

**A Joint Venture**

By \_\_\_\_\_ (Name)

\_\_\_\_\_ (Address)

By \_\_\_\_\_ (Name)

\_\_\_\_\_ (Address)

(Each joint venture must sign. The manner of signing for each individual, partnership, and corporation that is party to the joint venture should be in the manner indicated above)

**EXHIBIT C-9**

**Sworn Statement of Compliance with Robbinsville Township Government  
Contracting Regulations Pertaining to Political Contributions**

**PURSUANT TO §48-1 ET SEQ OF THE ROBBINSVILLE TOWNSHIP CODE:**

**CERTIFICATION OF CEO/CFO/Accountant (Name/Title) :** \_\_\_\_\_

**BUSINESS ENTITY NAME:** \_\_\_\_\_

\_\_\_\_\_(Name), of full age, does hereby certify as follows:

1. My name is \_\_\_\_\_, I hold the position of \_\_\_\_\_  
at \_\_\_\_\_ (*name of business entity*).

2. I am familiar with Robbinsville Township Code §48-1 et seq., a copy of which is annexed hereto and made a part hereof. I acknowledge that no contract will be executed unless and until this form is filed.

3. The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that our business entity has not made and will not make any reportable contributions pursuant to P.L. 2004, c.19 which would bar the award of this contract. More specifically, the undersigned does hereby further certify that the officers and principals of such business entity as defined in the municipal code, have not individually made campaign contributions in excess of \$250 per Robbinsville Township municipal candidate, or \$500 to any Robbinsville Township municipal or Mercer County party committee, during one full calendar year prior to the award of the municipal contract. The undersigned further certifies that all officers and principals of the professional business entity as defined in the municipal contracting code, have not made campaign contributions in the aggregate of \$2,500 or more to all Robbinsville Township municipal candidates and Robbinsville Township municipal and Mercer County party committees during one full calendar year prior to the award of the municipal contract.

The undersigned, on behalf of the professional business entity, does hereby represent and agree that such entity, during the negotiation process and upon being awarded the municipal contract, will:

- (1) forego any further campaign contributions to candidates for Robbinsville Township municipal office and to the Robbinsville Township municipal and Mercer County party committees by the officers and principals of the business entity, and the business entity itself, between the commencement of negotiations for a specific professional services agreement and the conclusion of negotiations; and
- (2) fulfill the record keeping and disclosure obligations set forth for public contractors in the municipal code.

4. We further acknowledge that we have a continuing duty to report any violations of these regulations that may occur during the negotiation or duration of a contract with the Township of Robbinsville.

I certify that the foregoing statements made by me are true. I understand that if any of the foregoing statements made by me is willfully false, I am subject to punishment.

\_\_\_\_\_  
(Name, Title)

**EXHIBIT C-10**

**TOWNSHIP OF ROBBINSVILLE DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

**PART 1: CERTIFICATION**

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

**FAILURE TO CHECK EITHER BOX WILL RENDER THE PROPOSAL NON-RESPONSIVE.**

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal 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 of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders **must** review this list prior to completing the below certification. **Failure to complete the certification will render a bidder's proposal non-responsive.** If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

**PLEASE CHECK EITHER BOX:**

I certify, pursuant to Public Law 2012, c. 25, that neither the person/entity listed above nor any of the entity's parents, subsidiaries, or affiliates 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**

**OR**

I am unable to certify as above because I or the bidding entity and/or one or more of its parents, subsidiaries, or affiliates is **listed on the Department's Chapter 25 list.** I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

**Part 2**

**PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN**

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, USE ADDITIONAL PAGES

Name: \_\_\_\_\_ Relationship to Bidder/Vendor: \_\_\_\_\_

Description of Activities: \_\_\_\_\_  
\_\_\_\_\_

Duration of Engagement: \_\_\_\_\_ Anticipated Cessation Date \_\_\_\_\_

Bidder/Vendor \_\_\_\_\_

Contact Name: \_\_\_\_\_ Contact Phone Number: \_\_\_\_\_

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the below-referenced person or entity. I acknowledge that the Township of Robbinsville 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 contracts with the Township of Robbinsville to notify the Township of Robbinsville 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 agreements(s) with the Township of Robbinsville and that the Township of Robbinsville at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): \_\_\_\_\_ Signature: \_\_\_\_\_

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

Bidder/Vendor: \_\_\_\_\_

**EXHIBIT D**

**THE FOLLOWING DOCUMENTS ARE FOR INFORMATION ONLY**

**THEY ARE NOT TO BE SUBMITTED WITH YOUR RESPONSE**

SAMPLE NOTICE OF AWARD

SAMPLE NOTICE TO PROCEED

SAMPLE AGREEMENT TO PROVIDE PROFESSIONAL SERVICES

MUNICIPAL PAY TO PLAY ORDINANCE

MUNICIPAL FAIR AND OPEN PROCESS

**SAMPLE NOTICE OF AWARD**

Dated \_\_\_\_\_, 2017

TO: \_\_\_\_\_  
(CONSULTANT)

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

PROJECT: TOWNSHIP AUDITING SERVICES

TOWNSHIP'S CONTRACT NO. \_\_\_\_\_

You are notified that your proposal dated \_\_\_\_\_ for the above contract has been considered. You are the apparent successful Consultant and have been awarded a contract for \_\_\_\_\_. The contract price of your contract is \$ \_\_\_\_\_.

Three copies of each of the proposed contract documents (except drawings) accompany this Notice of Award.

You must comply with the following conditions precedent within ten days of the date of this Notice of Award that is by \_\_\_\_\_.

1. You must deliver to the TOWNSHIP three fully executed counted counterparts of the agreement including all the contract documents. Each of the contract documents must bear your signature.
2. Other:
  - a. Certificates of Insurance in not less than the required amounts.
  - b. Township's co-insurance certificate in proper form and substance.

Failure to comply with these conditions within the time specified will entitle the TOWNSHIP to consider your proposal abandoned, to annul this Notice of Award and to declare your proposal security forfeited.

Within ten days after you comply with those conditions, TOWNSHIP will return to you one fully signed counterpart of the agreement and the contract documents attached.

TOWNSHIP OF ROBBINSVILLE, NEW JERSEY

(Township)

BY: \_\_\_\_\_  
Michele Seigfried (Authorized Signature)  
Township Clerk

Receipt of this "Notice of Award" is acknowledged.

Consultant: \_\_\_\_\_

By: \_\_\_\_\_ (Printed Name)      \_\_\_\_\_ (Signature)      \_\_\_\_\_ (Date)

\_\_\_\_\_  
(Title)

(Use Certified Mail, Return Receipt Requested)



**SAMPLE NOTICE TO PROCEED**

Dated \_\_\_\_\_, 20\_\_\_\_

TO: \_\_\_\_\_  
(Consultant)

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

TOWNSHIP CONTRACT NO.:

CONTRACT FOR TOWNSHIP AUDITOR

---

You are notified that the contract time under the above contract will commence to run on January 1, 2017. By that date you are to start performing your obligations under the contract documents. In accordance with Article 3 of the Agreement, the date of completion is December 31, 2017.

Before you may start any work at the site, Paragraph A-3 of the Proposal Specifications provides that you must deliver to the TOWNSHIP Certificates of Insurance, which each is required to purchase and maintain in accordance with the contract documents.

Also, before you may start any work at the site, you must  
(add other requirements)

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TOWNSHIP OF ROBBINSVILLE  
(Township)

By: \_\_\_\_\_  
(Authorized Signature)

# SAMPLE AGREEMENT TO PROVIDE PROFESSIONAL SERVICES

## PROFESSIONAL SERVICES AGREEMENT

This Agreement made this \_\_\_\_ day of \_\_\_\_\_ 20\_\_ by and between the Township of Robbinsville (hereinafter called "the Township"), a municipal corporation of the State of New Jersey, and \_\_\_\_\_ having a place of business at \_\_\_\_\_ (hereinafter called "the Contractor").

WHEREAS, the Township of Robbinsville requires the services of a Township Auditor ; and

WHEREAS, the Contractor submitted its response to the RFP/rfq and was awarded this contract based upon the recommendation of the RFP/RFQ Review Committee; and

WHEREAS, the Township Council hereby desires to approve of this Contract that was presented by the Mayor for the Contractor for the provision of said services.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, it is agreed by and between the parties as follows:

1. Term. The term of this Agreement shall be from January 2, 2017 to December 31, 2017 or until the Mayor determines that the Contractor's services are no longer required, whichever occurs first.
2. Scope of Services. The Contractor shall perform to the Township's satisfaction all services as required by the Township during the term of this Agreement as authorized and specifically in accordance with the Request for Proposal/Request for Qualifications issued by the Township for \_\_\_\_\_ and reply proposal submitted by the Contractor is response to the RFP/RFQ, all of which are incorporated herein by reference and made a part hereof as though more fully set forth herein at length.
3. Compensation. The Contractor shall be compensated as follows: \_\_\_\_\_.
4. Affirmative Action.

A. Required Evidence. This Agreement shall not become effective, regardless of when \_\_\_\_\_ executed, until the Contractor provides the Township with one of the following:

- (1) Appropriate evidence that the Contractor is operating under an existing federally approved or sanctioned affirmative action program;
- (2) A certificate of employee information report approval, issued in accordance with N.J.A.C. 17:27-4; or
- (3) An employee information report (Form AA302) provided by the New Jersey Division of Contract Compliance and Equal Employment Opportunity in Public Contract.

B. Certification of Contractor. If the Contractor is submitting an employee information report pursuant to subsection A(3) of this paragraph, then the Contractor, by executing this Agreement, certifies and agrees as follows in accordance with N.J.A.C. 17:27-4.3(a)3:

"The Contractor certifies that he or she has never before applied for a certificate of employee information report in accordance with rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31, et seq., as amended and supplemented from time to time; and agrees to submit immediately to the Division a copy of the employee information report."

C. Mandatory Affirmative Action Language. Unless the Contractor has submitted appropriate evidence to the Township of an existing Federally approved or sanctioned affirmative action program pursuant to A(1) of this paragraph, the mandatory affirmative action language set forth in Addendum A to this

Agreement is incorporated herein. By executing this Agreement, the Contractor agrees to comply with the terms and conditions set forth in Addendum A.

D. Affidavit. The Contractor agrees to execute the Affirmative Action Affidavit attach to this Agreement as Addendum B.

E. Subcontractor. The Contractor shall not enter into a subcontract with a subcontractor, who has five or more employees, unless:

- (1) Permitted by this Agreement;
- (2) The subcontractor has submitted to the Contractor one of the three documents required of the Contractor pursuant to subsection A of this paragraph; and
- (3) The Contractor's contract with the subcontractor includes, where applicable, the certification required by subsection B of this paragraph; the mandatory affirmative action language required by subsection C of this paragraph and the affidavit required by subsection D of this paragraph.

5. Limitation on Political Contributions. The Contractor acknowledges that the terms of Township Code Section 48-1 et seq. have been complied with, and that the Contractor has a continuing duty to report any violation of such ordinances. Additionally, the Contractor hereby affirms that no contributions in violation of the ordinances have been made. The Contractor shall complete and execute the sworn statement of compliance with Robbinsville Township Government Contracting Regulations Pertaining to Political contributions attached hereto as Addendum C. Any violation of said Code Sections shall constitute a breach of this Agreement.
6. Insurance. The Contractor shall be covered by professional liability insurance in an amount acceptable to the Township and in accordance with the limits required by the RFP/RFQ.
7. Termination. The Township may terminate this Agreement without cause upon sixty (60) days written notice. In the event of termination, the Township's sole obligation to the Contractor shall be payment for all services performed up to the date of their receipt of notice thereof, and for such additional services as the Township may specifically request him or her to undertake in order to complete any work in progress. The rate of compensation for all such services shall be that stated in Paragraph 3 herein.
8. Indemnification. The Contractor agrees to indemnify and hold the Township, its officials, employees and agents, harmless from any and all liability of expense, including costs of defense, resulting from any claim, action or lawsuit related to the provision of services by the Contractor under this Agreement provided that such action results from the negligence of the Contractor, or any of its agents, and/or from circumstances where the Contractor, or any of its agents, acted outside of the scope of their duties or contrary to law.
9. Assignment. This Agreement may not be assigned by either party.
10. Responsibilities. The Contractor shall perform his or her responsibilities in a good, professional and workmanlike manner in conformity with the responsibilities, demand and ethics of his or her profession and in accordance with the requirements of the RFP/RFQ issued by the Township and the Contractor's proposal submitted in response thereto.
11. Work Product. All work product, including internal memoranda, reports, maps, plans and final product, shall become the property of the Township and shall be surrendered to the Township or its designee upon termination of this Agreement.
12. Modification. No change, modification, waiver or discharge of any or all of the terms and provisions of this Agreement shall be effective unless made in writing and executed by both of the parties hereto.
13. Paragraph Headings. Paragraph headings shall not be of any force or affect whatsoever in the interpretation of this Agreement and shall be deemed inserted and used solely for the convenience of the parties.

14. Business Registration Certification Compliance. N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that knowingly provide goods or perform services for a contractor fulfilling this contract: 1) the contractor shall provide written notice to its subcontractors to submit proof of business registration to the contractor; 2) prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors or attest that none was used; 3) during the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into this State. A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements is available by calling (609) 292-9292.
  
15. Fair and Open Process. This contract has been awarded by the Township to the Contractor consistent with the requirements of N.J.S.A. 19:44A-20.4 et. seq.

IN WITNESS WHEREOF, the Township has caused these presents to be executed by its duly authorized representatives, and the Contractor has set his or her hand and seal hereunder on the day and year first above written.

**ATTEST:**

**TOWNSHIP OF ROBBINSVILLE**

\_\_\_\_\_  
Michele Seigfried, Municipal Clerk

By: \_\_\_\_\_  
David Fried, Mayor

**WITNESS:**

**CONTRACTOR**

\_\_\_\_\_

By: \_\_\_\_\_

## Chapter 48, POLITICAL CONTRIBUTIONS

[HISTORY: Adopted by the Township of Robbinsville fka Township of Washington by Ord. No. 2002-7 (§ 2-58 of the 2001 Code). Amendments noted where applicable.]

### GENERAL REFERENCES

Personnel policies -- See Ch. 43.

§ 48-1. Prohibition on awarding public contracts to certain contributors. [Amended by Ord. No. 2002-10]

A. Any other provision of law to the contrary notwithstanding, Robbinsville Township shall not enter into a professional service agreement or otherwise contract to procure services from any professional business entity, if that entity has made any contribution of money, or pledge of a contribution, including in-kind contributions, to a campaign committee of any candidate for governing body, or an incumbent governing body member, or to any Robbinsville Township municipal or Mercer County party committee, in excess of the threshold specified in Subsection D within one calendar year immediately preceding the date of the award of the contract or agreement.

B. For purposes of this section, a "professional business entity" seeking a public contract means an individual including the individual's spouse, civil union partner, or domestic partner, if any, and any child living at home; person, firm, corporation, professional corporation, partnership or organization, or association. The definition of a professional business entity includes all principals who own 10% or more of the equity in the corporation or business trust, partners, and officers in the aggregate employed by the entity as well as any subsidiaries directly controlled by the business entity. [Amended 3-22-2007 by Ord. No. 2007-16]

C. Any professional business entity under this chapter may annually contribute a maximum of \$250 to any candidate for governing body, or \$500 to any municipal or county party committee without violating Subsection A of this section. However, any group of individuals meeting the definition of professional business entity under this chapter, including such principals, partners, and officers of the entity in the aggregate, may not annually contribute for any purpose in excess of \$2,500 to all candidates for governing body and all Robbinsville Township municipal or Mercer County political parties combined, without violating Subsection A of this section.

D. No professional business entity which enters into negotiations for, or agrees to, any contract or agreement with the municipality or any department or agency thereof, or of its independent authorities for the rendition of professional services shall knowingly solicit or make any contribution of money, or pledge of a contribution, including in-kind contributions, to any candidate or holder of the public office having ultimate responsibility for the award of the contract, or to any Robbinsville Township municipal or Mercer County party committee, between the time of first communications between that business entity and the Township regarding a specific professional services agreement and the conclusion of negotiations.

§ 48-2. Contributions made prior to effective date of chapter.

No contributions of money or any other thing of value, including in-kind contributions, made by a professional business entity to any municipal candidate for governing body, municipal party committee, or county party committee shall be deemed a violation of this chapter, nor shall an agreement for property, goods, or services, of any kind whatsoever, be disqualified thereby, if that contribution was made by the professional business entity prior to the effective date of this chapter.

§ 48-3. Contribution statement by professional business entity.

A. Prior to awarding any contract or agreement to procure services with any professional business entity, the Township or any of its purchasing agents or agencies, as the case may be, shall receive a sworn statement from the professional business entity made under penalty of perjury that the bidder or officer has not made a contribution in violation of § 48-1.

B. The professional business entity shall have a continuing duty to report any violation of this chapter that may occur during the negotiations or duration of a contract. The certification required under this section shall be made prior to entry into the contract or agreement with the Township.

§ 48-4. Return of excess contributions.

A professional business entity or Township candidate or officeholder or municipal or county party committee may cure a violation of § 48-1 if, within 30 days after the general election, the professional business entity notifies the governing body in

writing and seeks and receives reimbursement of a contribution from the Township candidate or municipal or county political party.

§ 48-5. Content of agreements; failure to reveal contribution.

A. All Robbinsville Township professional service agreements shall provide that it shall be a breach of the terms of the government contract for a professional business entity as defined in § 48-1B to violate § 48-1 or to knowingly conceal or misrepresent contributions given or received, or to make or solicit contributions through intermediaries for the purpose of concealing or misrepresenting the source of the contribution.

B. Any professional business entity as defined in § 48-1B who knowingly fails to reveal a contribution made in violation of this chapter, or who knowingly makes or solicits contributions through intermediaries for the purpose of concealing or misrepresenting the source of the contribution, shall be disqualified from eligibility for future Township contracts for a period of four calendar years from the date of the violation.

§ 48-6. Award of professional service contracts. [Added 11-7-2006 by Ord. No. 2006-35]

A. Purpose and intent. It is the purpose of this section that, notwithstanding that professional service contracts and certain other contracts for goods and services are exempt from the competitive bidding requirements of the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq., the Township Council deems it appropriate, and consistent with the provisions of the Local Unit Pay-to-Play Law, N.J.S.A. 19:44A-20.3 to 20.12, to henceforth award such contracts through a competitive, quality-based, open and fair process, unless a specific determination to the contrary is made by the Township Council.

B. Process for award of professional services. The Township of Robbinsville, or any agency or instrumentality thereof, shall not enter into a contract exempt from public bidding requirements, having an anticipated value in excess of \$17,500 as determined by the municipality, agency or instrumentality, with a business entity if, during the preceding one-year period, that business entity has made a contribution that is reportable by the recipient pursuant to N.J.S.A. 19:44A-1 et seq., to any municipal committee of a political party in that municipality if a member of that political party is serving in an elective public office of that municipality when the contract is awarded or to any candidate committee of any person serving in an elected public office of that municipality when the contract is awarded, except through a contract that is awarded pursuant to a fair and open process as set forth herein. The fair and open process shall be quality-based, and shall be as follows:

(1) Professional services may be awarded by virtue of a publicly advertised request for qualifications ("RFQ") and/or request for proposals ("RFP") which will be issued as one document for those appointments which are made on an annual basis.

(2) For said positions, no contract shall be awarded unless and until the positions are:

(a) Publicly advertised in newspapers or on the internet website maintained by the Township for at least 10 calendar days in advance of the solicitation for the contracts. The notice must include the following information:

- [1] A description of the requested goods or services;
- [2] The time, date, and place proposals must be submitted;
- [3] Contact information for obtaining the proposal document;
- [4] The name of the government unit requesting the proposal;
- [5] A statement containing the following language:

This proposal is being solicited through a fair and open process in accordance with N.J.S.A. 19:44A-20.5.

(b) Awarded under a process that provides for public solicitation of proposals and qualifications, including experience and quality of services;

(c) Awarded and disclosed under criteria established in writing by the Township of Robbinsville prior to the solicitation of proposals or qualifications as set forth in this section; and

(d) Publicly announced when awarded.

(3) For contracts which arise on an occasional basis, professional service contracts may be awarded without following the foregoing provisions, so long as:

(a) The anticipated value does not exceed the threshold of \$17,500 set forth above; and

(b) The Township Administrator makes every effort to solicit at least two proposals for said work.

C. Exemptions. Notwithstanding the foregoing, should a situation arise, and time does not permit resort to this procedure, and the immediate performance of services is necessary, then an award for same may be made in accordance with the provisions of the Local Public Contracts Law relating to extraordinary unspecified services, and such rules and regulations as may be promulgated, from time to time, by the Township Council with regard to same. No such emergency contracts, however, may be awarded without submission to the Township Clerk of a certification establishing a basis for the deviation from the procedures outlined herein.

# **ROBBINSVILLE TOWNSHIP FAIR AND OPEN PROCESS**

## **I. PURPOSE AND INTENT**

The following shall serve as the Township's "Fair and Open Process". Through this "Fair and Open Process", the Township of Robbinsville shall seek and encourage vendors to submit "proposals" for all contracts in which the Township is permitted to procure on a "no bid" basis pursuant to N.J.S.A. 40A:11-5(1)(a)(i) and 40A:11-5(1)(m)(the "Statute") from any Professional Business Entity, or for specific projects as needed.

## **II. NOTICE REQUIREMENTS**

A. Notice of contracts as outlined in Section I. of shall be posted on the Township Web Site or in the Official Township Newspaper, at least 10 days prior to contracting for the goods or services. In addition, monthly notice may be sent to local newspaper(s) identifying that these contracts are posted on the Township web site:

(1) Such Web Site postings, at a minimum, shall include:

- (a) Identification of the Contract to be awarded;
- (b) General description and scope of the Contract including criteria for selection, including any special criteria required for any particular project, also where in the Township written copies can be obtained;
- (c) Location of the Contract if a specific location is required;
- (d) Deadline for submission of proposals;
- (e) Indication of how interested professionals or providers can apply for consideration;
- (f) The Township's intention to award to more than 1 firm, if applicable; and
- (g) How the project will be purchased, (i.e. based on a time and/or materials bases; with a not to exceed amount, or lump sum pricing depending on the scope of services, or if the Township is offering specific compensation for the services, or a combination of these).

## **III. REVIEW COMMITTEE**

The Township Review Committee shall consist of the Township Clerk, Chief Financial Officer, A member of the Township Council, and any other person or persons, chosen by the Township who possesses special knowledge in the subject area that could be of benefit to the selection process. No less than three individuals shall constitute a review committee.

## **IV. INTERVIEW**

The Township Review Committee reserves the right to interview any or all of the applicants submitting a proposal. Although interviews may take place, the proposal should be comprehensive and complete on its face. The Township reserves the right to request clarifying information subsequent to submission of the proposal.

## **V. SELECTION PROCESS**

All proposals will be reviewed by the Township Review Committee to determine responsiveness. Non-responsive proposals will be rejected without evaluation. For vendors that satisfy the minimum requirements, the Township Review Committee will evaluate proposals based on the following evaluation criteria, separate or combined in some manner, and not necessarily listed in order of significance:

- (a) The vendor's general approach to providing the services required under this Fair and Open Process.



(b) The vendor's documented experience in successfully completing contracts of a similar size and scope to the engagement addressed by this Fair and Open Process.

(c) The qualifications and experience of the vendor's management, supervisory or other key personnel assigned to the engagement, with emphasis on documented experience in successfully completing work on contracts of similar size and scope to the services required by this Fair and Open Process.

(d) The overall ability of the vendor to mobilize, undertake and successfully complete the engagement within the timeline. This criterion will include, but not be limited to, the following factors: the number and qualifications of management, supervisory and other staff proposed by the vendor to perform the services required by this Fair and Open Process; the availability and commitment to the engagement of the vendor's management, supervisory and other staff proposed; the vendor's contract management plan, including the vendor's contract organizational chart.

(e) Cost consideration including, but not limited to, standardized submission and compliance with proposal documents.

## **VI. SELECTION CRITERIA AND CONTRACT**

The Township Review Committee shall make a recommendation to the Township Council and the Township Council shall select the vendor deemed most advantageous to the Township, price and other factors considered, including the selection criteria set forth in the proposal specifications. Once approved by the Governing Body, the contract between the Township and the selected vendor(s) shall be comprised of the contract substantially in the form included herewith, this FAIR AND OPEN PROCESS, any clarifications or addenda thereto, the selected vendor's proposal, any changes negotiated by the parties and the proposal specifications and related documents.

## **VII. REJECTION OF REVIEW COMMITTEES RECOMMENDATION**

If the Governing Body rejects the recommendation of the Review Committee, the process shall start over from the beginning.

## **VIII. IF NO PROPOSALS ARE RECEIVED**

If no proposals are received after conducting the Fair and Open Process, the committee, in consultation with the Mayor, will make a recommendation for the appointment of a professional to the Governing Body as permitted in N.J.S.A. 40A:11-5(a)(i). Notwithstanding the above, all professionals receiving awards based on this sub-section must comply with the limitations on contributions imposed in the Township's Pay to Play Ordinance.