

## TOWNSHIP OF WEST WINDSOR

### PUBLIC NOTICE

**NOTICE IS HEREBY GIVEN** that sealed submissions will be received by the Township Business Administrator for the Township of West Windsor, County of Mercer, State of New Jersey on **Thursday, May 22, 2014, 11:00 A.M.**, in **Council Meeting Room A**, West Windsor Township Administration Building, 271 Clarksville Road, West Windsor, NJ 08550 then publicly opened and read aloud for the following:

#### **Request for Proposals - Township Attorney**

Standardized submission requirements are on file and available in the Administration Office (609) 799-2400 during regular business hours, 9:00 AM to 5:00 PM, Monday through Friday, excluding holidays and are also **available on our website: [www.westwindsornj.org](http://www.westwindsornj.org)**. **Addenda will be posted on the Township website.**

All professional service contractors are required to comply with the requirements of N.J.S.A. 52:32-44 (Business Registration of Public Contractors), N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq. (Contract Compliance and Equal Employment Opportunities in Public Contracts). Submissions by Corporations and Partnerships shall include a completed Disclosure of Ownership from (N.J.S.A. 52:25-24.2) and shall include a completed Non-Collusion Affidavit.

The Township reserves the right to reject any or all submissions due to any defects or waive informalities and accept any submissions that in their judgment will be in the best interest of the Township. The Township shall award the contract or reject all submissions no later than 60 days from receipt of same.

By authorization of the Business Administrator, Township of West Windsor, Mercer County, New Jersey.

Marlena A. Schmid  
Business Administrator

## **1. Introduction**

The Township of West Windsor is seeking proposals for professional services for the position of Township Attorney through a competitive, fair and open process.

## **2. Administrative Conditions and Requirements**

The following items express the administrative conditions and requirements of this RFP. Together with the other RFP sections, they apply to the RFP process, the subsequent contract, and work performed. Any proposed change, modification, or exception to these conditions and requirements may be the basis for the Township to determine the proposal as non-responsive to the RFP and will be a factor in the determination of an award of a contract. The contents of the proposal of the successful Respondent, as accepted by the Township, will become part of any contract awarded as a result of this RFP.

### **2.1 Proposal Submission Information**

#### **Submission Date and Time:**

**Thursday, May 22, 2014 at 11:00 A.M.**

One (1) bound and One (1) unbound Original & Five (5) copies of the RFP response.

#### **Submission Office:**

Office of the Business Administrator  
Municipal Building  
271 Clarksville Road  
Princeton Junction, NJ 08550

Clearly mark the submittal package with the title of this RFP and the name of the responding firm, addressed to the Business Administrator. The original proposal shall be marked to distinguish it from the five (5) copies.

Only those RFP responses received prior to or on the submission date will be considered. Responses delivered before the submission date and time specified above may be withdrawn upon written application of the respondent who shall be required to produce evidence showing that the individual is or represents the principal or principals involved in the proposal. After the submission date and time specified above, responses must remain firm for a period of ninety (90) days.

### **2.2 Township Representative for this Solicitation**

Please direct all questions in writing to:

Marlena A. Schmid  
Business Administrator  
E-Mail: [mschmid@westwindsortwp.com](mailto:mschmid@westwindsortwp.com)

### **2.3 Interpretations and Addenda**

Respondents are expected to examine the RFP with care and observe all its requirements. All questions about the meaning or intent of this RFP, all interpretations and clarifications considered necessary by the Township's representative in response to such comments and questions will be issued by Addenda posted to website and mailed or delivered to all parties recorded as having received the RFP package. Only comments and questions responded to by formal written Addenda will be binding. Oral interpretations, statements or clarifications are without legal effect.

### **2.4 Cost Liability and Additional Costs**

The Township assumes no responsibility and liability for costs incurred by the Respondents in the preparation and/or presentation of the proposal.

Respondents will assume responsibility for all costs not stated in their proposals. All unit rates either stated in the proposal or used as a basis for its pricing are required to be all-inclusive. Additional charges, unless incurred for additional work performed by request of the Township, are not to be billed and will not be paid.

### **2.5 Statutory and Other Requirements**

#### **2.5.1 Compliance with Laws**

Any contract entered into between the contractor and the Township must be in accordance with and subject to compliance by both parties with the New Jersey Local Public Contracts Law. The contractor must agree to comply with the non-discrimination provisions and all other laws and regulations applicable to the performance of work there under. The respondent shall sign and acknowledge such forms and certificates as may be required by this section.

#### **2.5.2. Mandatory EEO/Affirmative Action Compliance**

No firm shall be issued a contract unless it complies with the EEO/Affirmative Action requirements of P. L. 1975, C. 127 as identified in the documents attached hereto. The form shall be properly executed.

#### **2.5.3 Americans with Disabilities Act of 1990**

Discrimination on the basis of disability in contracting for the delivery of services is prohibited. Respondents are required to read American with Disabilities language that is part of the documents attached hereto and agree that the provisions of Title II of the Act are made part of the contract. The contractor is obligated to comply with the Act and hold the Township harmless.

#### **2.5.4 Stockholder Disclosure**

No corporation or partnership shall be awarded any contract for the performance of any work or the furnishing of any goods, unless, with receipt of the proposal of said corporation or partnership, there is submitted to the Township a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own ten (10) percent or greater interest therein. The Respondent shall complete and submit the form of statement that is included in this RFP.

#### **2.5.5 Non-Collusion Affidavit**

The Non-Collusion Affidavit, which is part of this RFP, shall be properly executed and submitted with the RFP response.

#### **2.5.6 N.J. Business Registration Certificate**

Certificate required pursuant to C57, PL2004; failure to be registered by time of contract award may be cause for rejection. Entities or individuals that need to file for a certificate may do so on-line through the NJ Division of Local Government Services at the following link: <http://www.state.nj.us/treasury/revenue/busregcert.shtml>.

#### **2.5.7 Affidavit of Compliance with Section 4-22.1 et seq. of the Township Code**

##### **Section 4-22.1. Awarding of Public Professional Service Contracts**

- A. Prohibition of awarding public contracts to certain contributors.
- (1) Any other provision of law to the contrary notwithstanding, the Township or any of its purchasing agents or agencies or those of its purchasing agents or agencies or those of its independent authorities, as the case may be, shall not enter into an agreement or otherwise contract to procure services from any professional service provider if that provider has solicited or made any contribution of money or pledge of a contribution, including in-kind contributions, to a campaign committee of any West Windsor Township candidate or holder of public office within the Township having responsibility for the award of the contract or to any West Windsor Township or Mercer County Party Committee within one calendar year immediately preceding the date of the contract or agreement.
  - (2) No professional service provider which enters into negotiations for or agrees to any contract or agreement with the Township 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 West Windsor Township candidate or holder of public office within the Township having responsibility for the award of the contract or to any

West Windsor Township or Mercer County Party Committee between the time of first communications between that service provider and the Township regarding a specific professional services agreement and the later of the termination of negotiations or the completion of the contract or agreement.

- (3) For purposes of this Section, a “professional Service Provider” seeking a public contract means an individual, including the individual’s spouse, if any, and any child living at home; person; firm; corporation; professional corporation; partnership; organization; or association. The definition of a Service Provider includes all principals who own 1% or more of the equity in the corporation or business trust, partners and officers in the aggregate employed by the provider as well as any subsidiaries directly controlled by the Service Provider.
- (4) For purposes of this Section, the office that is considered to have responsibility for the award of the contract shall be:
  - (a) The West Windsor Township Council if the contract requires approval or appropriation from the Council or a public officer who is responsible for the award of a contract if that public officer is appointed by Council; or
  - (b) The Mayor of West Windsor Township if the contract requires the approval of the Mayor or a public officer who is responsible for the award of contract if that public officer is appointed by the Mayor; or
  - (c) Both of the above.

**2.5.8 “Pay to Play” – Notice of Disclosure Requirement – P.L. 2005, Chapter 271, Section 3 Reporting (N.J.S.A. 19:44A – 20.27)**

- (1) Any business entity that has received \$50,000 or more in contracts from government entities in a calendar year is required to file an annual disclosure report with ELEC. The instructions and form are available on the ELEC website.
- (2) Annual Disclosures require submission by March 30<sup>th</sup> of each year covering contracts and contributions for the prior calendar year.
- (3) 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](http://www.elec.state.nj.us).
- (4) If you have any questions, please contact ELEC at:  
1-888-313-ELEC (3532) (toll free in NJ) or 609-292-8700

## **2.5.9 Insurance and Indemnification**

The Contractor shall take out and maintain in full force and effect at all times during the life of this Contract insurance in conformance with the requirements of N.J.A.C. 7:26H-6.17. The insurance policy shall name the Township of West Windsor as an Additional Named insured indemnifying the Township of West Windsor with respect to the Contractor's actions pursuant to the Contract. Said insurance must include coverage for complete operations contractual insurance and independent contractor or sub-contractor insurance, where and if applicable.

The Contractor, prior to commencing work, shall provide at its own expense, the following insurance to the Township of West Windsor together with evidence of such insurance as stated below. Ninety (90) days prior to cancellation or material change or notice of non-renewal of the policies, the Contractor shall give notice to the Township of West Windsor, by registered mail, return receipt requested, for all of the following stated insurance policies. The Certificate of Insurance shall state: "Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will mail ninety (90) days written notice to the certificate holder named to the left."

All notices shall name the Contractor and identify the Agreement. All policies with the exception of workers' compensation shall be endorsed naming the Township of West Windsor as additional insured. All policies shall require that the insured will pay all defense claims and any judgments entered therein. It is expected that all policies will be issued on an "occurrence" basis. The Township of West Windsor may waive or modify any requirement stated herein if the Township of West Windsor, in its sole judgment and discretion, deems it would be in its best interest to do so.

### **(1) Workers' Compensation**

The Contractor shall obtain Standard Workers' Compensation Insurance indemnifying the Contractor against any loss arising from liability or injuries sustained by any and all agents, servants or employees of the Contractor who shall be entitled to compensation under the Workers' Compensation Law of the State of New Jersey. If the Contractor is incorporated outside the State of New Jersey, the said policy must include the "Other States Endorsement." The Contractor shall have Employer's Liability Insurance with a limit of not less than five hundred thousand (\$500,000) per accident or for disease and five hundred thousand (\$500,000) per occurrence.

### **(2) General Liability**

The Contractor shall obtain General Liability Insurance on an "occurrence" form with a one million dollar (\$1,000,000) combined single limit of liability per occurrence and a three million dollar (\$3,000,000) annual aggregate. The policy will include the ISO Simplified Occurrence Form, the policy will contain no endorsements that would limit or eliminate the coverage provided by the ISO

version and will include ISO Form CG-25-03-03-97 Amendment – Aggregate Limits of Insurance (per project).

(3) Automobile Liability

The Contractor shall obtain Automobile Liability Insurance with a minimum combined limit of liability of one million dollars (\$1,000,000) per accident. Said policy must include coverage for owned, non-owned and hired autos.

(4) Professional Liability and Errors and Omissions

The Contractor shall obtain Professional Liability and Malpractice Insurance with a minimum of not less than \$1,000,000 per occurrence and \$5,000,000 aggregate and assurance that each such policy for each staff member remains in full force and effect while performing work for the Township of West Windsor.

(5) Policy Changes

If at any time, any of the foregoing policies shall be or become unsatisfactory to the Township of West Windsor, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the Township of West Windsor, the Contractor shall, upon notice to that effect from the Township of West Windsor within ninety (90) days obtain a new policy, submit the same to the Township of West Windsor for approval and submit a Certificate thereof as hereinabove provided. Upon failure of the Contractor to furnish, deliver and maintain such insurance as above provided, this Agreement, at the election of the Township of West Windsor, may be forthwith declared suspended, discontinued or terminated. Failure of the Contractor to take out and/or maintain or the taking out and/or maintenance of any required insurance, shall not relieve the Contractor of any liability under the Agreement. All policies required above shall contain a ninety (90) day notice of cancellation and/or non-renewal and shall require the insured to notify the Township of West Windsor of its intent to either cancel or not to renew immediately.

(6) Insurance Companies

The Contractor shall use an Insurance Company(ies) that has (have) an A.M. Best Rating of at least "A"+. The Township of West Windsor, at its sole judgment and discretion, if it considers it appropriate to do so, may allow the Contractor to utilize and insure with a rating less than "A"+. All such requests must be forwarded to the Township of West Windsor for its review and approval. The Contractor shall use an insurance company(ies) that is (that are) authorized to underwrite insurance risks for the specific line(s) of coverage by the Department of Banking and Insurance of the State of New Jersey.

(7) **Hold Harmless Provision**

Contractual Liability Insurance. The Contractor shall indemnify, defend and hold harmless the Township of West Windsor, its consultants, its officers, agents, contractors, subcontractors, servants and employees, from and against any and all claims, demands, suits, proceedings, liabilities, judgments, awards, losses, damages, costs and expenses, including attorney's fees, because of bodily injury, sickness, disease or death, sustained by any person or persons or injury or damages to, or destruction of, any property directly or indirectly arising out of, relating to, or in connection with the work, whether or not due or claimed to be due, in whole or in part, to the active, passive or concurrent negligence or fault of the Contractor, its officers, agents, servants, or employees and/or any other person or persons and whether or not such claims, demands, suits or proceedings are just, unjust, groundless, false, or fraudulent. The Contractor shall furnish evidence to the Township of West Windsor that with respect to accomplishing the work in the Agreement, it carries said Contractual Liability Insurance in the amounts specified in Paragraph 2.6.7, second paragraph above.

**2.6. Independent Contractor**

West Windsor Township will be an independent contractor. All persons employed by a firm in accordance with a contract resulting from this RFP will be employees of the firm and not the Township of West Windsor. Successful respondent shall complete W-9 Form and submit to Business Administrator prior to contract award. The Form is available at the following link <http://www.irs.gov/pub/irs-pdf/fw9.pdf>.

**2.7. Best Practices**

The Township Attorney will adhere to the best practices described in the State of New Jersey, Office of the Comptroller's report of June 25, 2013. "An Analysis of Legal Fees Paid by New Jersey Local Governments".

**2.8 Public Record**

All information contained in proposals submitted in response to this solicitation shall become a matter of public record upon contract award, and be made available upon request, unless otherwise marked. The Respondent must identify, in writing, all copyrighted material, trade secrets or other proprietary information the Respondent claims are exempt from disclosure pursuant to the New Jersey Open Public Records Act. The Respondent who claims such an exemption must also state in the proposal that, "The Respondent agrees to indemnify and hold harmless the Township and its officers, employees and agents from any claims, liability or damages against the Township and to defend any actions brought against the Township for its refusal to disclose such material, trade secrets or other proprietary information to any party."



## **2.9. Clarifications**

The Township reserves the right to seek clarification of each proposal submitted. The Township also reserves the right to require other evidence of technical, managerial, financial, or other abilities prior to selection.

## **2.10. Interviews**

The Township may invite one or more respondents to be interviewed. Specific date and time to be determined by the Administrator.

## **3. Scope of Work – Primary Responsibilities and Requirements for Legal Services**

The Township Attorney is appointed by the Mayor with the advice and consent of the Council. The Township Attorney is the chief legal counsel for the Township of West Windsor and is responsible for advising on all legal matters.

The following are the primary responsibilities for legal services the Township will require in a Township Attorney:

- Advise the governing body, Township Boards and Commissions, and all township officials on municipal government legal matters including parliamentary procedures for running meetings.
- Attend all meetings of the governing body unless excused by the Mayor or Council. Attend other meetings as assigned by the Mayor or Administrator.
- Coordinate and manage the services and costs of all outside legal counsel.
- Provide legal advice to staff, upon request of the Administrator.
- Prepare and/or review all ordinances, resolutions, municipal contracts, joint powers agreements, and other agreements and contracts entered into by the township.
- Research and submit legal opinions on municipal or other legal matters as requested by members of the governing body, Mayor or Administrator.
- Provide written updates on new State or Federal legislation or judicial decisions impacting the Township and suggested actions or changes in operations or procedures to assure compliance.
- Provide guidance on personnel matters, including employee disciplinary and grievance matters.

- Perform legal work pertaining to land use issues including but not limited to property acquisitions, property disposals, public improvements, easements, dedications and right-of-way and property vacations.
- When required advice and opine on municipal codes, zoning regulations and building standards. If necessary represent those opinions through administrative and judicial actions.
- Attend staff meetings at the request of the Mayor or Administrator (twice a month, the day of Council meetings).
- Communicate with the press, when authorized to do so by the Mayor or Administrator regarding municipal legal matters.
- Promptly return all calls and e-mails from the governing body and staff.

The requirements listed below are the minimum levels expected from the individual named in Respondent's proposal to be appointed Township Attorney.

- The Township Attorney shall be either (a) a member of or employed by a multi-discipline firm of New Jersey licensed attorneys with at least eight (8) years' experience, or (b) shall personally have at least five (5) years' experience, representing municipalities in all aspects of municipal law including, but not limited to, general municipal government law; tort claims act, municipal litigation and appeals; Fair Housing Act, Affordable Housing, and affordable housing issues; New Jersey employment and personnel law; tax appeal experience, eminent domain and redevelopment issues; municipal finance; redevelopment and real estate issues; election law; OPRA, OPMA, municipal land use law including state regulations affecting the same; municipal utilities law; Green Acres and open space law; NJDEP, legislation and regulations; and familiarity with Titles 40 and 40A of the New Jersey Statutes.
- The individual(s) appointed as Township Attorney or primarily assigned by a firm must be a New Jersey licensed attorney, admitted to the bar for at least eight (8) years and have five (5) years prior experience as Township Attorney.
- The Township Attorney may, in his/her discretion, be assisted by employees of the Attorney's firm with lesser levels of experience.

## **4. Proposal Form and Content**

### **4.1. Proposal Submittal**

All pages of the proposal must be numbered consecutively. The proposal shall not exceed twenty (20) pages in length. Resumes and licenses shall not count against this page limit. The proposal must be organized in accordance with the list of proposal contents.

### **4.2. Proposal Form and Content**

Respondents must include the following items in their proposals addressing the scope of work in Section 3. All items must fall within the maximum page count.

#### **4.2.1. Letter of Transmittal**

Include a cover letter signed by a duly authorized representative of the firm. The cover letter must include name, address, telephone number, fax number and e-mail address of the respondent submitting the proposal. In addition, the name, title, address, telephone number, fax number and e-mail address of the person or persons to contact whom are authorized to represent the respondent and to whom correspondence should be directed should also be included. Additionally, the cover letter must include the following table containing the requested information.

- Name of proposed Township attorney.
- Office address.
- Firm's principal activities.
- Number of personnel in the Firm.
- Areas of expertise within your Firm.
- Monthly Retainer, if proposed, should be outlined with as much detail as possible based upon the general areas included within the RFP.
- Services included in monthly retainer (state what is included).
- Hourly rates for services not included in retainer.
- If a traditional hourly approach is being proposed then the hourly billing rates should be broken out for all services provided as well as any hourly rates of any individuals who would be providing services to the township.

#### **4.2.2. Table of Contents**

Include a clear identification of the submitted material by section and by page number.

#### **4.2.3. Executive Summary**

Introduce the proposal and summarize the key provisions of the proposal. Provide a statement describing why the respondent is qualified to perform this work, the name of the individual who would serve as the Township attorney, and the proposed fees.

#### **4.2.4. Statement of Understanding**

Include a detailed statement of understanding of the Township attorney services to be provided. If there are services listed in this RFP that the respondent will not be able to provide, described those services in this section.

#### **4.2.5. Approach to Legal Services**

- (1) Describe your view of the role of the Township attorney.
- (2) Describe how you will keep the governing body, Mayor and Administrator informed about the status of litigation and other legal matters.
- (3) Describe how you track and manage legal costs so that municipal legal costs are held to a minimum and within budget.
- (4) Describe how you would proactively advise the governing body about legal developments or issues of concern.
- (5) Describe how as the Township attorney you would work with the Mayor, Administrator and staff.
- (6) Describe how as the Township attorney you would work with the Council and participate in meetings of the governing body, and other meetings. Would you describe your style of participation in such meetings as proactive or reactive?
- (7) How much over the retainer (if suggested) would you expect West Windsor to spend engaging the services of your firm for litigation, special expertise, or other services?
- (8) How do you evaluate the costs/benefits of litigating or settling cases?
- (9) How would you evaluate whether to use an attorney within your law firm or an attorney from another firm to handle a case, provide expert advice, or provide other needed services? How will fees enter into your judgment of who to use in your role as Township attorney representing the interests of West Windsor.

- (10) Describe the firm's practices regarding professional development, training, and keeping current in the law and legal matters affecting their clients.
- (11) Describe how you will work to achieve a seamless transition from the incumbent to the new contract and measures you will take to mitigate inherent contract transition risks such as loss of continuity.

#### **4.2.6. Background**

- (1) Describe your firm's background and history; include number of years in business
- (2) Describe your firm's municipal legal services training experience.
- (3) Location of office(s) that would serve West Windsor
- (4) Staff services available (clerical support, paralegals, other non-attorney staff).

#### **4.2.7. Proposed Attorney(s) – Name of person whom you propose to designate as Township attorney and Other Attorneys you would assign work to. Provide the following for each:**

- (1) Certificates or licenses, including the date of admission to the State Bar of New Jersey.
- (2) Description of education (including name of educational institutions, degrees conferred, and year of each degree).
- (3) Professional background and professional associations.
- (4) Description of principal areas of responsibilities.
- (5) Experience with and knowledge of the law relating to general municipal law, the Mayor-Council under the Faulkner Act form of government, land use and planning, environmental law for New Jersey and other related areas of law, administrative law; labor relations/personnel law.
- (6) Expertise and training.

#### **4.2.8. References**

Provide contact information for relevant municipal clients for which services have been provided in the last five (5) years. Please include the contact person's name, position, municipality, telephone number and e-mail address.

#### **4.2.9. Clients/Potential Conflicts of Interest**

- (1) List all public clients for whom your firm currently provides services under a fee for services basis or on a retainer basis. Indicate the services provided (e.g., Municipal attorney services, special legal expertise in specific disciplines, etc.). Identify any foreseeable or potential conflicts of interest that could result from such representation and the manner in which you would propose to resolve such conflicts.
- (2) For the person to be designated as Township attorney, list all public clients that person presently represents as municipal attorney or general counsel, along with the meeting dates and times for each governing body.
- (3) List all private clients that could potentially pose a conflict of interest with your representing West Windsor, i.e. (any current council members, board members, commission members.)
- (4) Identify all situations in the last five years in which you have been adverse to public entities, either in litigation or administrative matters.

#### **4.2.10. Fee Schedule**

The Township of West Windsor is open to, but not requiring, proposals for a monthly retainer fee, which would cover preparation for and attendance at regular Council meetings, special Council meetings, staff meetings in West Windsor, communications with the municipality of West Windsor and legal work provided under the retainer.

- (1) Please describe what is included in the retainer (including typical number of hours spent on routine matters each week).
- (2) Please provide an hourly rate for all of the individuals who may be working with West Windsor from the firm. In addition, please provide any rate for special legal services.

**4.2.11.** Please provide the monthly retainer fee, hourly rates and schedule of fees in a **table** format.

#### **4.2.12. Additional Information**

Any other information that the Respondent feels applicable to the evaluation of the proposal or of their qualification for accomplishing the legal services should be included in this section. You may use this section to address those aspects of your services that distinguish your firm from other firms.

## **5. Evaluation, Review and Selection Process**

### **5.1. Proposals to Remain Open Until Acceptance**

RFP responses shall remain open for a period of sixty (60) calendar days from the stated submittal date. The Township will either award the contract within the applicable time period or reject all proposals.

The Township may extend the decision to award or reject all proposals beyond the sixty (60) calendar days when the proposals of any respondents who consent thereto may, at the request of the Township, be held for consideration for such longer period as may be agreed.

### **5.2. Rejection of Proposals**

The Township reserves the right to reject any or all proposals, or to reject any proposals if the evidence submitted by, or investigation of such respondent fails to satisfy the Township that such respondent is properly qualified to carry out the obligations of the RFP and to complete the work contemplated therein. The Township reserves the right to waive any minor informality in the RFP.

### **5.3. Evaluation Process**

An evaluation team will review all proposals to determine if they satisfy the Scope of Work and the Proposal Requirements, determine if a proposal should be rejected and evaluate the proposals based upon the Evaluation Criteria. The highest-ranking respondent will then be recommended to the Mayor for award of contract, based on price and other factors.

### **5.4. Evaluation Criteria**

The criteria considered in the evaluation of each proposal follows. The arrangement of the criteria is not meant to imply order of importance in the selection process. All criteria will be used to select the successful respondent.

#### **5.4.1. Understanding of the Requested Work**

The proposals will be evaluated for general compliance with instructions and requests issued in the RFP. Non-compliance with significant instructions shall be grounds for disqualification of proposals.

#### **5.4.2. Knowledge and Technical Correspondence**

This includes the ability of the respondent to perform all of the tasks and fulfill adequately the stated requirements.

#### **5.4.2.a. Management, Experience and Personnel Qualifications**

Expertise of the firm shall be demonstrated by past contract successes providing government or other agencies with similar services. The respondent will be evaluated on knowledge, experience, prior collaboration and successful completion of projects/services similar to that requested in this RFP. In addition to relevant experience, respondents shall provide personnel qualifications in the Proposal.

#### **5.4.3. Ability to Complete the Services in a Timely Manner**

This is based on the estimated duration of the tasks and the respondent's ability to accomplish these tasks as stated.

#### **5.4.4. Cost**

Price shall be based on monthly retainer fee, hourly rates and schedule of fees submitted with the proposal. Any services not included as part of any resulting contract scope of services must be approved and authorized by the Township before such work is initiated. The Township shall pay for such approved services, at the rate or cost agreed upon between the Township and Firm, provided the respondent has provided a schedule of fees for additional services with this RFP.

#### **5.5. Contract**

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

#### **5.6. Payment**

Payment will be made after a properly executed Township voucher has been received and formally approved on the voucher list by the Township Council at its subsequent regular meeting. The voucher will be certified correct by the department/division head who received the goods or services.

#### **6. Term of Contract**

July 1, 2014\* – December 31, 2015

\*Actual beginning date of contract will be determined at time contract is awarded.

#### **7. Award of Contract**

Award of a contract is subject to the availability of funds. Award of a contract shall be approved as required by law.



**EXHIBIT A**  
**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
**N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)**  
**N.J.A.C. 17:27**

**GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS**

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will 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, gender identity or expression, disability, nationality 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 forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et 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, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the 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, 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

Employee Information Report Form AA302

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

---

Print Name of Company/Firm

---

Print Name

---

Date

---

Signature

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

The contract and the Township of West Windsor, (hereinafter “owner”) do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the “Act”) (42 U.S.C. §121 01 *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 there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of 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 owner’s grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

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

\_\_\_\_\_  
Print Name of Company/Firm

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

**EXHIBIT C**  
**AFFIRMATIVE ACTION COMPLIANCE NOTICE**  
**N.J.S.A. 10:5-31 AND N.J.A.C. 17:27**

**GOODS AND SERVICES CONTRACTS**  
**(INCLUDING PROFESSIONAL SERVICES)**

This form is a summary of the successful bidder's requirement to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:17-1 et seq.

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

The successful vendor(s) must submit the copies of the AS302 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 vendor copy is retained by the vendor.

The undersigned vendor 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. 17:27.1 et seq. and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et seq.

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

PRINT NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**EXHIBIT D**  
**Election Law Enforcement Commission**

Pay-To-Play: The Election Law Enforcement Commission (ELEC) has adopted its proposed regulations (published in the April 16, 2007 edition of the N.J. Register). The regulations require vendors to submit their annual report covering contracts and contributions for the prior calendar year by March 30<sup>th</sup> of each year.

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

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

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

PRINT NAME: \_\_\_\_\_

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

DATE: \_\_\_\_\_

**EXHIBIT E**  
**TOWNSHIP OF WEST WINDSOR**  
**AFFIDAVIT OF COMPLIANCE WITH**  
**SECTION 4-22.1 ET SEQ. OF THE TOWNSHIP CODE**

State of \_\_\_\_\_ :

: ss

County of \_\_\_\_\_ :

I,

\_\_\_\_\_  
(Name of Professional Business Entity(s); if a corporation, name of officer making affidavit)

being duly sworn, affirm that I am aware of the provisions of Chapter 4-22.1 *et seq.* of the Township Code of the Township of West Windsor, which was enacted into law by Township Ordinance No. 2003-09 and made effective as of April 7, 2003. In accordance with that Ordinance, I further declare that neither the professional business entity with which I am associated, nor I, have made any contribution of money or anything of value, including in kind contributions at any time after April 7, 2003, to any West Windsor Township candidate for Mayor Township Council, or West Windsor Township political party committee or their intermediaries, including but not limited to, a Mercer County political party committee. I further declare that I am aware that if it is determined that such contributions have been made, that it will be deemed as a material breach of any professional services agreement that I have entered into with the Township of West Windsor and that I may be subject to penalties as may be provided by law, including those set forth in Chapter 4-22.1 *et seq.* of the Township Code.

\_\_\_\_\_  
Signature of Person Making Affidavit

Sworn and subscribed to before me this  
\_\_\_\_ day of \_\_\_\_\_, 2014

\_\_\_\_\_

My Commission expires \_\_\_\_\_

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

**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 West Windsor Township as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

Election Fund of Peter Mendonez, Jr.	Time For Change West Windsor
Election Fund of Bryan Maher	Strong Leaders for West Windsor
Election Fund of Shing-Fu Hsueh	West Windsor Moving Forward Together
Election Fund of Linda Geevers	Time for Change West Windsor
Election Fund of George Borek	West Windsor Moving Forward Together
Election Fund of Kristina Samonte	West Windsor Moving Forward Together

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

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

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

Subscribed and sworn before me this \_\_\_ day of \_\_\_\_\_, 2\_\_.

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

My Commission expires: \_\_\_\_\_ (Print name & title of affiant) (Corporate Seal)

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

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

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

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

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

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

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

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

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

**Temporary and Executing**

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

~~~~~  
**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)

## EXHIBIT G

# C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

## Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 ([www.nj.gov/dca/lgs/lfns/lfnmenu.shtml](http://www.nj.gov/dca/lgs/lfns/lfnmenu.shtml)).

1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a “fair and open” process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
  - a. The Division has prepared model disclosure forms for each county. They can be downloaded from the “County PCD Forms” link on the Pay-to-Play web site at [www.nj.gov/dca/lgs/p2p](http://www.nj.gov/dca/lgs/p2p). They will be updated from time-to-time as necessary.
  - b. A public agency using these forms **should edit them to properly reflect the correct legislative district(s)**. As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
  - c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
  - d. The form may be used “as-is”, subject to edits as described herein.
  - e. The “Contractor Instructions” sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
  - f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a “Stockholder Disclosure Certification.” This will assist the local unit in its obligation to ensure that contractor did not make any

prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract. (See Local Finance Notice 2006-7 for additional information on this obligation) A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. **NOTE: This section is not applicable to Boards of Education.**

# 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.**

<sup>1</sup> 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.”





**EXHIBIT H**

**List of Agencies with Elected Officials Required for Political Contribution Disclosure  
N.J.S.A. 52:34-25**

**County Name: Mercer**

State: Governor, and Legislative Leadership Committees

Legislative District #s: 12, 14, 15, & 30

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

County:

Freeholders

County Clerk

Sheriff

County Executive

Surrogate

**Municipalities (Mayor and members of governing body, regardless of title):**

East Windsor Township

Ewing Township

Hamilton Township

Hightstown Borough

Hopewell Borough

Hopewell Township

Lawrence Township

Pennington Borough

Princeton Borough

Princeton Township

Trenton City

Washington Township

West Windsor Township

**Boards of Education (Members of the Board):**

East Windsor Regional

Ewing Township

Hamilton Township

Hopewell Valley Regional

Lawrence Township

Princeton Regional

Washington Township

West Windsor-Plainsboro

Regional

**Fire Districts (Board of Fire Commissioners):**

Chesterfield-Hamilton Fire District No. 1

Hamilton Township Fire District No. 2

Hamilton Township Fire District No. 3

Hamilton Township Fire District No. 4

Hamilton Township Fire District No. 5

Hamilton Township Fire District No. 6

Hamilton Township Fire District No. 7

Hamilton Township Fire District No. 8

Hamilton Township Fire District No. 9



Hopewell Borough Fire District No. 1  
Hopewell Township Fire District No. 1  
Hopewell Township Fire District No. 2  
Hopewell Township Fire District No. 3  
Pennington Borough Fire District No. 1  
Washington Township Fire District No. 1

**EXHIBIT I  
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:**

Partnership

Corporation

Sole Proprietorship

Limited Partnership  
Partnership

Limited Liability Corporation

Limited Liability

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>__. | _____                           |
| (Notary Public)                                                | (Affiant)                       |
| My Commission expires:                                         | _____                           |
|                                                                | (Print name & title of affiant) |
|                                                                | (Corporate Seal)                |

**EXHIBIT J**  
**NON-COLLUSION AFFIDAVIT**

**STATE OF NEW JERSEY**

Labor Attorney  
(Services)

County of \_\_\_\_\_

I, \_\_\_\_\_  
(Name of Partner or Officer of the Firm)

Located at \_\_\_\_\_  
(Business Address)

in the County of \_\_\_\_\_ and State of \_\_\_\_\_

being of full age, and duly sworn according to law on my oath depose and say that I am \_\_\_\_\_ of the firm of \_\_\_\_\_ the Professional Service Entity making the submission for the above named services, and that I executed said Proposal with full authority to do so; that said Professional Service Entity has not, directly or indirectly, entered into any agreement, participated in collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named services; and that statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the West Windsor Township 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 services.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contact upon an agreement of understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees of bona fide established commercial or selling agencies maintained by

\_\_\_\_\_  
(Name of Professional Service Entity)

Subscribed and sworn to before me

this \_\_\_\_\_ day of \_\_\_\_\_ 2014

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

\_\_\_\_\_  
(Signature of Professional)

\_\_\_\_\_  
(Print/Type Name of Affiant)

**EXHIBIT K**  
**DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

**Project Name:** \_\_\_\_\_ **Bidder/Offeror:** \_\_\_\_\_

**PART1:**

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 the person or entity, or one of the person or entity's parents, subsidiaries, or affiliates, is not identified on a list created and maintained by the Department of the Treasury as a person or entity engaging in investment activities in Iran. If the Director finds a person or entity to be in violation of the principles which are the subject of this 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 person or entity.

**I certify, pursuant to Public Law 2012, c. 25, that the person or entity listed above for which I am authorized to bid/renew:**

is not providing goods or services of \$20,000,000 or more in the energy sector of Iran, including a person or entity that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran, **AND**

is not a financial institution that extends \$20,000,000 or more in credit to another person or entity, for 45 days or more, if that person or entity will use the credit to provide goods or services in the energy sector in Iran.

**In the event that a person or entity is unable to make the above certification because it or one of its parents, subsidiaries, or affiliates has engaged in the above-referenced activities, a detailed, accurate and precise description of the activities must be provided in part 2 below to the NJ Division of Purchase and Property under penalty of perjury. 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, 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.

NAME: \_\_\_\_\_ Relationship to  
Bidder/Offeror \_\_\_\_\_

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

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

Bidder/Offeror 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 above-referenced person or entity. I acknowledge that the State of New Jersey is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with West Windsor Township to notify the State of New Jersey in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with West Windsor Township and that the Township at its option may declare any contract(s) resulting from this certification void and unenforceable.**

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

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

**Township of West Windsor  
RFP Document Checklist**

The following information shall be included and made part of the contractual agreement.

Read,  
Acknowledged,  
Signed & Sealed  
Respondent's Initial

- A. Mandatory Equal Employment Opportunity Language (Exhibit A). \_\_\_\_\_
- B. Mandatory Americans with Disabilities Act, Equal Opportunity for Individuals with Disability (Exhibit B). \_\_\_\_\_
- C. Affirmative Action Compliance Notice (Exhibit C). \_\_\_\_\_
- D. Election Law Enforcement Commission (Exhibit D). \_\_\_\_\_
- E. Affidavit of Compliance with Section 4-22.1 et seq. (Exhibit E). \_\_\_\_\_
- F. Business Entity Disclosure Certification (Exhibit F). \_\_\_\_\_
- G. C.271 Political Contribution Disclosure Form (Exhibit G). \_\_\_\_\_
- H. List of Agencies with Elected Officials Required for Political Contribution Disclosure – N.J.S.A. 52:34-25 (Exhibit H). \_\_\_\_\_
- I. Stockholders Disclosure Certification (Exhibit I). \_\_\_\_\_
- J. Non-Collusion Affidavit (Exhibit J). \_\_\_\_\_
- K. Disclosure of Investment Activities in Iran (Exhibit K) \_\_\_\_\_

This checklist is provided for respondent's use in assuring compliance with required documentation; however, it does not necessarily include all specifications requirements and does not relieve the respondent of the need to read and comply with the specifications.

Name of Respondent: \_\_\_\_\_ Date: \_\_\_\_\_

By Authorized Representative:

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

Print Name & Title: \_\_\_\_\_