



Township of Bedminster

TOWNSHIP OF BEDMINSTER

**REQUEST FOR PROPOSAL FOR
PROFESSIONAL SERVICES**

Township of Bedminster

Contract Term

January 1, 2017 through December 31, 2017

SUBMISSION DEADLINE

10:00A.M.

November 4, 2016

ADDRESS ALL PROPOSALS TO:

**TOWNSHIP OF BEDMINSTER
JUDITH A. SULLIVAN,
TOWNSHIP ADMINISTRATOR/CLERK
ONE MILLER LANE
BEDMINSTER, NJ 07921**

GENERAL INFORMATION & SUMMARY

ORGANIZATION REQUESTING PROPOSAL

TOWNSHIP OF BEDMINSTER
ONE MILLER LANE
BEDMINSTER, NJ 07921

CONTACT PERSON

JUDITH A. SULLIVAN
TOWNSHIP ADMINISTRATOR/CLERK
908-212-7000 X 402/403

PURPOSE OF REQUEST

The Township of Bedminster is requesting proposals from qualified individuals and firms to provide services to the Township. Proposals will be evaluated in accordance with the criteria set forth in this RFP. One or more individuals/firms may be selected to provide services.

PERIOD OF CONTRACT

January 1, 2017 through December 31, 2017.

CONTRACT FORM

The successful proposer shall be required to execute the Township's form contract, which includes the indemnification, insurance, termination and licensing provisions. A complete copy of a draft Township form contract is available upon request.

It is also agreed and understood that the acceptance of the final payment by Contractor shall be considered a release in full of all claims against the Township arising out of, or by reason of, the work done and materials furnished under this Contract.

DETAILED REQUIREMENTS OF THE REQUEST FOR PROPOSAL

1. Township of Bedminster Facts and Figures – The Township's population is approximately 8,165 and it consists of approximately 26.5 square miles of area. The Township employs approximately 50 employees in roughly 6 departments and agencies. It owns an administration and courthouse building, police facilities, firehouse, a library, and parks and recreation facilities.

The Township's operating budget is approximately \$10,700,000.00. It provides significant and diverse services to its residents, including those in the senior, disabled, veterans and other communities.



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PROPOSAL FORM

Proposals must be submitted on the forms included in the RFP package. All blank spaces must be filled in. All proposals shall be typewritten or written in ink on the forms. Unit prices and totals must be inserted in the space provided. Insert "N/A" in the blanks if "not applicable". Proposals showing any erasure, alteration or interlineations must be initialed by the applicant in ink. Failure to comply may be cause for rejection of the proposal. Where discrepancies occur between the unit price and the extension, the unit price will prevail.

SIGNATURE ON PROPOSAL FORM

If the applicant is an individual, the proposal must be signed by the individual. If the applicant is not an individual, the proposal must be signed by a person authorized to sign on behalf of the applicant.

INTERPRETATIONS AND ADDENDA

1. The applicant is responsible for understanding all of the proposal documents that have been provided by the Township.
2. Applicants are expected to examine the specifications and related documents with care and observe all their requirements. Ambiguities, errors or omissions noted by applicants should be promptly reported in writing to the Purchasing Agent. If the applicant fails to notify the Township of such ambiguities, errors or omissions, the applicant shall be bound by the proposal.

REJECTION OF PROPOSAL

The Township reserves the right to reject any or all proposal and to waive any minor informality in any proposal should it be deemed in the best interest of the Township to do so. Proposals shall be rejected for any of the following reasons:

1. Failure to complete the Affirmative Action Certification.
2. Failure to comply with the American with Disabilities Act of 1990.
3. Failure to complete the Disclosure of Ownership Statement.
4. Failure to provide New Jersey State Business Registration Certificate. (including subcontractors.
5. Failure to complete the Affidavit of Non-Collusion.
6. Failure to properly complete the Proposal form.
7. Failure to complete the Checklist of Required Documents.
8. Insertion of additional conditions, provisions or stipulations.



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COST PROPOSAL – Proposers should submit a cost proposal which would include any proposed retainer, the services to be provided for the retainer, if services will be provided at a flat rate, if all or any services will be billed through hourly rates and what are the established rate(s). The Township does not provide payment for or reimbursement for travel expenses.

PROPOSAL LIMITATIONS – This RFP is not intended to be an offer, order or contract and should not be regarded as such, nor shall any obligation or liability be imposed on the Township by issuance of this RFP. The Township reserves the right at the Township's sole discretion to refuse any proposal submitted.

NOTIFICATION OF AWARD

1. Upon passage of a Township Committee Resolution awarding the contract, the Purchasing Agent will forward two (2) sets of contract documents to the successful applicant for execution and delivery. Within ten (10) days of the date of the award of the contract, the successful applicant shall return two (2) sets of the contract documents to the Purchasing Agent with a proper performance bond and insurance certificates if required – refer to Checklist of Required Documents.

2. If approved as to form and execution, the contract documents will then be submitted to the Mayor and Municipal Clerk for execution on behalf of the Township. A fully executed copy will be returned to the successful applicant by the Township. No Resolution of Award will become binding on the Township before the contract documents have been executed by the Mayor and Municipal Clerk.

3. Should the successful applicant fail to execute the contract within ten (10) days of notification, the Township will be free to award the contract to another applicant.

ASSIGNING THE CONTRACT

The contract shall not be sublet, assigned, pledged, hypothecated or sold, in whole or in part, without the written permission of the Township.

TERMINATION OF CONTRACT

1. **DEFAULT:** Non-performance of the applicant in terms of the Request for Proposal shall be a basis for termination of the contract by the Township. The Township may terminate the contract upon 30 days' written notice to the applicant. The Township shall not pay for any services and/or materials, which are unsatisfactory. The applicant may be given a reasonable opportunity before termination to correct the deficiencies. This however, shall in no way be construed as negating the basis for termination for nonperformance.



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2. **UNCONDITIONAL TERMINATION FOR CONVENIENCE:** The Township may terminate the resultant contact for convenience by providing sixty (60) calendar days advance notice to the applicant.
3. **TERMINATION FOR DEFAULT:** If the applicant fails to meet deadlines, or fails to provide the agreed upon services, and or material altogether, a termination for default will be issued, but only after the Township has determined the applicant has failed to remedy the problem after being forewarned.
4. **TERMINATION BY THE TOWNSHIP:** If the applicant should be adjudged bankrupt or should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, the Township may terminate this contract. If the applicant should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to provide enough properly skilled workers or proper materials, or persistently disregard laws and ordinances, or not proceed with work or of this contract, the Township shall give the applicant fifteen (15) calendar days written notice. Upon receipt of such termination notice, the applicant shall be allowed seven (7) calendar days to cure such deficiencies.

PAYMENT

The contract price shall be payable either in one lump sum or as indicated in the RFP at the first regular monthly meeting of the governing body following satisfactory completion of the contract and presentation of a properly executed purchase voucher.

INVOICES

The Township of Bedminster will not honor any invoices submitted for work performed other than that stipulated by these specifications unless previously authorized by a written change order from the Township. Invoices for services rendered must be received by the Township by the end of the month following the month in which the expense was incurred. For example a service provided in June must be billed to the Township by the end of July. Expenses submitted after this period will not be honored by the Township.



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COMPLIANCE WITH LAWS

The applicant keep himself fully informed of, and observe and comply with, all state, national and municipal laws in any manner affecting those engaged or employed in the work or the materials used in the work and of all such orders and decrees for bodies having any jurisdiction or authority over the same.

If any discrepancy is discovered in the Request for Proposal in relation to any such law, ordinance, regulation, order or decree, the applicant notify the Township in writing. The applicant shall protect and indemnify the Township, its officers and agents against any claim or liability arising from a violation of any law, regulation, ordinance, order or decree whether by himself or his employees or sub-contractors.

BUSINESS REGISTRATION CERTIFICATE

N.J.S.A. 52:32-44 requires that each applicant (contractor and subcontractor) provide proof of business registration in response to a request for proposals prior to award of contract. Proof of registration shall be a copy of the applicant's Business Registration Certificate (BRC). A BRC is obtained from the New Jersey Division of Revenue. Information on obtaining a BRC is available on the internet at www.nj.gov/njbgs or by phone at (609) 292-1730. 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 applicant shall provide written notice to its subcontractors and suppliers to submit proof of business registration to the contractor;
- 2) Prior to receipt of final payment from a contracting agency, an applicant 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 applicant 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.



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An applicant, 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.

AFFIDAVIT OF NON-COLLUSION

The Non-Collusion Affidavit, which is part of these specifications, shall be properly executed and submitted intact with the proposal.

NON-DISCRIMINATION

There shall be no discrimination against any employee engaged in the work required to produce the commodities covered by any contract resulting from this proposal, or against any applicant to such employment because of race, religion, sex, national origin, creed, color, ancestry, age, marital status, affectional or sexual orientation, familial status, liability for service in the Armed Forces of the United States, or nationality. This provision shall include, but not be limited to the following: employment upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The contractor shall insert a similar provision in all subcontracts for services to be covered by any contract resulting from this proposal.

REQUIRED AFFIRMATIVE ACTION EVIDENCE

Each applicant 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:

1. 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
2. A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4; or
3. A photocopy of an Employee Information Report (Form AA302) 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.



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ACQUISITIONS, MERGER, SALE AND/OR TRANSFER OF BUSINESS, ETC.

If during the life of the contract, the applicant disposes of the business concern by acquisition, merger, sale and/or transfer or by any means convey h/h interest(s) to another party, all obligations are transferred to that new party. In this event, the new owner(s) will be required to submit, when required a performance bond in the amount of the open balance of the contract.

INDEMNIFICATION

The Applicant agrees to indemnify and save harmless the Township, its officers, agents and employees, hereinafter referred to as indemnities, from all suits, including attorney's fees and costs of litigation, actions, loss damage, expense, cost of claims, of any character or on account of any act, claim or amount arising or recovered under Workers Compensation law, or arising out of failure of the Applicant or those acting under the Applicant to conform to any statutes, ordinances, regulations, law or court decree. It is the intent of the parties to this contract that the indemnities shall, in all instances, except for loss or damage resulting from the sole negligence of the indemnitee, be indemnified against all liability, loss or damage of any nature whatever.



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PROPOSAL FORM/SIGNATURE PAGE

<u>Professional Services</u>	<u>Please Check</u>
Municipal Planner	<input type="checkbox"/>
Land Use Board Planner	<input type="checkbox"/>
Land Use Board Attorney	<input type="checkbox"/>
Township Risk Manager & Insurance Broker	<input type="checkbox"/>
Special Litigation Attorney/Labor Counsel	<input type="checkbox"/>
Township Engineer	<input type="checkbox"/>
Auditor	<input type="checkbox"/>
Township Attorney	<input type="checkbox"/>
Tax Appeal Attorney	<input type="checkbox"/>
Bond Counsel	<input type="checkbox"/>
Board of Health Attorney	<input type="checkbox"/>
Other Special Services:	<input type="checkbox"/>

Company Federal I.D.# or Social Security #

Address

Signature of Authorized Agent Type or Print Name

Title of Authorized Agent Date

Telephone Number Email Address Fax Number



Township of Bedminster Professional Services Request

REQUESTING BODY	
PROFESSIONAL	
TYPE OF SERVICE	
SCOPE OF JOB	
NUMBER OF HOURS	
PROJECTED COST	
COMPLETION DATE	
SIGNATURES	PROFESSIONAL: _____
	CHAIR: _____
DATE	
Board Copy	
Professional Copy	
Administrative Copy	
Finance Copy	



**TOWNSHIP OF BEDMINSTER REQUEST FOR PROPOSALS:
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ACQUISITIONS, MERGER, SALE AND/OR TRANSFER OF BUSINESS, ETC.

If during the life of the contract, the applicant disposes of the business concern by acquisition, merger, sale and/or transfer or by any means convey h/h interest(s) to another party, all obligations are transferred to that new party. In this event, the new owner(s) will be required to submit, when required a performance bond in the amount of the open balance of the contract.

INDEMNIFICATION

The Applicant agrees to indemnify and save harmless the Township, its officers, agents and employees, hereinafter referred to as indemnities, from all suits, including attorney's fees and costs of litigation, actions, loss damage, expense, cost of claims, of any character or on account of any act, claim or amount arising or recovered under Workers Compensation law, or arising out of failure of the Applicant or those acting under the Applicant to conform to any statutes, ordinances, regulations, law or court decree. It is the intent of the parties to this contract that the indemnities shall, in all instances, except for loss or damage resulting from the sole negligence of the indemnitee, be indemnified against all liability, loss or damage of any nature whatever.

APPLICANT TERMS AND CONDITIONS

Proposals will be evaluated by the Township Committee of the Township of Bedminster on the basis of the most advantageous, price and other factors considered but not limited to the following:

1. Knowledge of the administrative structure of the Township of Bedminster and subject matter to be addressed under the contract.
2. Individual designated by the applicant and approved by township is required to attend all regular scheduled meetings as required by Township of Bedminster. If the designated individual is unable to attend he/she must notify the town in advance and have the individual to attend the meeting approved by township.
3. Applicant must respond to Township inquiries within 24 hours.
4. Availability to accommodate any Special meetings as required by the Township of Bedminster.
5. Applicant will provide written proposals for specific projects as required by Township of Bedminster.



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APPLICANT TERMS AND CONDITIONS (continued)

6. Applicant must provide a Compensation schedule.
7. Other factors that may reasonably impact the Township of Bedminster.

Applicants will be notified by the Township Clerk as to when the interviews will be conducted if necessary.

ADVISORY

Disclosure Requirement

"Pay to Play"

P.L. 2005, Chapter 271, Section 3 Reporting
(N.J.S.A. 19:44A – 20.27)

Any business entity that has received \$50,000 or more in contracts from government entities in a calendar year will be required to file an annual disclosure report with ELEC.

The report will include certain contributions and contract information for calendar year _____.

At a minimum, a list of all business entities that file an annual disclosure report will be listed on ELEC's website at www.elec.state.nj.us.

If you have any questions please contact ELEC at: 1-888-313-ELEC (toll free in NJ) or 609-292-8700

An analyst from ELEC's Special Programs Section will assist you.



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DISCLOSURE OF OWNERSHIP
N.J.S. 52:25-24.2

Failure to submit the required information is cause for automatic rejection.

CHECK ONE

I certify that the list below contains the names and addresses of all owners who own an interest of 10% or more in the Applicant.

I certify that no one owner owns an interest of 10% or more in the Applicant.

LEGAL NAME OF APPLICANT: _____

Check which business entity applies:

- Limited Partnership Corporation (for profit) Limited Liability Company
 Partnership Corporation (non-profit) Sole Proprietorship
 Limited Liability Partnership Other _____

Complete if the Applicant is a for-profit or non-profit corporation:

Date Incorporated: _____ Where Incorporated: _____

BUSINESS ADDRESS:

Street Address _____ City _____ State _____ Zip _____

Telephone # _____ Fax# _____

Listed below are the names and addresses of all owners who own an interest of ten percent or more in the Applicant. Disclosure shall be continued until the names and addresses of every owner exceeding the 10% ownership criteria established in N.J.S. 52:25-24.2 has been listed. (Not to be completed by non-profit corporations.)

Name	Address	Shared (%) Owned

Name	Address	Shared (%) Owned

CONTINUE ON ADDITIONAL SHEET IF NECESSARY: YES NO

Signature _____ Date _____

Printed Name & Title _____



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AFFIDAVIT OF NON-COLLUSION

The undersigned, being duly sworn according to law, deposes and says:

1. I reside at _____

2. The name of the within applicant is _____

3. I executed the said RFP on behalf of the applicant with full authority to do so.
4. The applicant has not directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of fair and open process in connection with the contract.
5. All statements contained in the Qualification Statement and RFP and in this Affidavit are true and correct and were made with the full knowledge that the Township of Bedminster, County of Somerset, its officers and employees, rely on the truth of the statements therein made in awarding the above-named contract.
6. I further warrant that no person or selling agency has been employed or retained to solicit or service such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bonafide employees of or bonafide established commercial selling agencies maintained by the applicant.

Sworn and subscribed to
before me on this day of
_____, 20____

Signature

Signature of Notary

Print Name

Print Name



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AFFIRMATION ACTION CERTIFICATION

This form is a summary of the successful applicant's requirement to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

The successful applicant shall submit to the public agency, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

- (a) 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
- (b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;
OR
- (c) A photocopy of an Employee Information Report (Form AA302) 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.

The successful applicant may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours.

The successful applicant(s) must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the applicant copy is retained by the applicant.

The undersigned applicant certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 and agrees to furnish the required forms of evidence.

The undersigned applicant further understands that his/her RFP shall be rejected as non-responsive if said applicant fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

_____	_____
Applicant's Name	Title
_____	_____
Authorized Signature	Print Name

Telephone	



**TOWNSHIP OF BEDMINSTER
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**N.J.S.A.10:5-31 and N.J.A.C. 17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
Goods, Professional Services and General Service Contracts
(Mandatory Affirmative Action Language)**

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 or sex. Except with respect to affectional or sexual orientation, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting for the 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 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 regulation promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2 or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation 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.



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In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

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

Letter of Federal Affirmative Action Plan Approval
Certificate of Employee Information Report
Employee Information Report Form AA302

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance and EEO as may be requested by the Division 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 Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.



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AMERICANS WITH DISABILITIES ACT
Equal Opportunity For Individuals With Disabilities

The Contractor and the Township of Bedminster do hereby agree that the provision of Title II of the Americans With Disabilities Act of 1990 (the "ADA") (42 U.S.C. Section 12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit or service on behalf of the Township pursuant to this contract, the Contractor its agents, servants, employees or subcontractors violate or are alleged to have violated the ADA during the performance of this contract, the Contractor shall defend the Township in any action or administrative proceeding commenced pursuant to this ADA. The Contractor shall indemnify, protect and save harmless the Township, its agents, servants and employees from and against any and all suits, claims, losses, demands or damages of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The Contractor shall, at its own expense, appear, defend and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the Township grievance procedure, the Contractor agrees to abide by any decision of the Township which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the Township or if the Township incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the Contractor shall satisfy and discharge the same at its own expense.

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

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

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

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

Part I – Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the <name of business entity> _____ 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 (date of award scheduled for approval of the contract by the governing body) to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the Township of Bedminster as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

Somerset County Republican Organization	Somerset County Regular Democratic Organization
Bedminster Township Republican Committee	Bedminster Township Democratic Committee

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 3 – 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____.

My Commission expires:

(Witnessed or attested by)

(Seal)

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

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)

## C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

### Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
  - of the public entity awarding the contract
  - of that county in which that public entity is located
  - of another public entity within that county
  - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an "interest" 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
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the 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." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.** N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."





**List of Agencies with Elected Officials Required for Political Contribution Disclosure**  
**N.J.S.A. 19:44A-20.26**

**County Name: Somerset**

State: Governor, and Legislative Leadership Committees

Legislative District #: 23

State Senator and two members of the General Assembly per district.

County:

Freeholders

County Clerk

Sheriff

Surrogate

Municipalities (Mayor and members of governing body, regardless of title), Boards of Education (Members of the Board), Fire Districts (Board of Fire Commissioners):

Alexandria, Alpha, Bedminster, Bethlehem, Bloomsbury, Bound Brook, Bridgewater, Califon, Clinton, Clinton Township, Franklin (Hunterdon), Franklin (Warren), Frenchtown, Glen Gardner, Greenwich (Warren), Hackettstown, Hampton (Hunterdon), Harmony, High Bridge, Holland, Kingwood, Lebanon Borough, Lebanon Township, Lopatcong, Mansfield (Warren), Milford, Peapack-Gladstone, Phillipsburg, Pohatcong, Raritan (Somerset), South Bound Brook, Tewksbury, Union (Hunterdon), Washington Borough (Warren), Washington Township (Warren)

**STOCKHOLDER DISCLOSURE CERTIFICATION**

**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.

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

- |                                                   |                                                        |                                                        |
|---------------------------------------------------|--------------------------------------------------------|--------------------------------------------------------|
| <input type="checkbox"/> Partnership              | <input type="checkbox"/> Corporation                   | <input type="checkbox"/> Sole Proprietorship           |
| <input type="checkbox"/> Limited Partnership      | <input type="checkbox"/> Limited Liability Corporation | <input type="checkbox"/> Limited Liability Partnership |
| <input type="checkbox"/> Subchapter S Corporation |                                                        |                                                        |

**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 _____, 2<br>____ | _____ (Affiant)                       |
| (Notary Public)                                                 | _____ (Print name & title of affiant) |
| My Commission expires:                                          | _____ (Corporate Seal)                |