

BOROUGH OF WOODBURY HEIGHTS

REQUEST FOR PROPOSAL

FOR

CONTROL SYSTEMS (SCADA) CONSULTANT

Prepared By:

Borough of Woodbury Heights
500 Elm Avenue
Woodbury Heights, NJ 08097

Date Issued: May 26, 2017

SUBMISSION DEADLINE

11:00 A.M.

June 20, 2017

ADDRESS ALL PROPOSALS TO:

**PURCHASING AGENT
BOROUGH OF WOODBURY HEIGHTS
500 ELM AVENUE
WOODBURY HEIGHTS, NJ 08097**

GENERAL INFORMATION & SUMMARY

ADDRESS ALL RESPONSES TO:

BOROUGH OF WOODBURY HEIGHTS
500 ELM AVENUE
WOODBURY HEIGHTS, NJ 08097
Attn: "Purchasing Agent"
(856) 848-2832

PURPOSE OF REQUEST

I. SCOPE OF CONTRACT

The Borough of Woodbury Heights (BWH) is requesting proposals from qualified individuals and firms to provide Control System Consulting services. Services may include, but not necessarily be limited to, fabrication of new control panels, design support of new control systems for water and sewer operations, repair and replacement of existing control system hardware and/or software, programming modifications for communications between SCADA systems, sanitary sewer pumping stations, potable water wells and water treatment facilities, and radio telemetry systems, together with related services consistent with and in compliance with any and all applicable Federal and State laws, rules and regulations. This contract will be awarded through submission of written proposals.

- A. Period of Contract: The term of this contract will be eighteen (18) months, commencing on or about July 1, 2017, with the Borough expressly reserving the option to extend the term of the initial contract for up to two (2) - one (1) year extensions..
- B. Eligibility to Submit Proposal: In order to be eligible to submit a proposal, the contractor and/or vendor must:
1. Be registered to do business in New Jersey;
 2. Satisfy and comply with the terms, conditions and requirements specified in this RFP;
 3. Be a legal resident in the United States;
 4. Not be on any State debarred contractor or vendor list;
 5. Be experienced in the design, procurement, construction, implementation and providing the necessary support services of supervisory control and data acquisition systems related to the type of equipment and applications required by the Borough.

C. Access to Existing Control System: The Borough of Woodbury Heights will allow prospective contractors to inspect the Borough's current control systems, pending availability of Borough personnel. Appointments to conduct an inspection shall be requested at least 48 hours prior to desired time by emailing the CFO, Vikki Holmstrom (vikki@bwhnj.com) **and** the Public Works Manager, Paul Pheasant (ppwm@bwhnj.com). All prospective contractors must be accompanied by the Public Works Manager or his designee during any visit to inspect the current system maintained by the Borough.

II. SPECIALIZED TECHNICAL REQUIREMENTS OF PROPOSAL

A. The contractor and/or vendor must demonstrate the ability to:

1. Represent the Borough of Woodbury Height's interest in connection with control system requirements for ongoing and proposed water/sewer projects in accordance with any and all regulatory approvals. Development of control system projects which advance the interests of the Borough's monitoring and reporting of water and sewer parameters for compliance with regulatory requirements;
2. Provide sufficiently qualified staff to complete the engagement within the time frame and in satisfaction of the deadlines established by the Borough from time to time during and throughout the contract term;
3. Fabricate control panels within the Borough's UL Certified panel building facility to UL-508 standards;
4. Provide calibration, installation and service for water and waste water instrumentation and analyzers;
5. Provide guidance regarding any other control system requirements and needs of the Borough, and attend specially scheduled meetings throughout the duration of the contract on an as needed basis to support project implementation efforts;
6. Respond to emergency outages or failures of the system within the time frame established by the Borough. Maintains a permanent staff technician that programs, tests and field services control systems within sixty (60) mile radius of the Borough of Woodbury Heights.
7. Troubleshoot existing conditions, as well as the preparation of recommended solutions and execution of same as directed by the Borough from time to time during the contract term.
8. Provide guidance and advice for planning upgrades in both hardware and software, on an as-needed basis.
9. Perform hardware and software maintenance on failed equipment, control documentation, and the recommendation of upgrades.

10. Performs complete installations from conception through startup.
 11. Performs all programming and creation of HMI screens.
- B. The contractor and/or the vendor must have a minimum of ten (10) years of experience and extensive knowledge with the following:
1. The Borough's existing SCADA system hardware, software, as well as the Borough's water and sewer operations.
 2. Programming and HMI software.
 3. The operational requirements and programming of water treatment plant processes, public community water supply wells and storage tanks with remote monitoring and control capabilities.
 4. The operational requirements and programming of sanitary sewer pumping stations with remote monitoring and control capabilities.
- C. Note: Supplemental information may be requested by the Borough and an interview may be required both prior to and following any RFP award by the Borough Council..

III. ADMINISTRATIVE INFORMATION FOR PROPOSAL

A. PROPOSAL FORMAT:

1. Hourly Rate to be assessed and specifically detailed on any and all scheduled services.
2. Hourly Rate to be assessed upon emergency services.
3. Other formats as determined by the contractor and/or vendor.

B. SUBMISSION REQUIREMENTS OF PROPOSALS:

All applicants must include the following information with their proposal:

1. Names, addresses and statements of the qualifications of chief officers of the entity or corporation.
2. Names addresses and statements of the qualifications of the person(s) who will be handling the account on a day-to-day basis.
3. Estimated response time and typical protocol for handling any and all responses or services to be provided to the Borough.
4. References from existing clients, especially state or municipal governmental entities.

5. All government references must include, the name, address and contact information of the purchasing agent or Finance Office AND Water/Sewer Department contact.
6. Copy of completed Woodbury Heights pay-to-play forms. Applications that do not include these forms will be considered incomplete and not considered.
7. NJ Business Registration Certification
8. Affirmative Action Affidavit and Certification
9. Proposals must be received by the Borough Purchasing Agent no later than Tuesday, June 20, 2017 at 11:00 AM. Proposals will be accepted via US Mail with envelope marked clearly on left bottom corner "CONTROL SYSTEM (SCADA) CONSULTANT PROPOSAL" or by hand deliver with "CONTROL SYSTEM (SCADA) CONSULTANT PROPOSAL" noted in same fashion. All proposals should be addressed to: Borough of Woodbury Heights, Purchasing Agent, 500 Elm Avenue, Woodbury Heights, NJ 08097.

IV. TERMS, CONDITIONS AND REQUIREMENTS

Note: Once the Borough selects a proposal, the parties will be required to execute a contract.

A. Vendor and Borough Ethics

The Borough and persons who/that provide services to it are governed by the Local Government Ethics Law, N.J.S.A. 40A:9-22.1 et seq., and ethics policies adopted by the Borough. In particular, contractors and/or vendors are put on notice that Borough employees, as well as members of their immediate family and business organizations in which they have an interest, are prohibited from soliciting or accepting gifts, favors, loans, services, promise of future employment or other thing of value from any person or entity which has a contract with the Borough or the Borough employee has reason to believe that the person or entity may be awarded a contract with the Borough.

B. Insurance Requirements

The successful contractor and/or vendor selected to provide the services described herein is required to maintain the following policies of insurance during the term of the contract:

- § Not less than the minimum Workers' Compensation and Employer's Liability insurance required by New Jersey law.
- § Commercial General Liability including Products/Completed Operations

liability coverage for Personal Injury and Property Damage of not less than one million dollars (\$1,000,000) for each occurrence and two million dollar (\$2,000,000) annual aggregate.

§ Professional Liability insurance in the amount of one million dollars (\$1,000,000) for each wrongful act with a two million dollar (\$2,000,000) aggregate.

C. New Jersey Business Registration Requirements

The following provisions apply to the contract unless the contractor and/or vendor is (a) a not-for-profit business or (b) a body corporate and politic of the State of New Jersey.

For the purpose of this Agreement, the following terms have the meanings stated below. "Affiliate" means an entity that (a) directly, indirectly, or constructively controls another entity, (b) is directly, indirectly or constructively controlled by another entity or (c) is subject to the control of a common entity if it owns, directly or individually, more than 50% of the ownership interest in the common entity.

"Agreement" means this R F Q /RFP, executed by the successful contractor and/or vendor with the Borough.

"Business organization" means an individual, partnership, association, joint stock Company, trust, corporation or other legal business entity or successor thereof. It also includes any affiliates of the business organization. It does not include government agencies or organizations organized as non-profit entities.

"Proof of registration" means a copy of the organization's "Business Registration Certificate" issued by the New Jersey Treasury Department, Division of Revenue. No other form is valid.

"Subcontractor" means any business organization that (a) is not the contractor and/or vendor and (b) knowingly provides goods or performs services for a contractor and/or vendor or another subcontractor in the fulfillment of the contractor and/or vendor's responsibilities pursuant to this Agreement.

C1. The contractor and/or vendor shall submit proof of registration to the Borough with the Proposal on or before June 20, 2017 at 11 AM.

C2. The contractor and/or vendor shall notify the Borough in writing with a list of all subcontractors that will provide services pursuant to this Agreement and that each listed subcontractor shall be required to provide proof of business registration to the Borough.

C3. Final payment pursuant to this Agreement shall not become due and owing to the contractor and/ or vendor until such entity has submitted the following: (a) an accurate list of all subcontractors that will provide services pursuant to this Agreement and (b) proof

of registration for each subcontractor or, in the alternative, the contractor and/or vendor has certified that no subcontractors provided services in connection with this Agreement.

C4. A business organization that fails to provide a copy of the business registration certificates as required pursuant to section I of P.L. 2001, c.134 (C.52:32-44 et al.) or subsection e. or f. of section 92 of P.L. 1977, c.110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for up to the maximum penalty permitted by New Jersey Law for each business registration copy not properly provided pursuant to this Agreement.

D. False Claims

It is a crime for a person to knowingly submit to the Borough any claim for payment for performance of services, knowing such claim to be false, fictitious, or fraudulent.

E. Defaults in Performance

If the Contractor terminates its agreement with the Borough without cause or fails to perform in good faith in accordance with the terms and conditions of this RFP, the Borough shall have the right to retain another firm to perform the required work. If the Borough does so, the Borough expressly reserves the right to recover any and all damages as a result of such breach and the contractor and/or vendor may deduct only those for any work performed and approved by the Borough.

F. Termination by Contractor

The Contractor shall not have the right to terminate its agreement with the Borough except for good cause. Whether a Contractor's termination is for "good cause" shall be within the sole discretion and determination of the Borough. The Contractor shall give the Borough not less than 90 day prior written notice of an intention to terminate.

G. Records

The Contractor shall maintain, and the Borough and its duly authorized representatives shall have access to, at all times, any and all books, documents, papers, and records of the Contractor which are directly pertinent to this contract and the services to be provided by the Contractor to and on behalf of the Borough pursuant hereto for the purpose of making audit, examination, excerpts, and transcripts for a period of three (3) years after final payment. Copies of any and all applicable records shall be provided to the Borough and shall be further made available upon request.

H. Assignments and Subcontracts

The Contractor may not assign the contract with the Borough. The Contractor may not subcontract the services required by this RFP without the prior, written approval of the Borough Administrator and Licensed Operator. No subcontract shall be allowed unless the Contractor's insurance policy will provide the subcontractor with the

Contractor's coverage or, alternatively, the subcontractor provides the Borough with a certificate of insurance which demonstrates that the proposed subcontractor has all of the insurance that the Contractor is required by this RFP to have. Notwithstanding Borough approval of a subcontractor, the Contractor shall remain obligated for full performance hereunder, and the Borough shall incur no obligation other than its obligations to the Contractor hereunder.

I. Indemnification of Borough

The Contractor agrees to indemnify and hold harmless the Borough of Woodbury Heights, its officers, employees, agents and servants from and against any and all claims, demands, suits, actions, recoveries, judgments, costs and expenses including, but not limited to, attorney's fees, incurred or suffered on account of property damage or loss and/or personal injury including loss of life of any person, agency, corporation or governmental entity which shall arise out of the course of or in consequence to any acts or omissions of the Contractor, its employees, agents, servants or subcontractors in the performance of the work to be performed pursuant to this RFP or the failure of the Contractor, its employees, agents, servants or subcontractors to comply with any term or condition of this RFP. The Contractor further agrees that this indemnification shall continue after completion of the its services for all claims, demands, suits, actions, recoveries, judgments, costs and expenses, including attorney's fees, resulting from acts or omissions of the Contractor, its employees, agents, servants or subcontractors which occur prior to the completion of services.

J. No Agency Relationship

Contractor is and shall at all times relevant hereto regarded as an independent contractor. Contractor shall not at any time act as an agent for the Borough or represent that Contractor has any authority to bind, obligate or speak for the Borough. Nothing herein is intended nor shall any term of this RFP be construed as creating an employer-employee relationship between the Borough and Contractor or be deemed to constitute the appointment of Contractor as the Borough's agent, without the express prior written approval by the Borough to act in such capacity.

K. Payment Procedure

The Contractor will be paid upon receipt of a detailed written invoice describing the specific services performed and a properly executed voucher covering the purchase order as submitted. All invoices and vouchers must be submitted to the billing address as shown on each purchase order. Invoices must match the purchase order and have a full and complete detailed description of all services and/or supplies provided to the Borough..

L. Borough Tax Status

The Borough of Woodbury Heights is exempt from all taxes, including Federal Excise Tax, Transportation Taxes, and State Sales or Use Tax.

M. Royalties and license fees

The Contractor shall be responsible for all royalties and license fees. The Contractor shall

defend all suits or claims for infringements of any patent rights and shall indemnify save the Borough harmless from loss on account thereof.

N. Contract Contingent on Borough Funding

All contracts are subject to the availability and appropriation of funds.

V. SELECTION PROCESS

All contractors and/or vendors are required to provide a detailed written proposal indicating how the services will be provided and by whom and the cost for same under the Agreement.

An evaluation committee that will include the Purchasing Agent/CFO, Clerk/Business Administrator and Public Works Manager will evaluate proposals according to various criteria, with cost, vendor experience, response time, qualifications of responding personnel, and ability to follow New Jersey Public Procurement Laws and Procedures to be considered. **All proposals must include daytime contact information for the primary person who would be handling the account for the Borough of Woodbury Heights.**

It is the bidder's responsibility to check the Borough's website (www.bwhnj.com) for any addenda prior to RFP return proposal date stated herein.

Please submit one (1) original and three (3) copies of your proposal, along with attached questionnaire, either in person or postmarked, in a sealed envelope, with "Control Systems Consultant" written on bottom right hand side of envelope, to Vikki Holmstrom, Purchasing Agent, Borough of Woodbury Heights, 500 Elm Avenue, Woodbury Heights, N.J. 08097, no later than **11 a.m. (EST) on Tuesday, June 20, 2017.**

Any questions about the requirements can be directed to Vikki Holmstrom at (856) 848-2832, or by email at vikki@bwhnj.com.

VI. CONDITIONS GOVERNING PROPOSALS

A. The Borough of Woodbury Heights is not responsible for any proposals that are lost, wrongly addressed, misdirected or otherwise undeliverable by the return date and time stated herein.

B. The Borough of Woodbury Heights is not responsible for any costs incurred in preparing submissions of responses to this RFP.

- C. By submitting a proposal, the contractor and/or vendor agrees that it will not make any claims for or have any right to damages because of any misrepresentation or lack of information.
- D. All materials, proposals and contents submitted during the review process will become the property of the Borough of Woodbury Heights except in cases mutually agreed upon by the parties.

**BOROUGH OF WOODBURY HEIGHTS
CONTROL SYSTEM (SCADA) CONSULTANT
PROPOSAL**

In completing and submitting this form, the contracting firm, individual or entity acknowledges that it has received and read the following which were provided with the submission materials:

- The notice of solicitation for professional service, pertaining to the professional service which is the subject of this submission.
- The scope of contract, minimum requirements and terms and conditions pertaining to the above professional service.

CHECKLIST: The following items, as indicated below, must be provided with the receipt of sealed submission:

1. Professional Service Proposal (this form) must be signed and dated _____
2. Proposal as outlines in Section I _____
3. Qualification Statements _____
4. Political Disclosure Forms _____
5. Copy of New Jersey Business Registration _____
6. Affirmative Action Certification _____
7. Insurance Documents _____
8. Subcontractor Disclosure _____

I certify that I am an authorized representative of the firm or business named below and offer on behalf of the firm to provide the professional services set forth herein in accordance with submission form and terms of the solicitation and submission materials noted above. I further certify that the information contained in and documents attached to this submission are true to the best of my knowledge and belief, with the understanding that it will be relied upon as such by the public entity to which it is being submitted.

Firm: _____ Date: _____

Signature of Authorized Representative: _____

Printed Name of Authorized Representative: _____

Telephone #: _____ Fax #: _____

E-Mail: _____

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CONSULTANT

QUALIFICATIONS STATEMENT

Please use additional paper if necessary to fully respond to the questions in this form.

Company
Name: _____

Address: _____

Telephone: _____

Fax
#: _____

Email
Address: _____

Web
Address: _____

Business Form (select one): individual partnership corporation
 limited Liability Company other specify _____

Federal Employer ID Number: _____

Length of Time in Business: _____ years

Number of Employees: 2016 _____ Currently _____

**BOROUGH OF WOODBURY HEIGHTS
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QUALIFICATIONS STATEMENT

Is proposer owned by another company? yes _____ no _____

If "yes" provide the name and address of the other company:

Is proposer registered to do business in New Jersey? yes _____ no _____

Does proposer have experience in providing Control Systems (SCADA)?

yes _____ no _____

If "yes", describe proposer's experience and provide the name, address, telephone number, contact name and dates those services were provided. If there were multiple clients name at least three.

Describe the assets that enable you to provide the services needed by the Borough:

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QUALIFICATIONS STATEMENT

Name the person(s) who would be responsible for performing services and provide a copy of qualification and/or resume for each:

NOTE: If you answer "yes to any of the following questions explain the circumstances on a separate sheet.

Has any person currently employed by proposer ever been suspended, debarred or otherwise declared ineligible by a government agency from contracting to provide services because of the quality of work?

Yes_ No_

Have any persons proposed to provide services pursuant to this bid ever been convicted of a crime?

Yes_ No__

Are there are administrative, civil or criminal matters pending in any federal, state or local government jurisdiction in which the proposer or its principals or key personnel are involved? Yes___ No_____

Is there any proceeding pending which could result in the suspension or revocation of the license or certification of a person proposed to provide services pursuant to this bid?

Yes_ No____

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QUALIFICATIONS STATEMENT

Contacts. Provide the requested information for at least three clients for whom/which Proposer provided services comparable to those that are the subject of this bid since 2015.

Name of Client:

Contact Name

Client

Address,

Phone No. (_____) _____

Fax No.(_____) _____

Describe Services:

BOROUGH OF WOODBURY HEIGHTS
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QUALIFICATIONS STATEMENT

Name of Client

Contact
Name

Client
Address

Phone No. (_____) _____ Fax No.(_____) _____

Describe Services:

Name of Client

Contact Name

Client
Address:

Phone No. (_____) _____ Fax No.(_____) _____

Describe
Services.

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Statement from Insurance Broker

Proposer is to enclose with its submission a statement from Proposer's insurance broker reporting (a) that the Proposer has the policies of insurance described hereinabove or (b) that the insurance broker will, upon successful award of this contract to Proposer, supply the Proposer with insurance in the limits as required by this bid.

Within two business days of receiving advice of the Borough's intention to award this Contract to Proposer, the Proposer shall provide the Borough with a Certificate of Insurance evidencing that said insurance is and will be in effect during the term of the contract.

This certificate(s) is/are to be issued and mailed to:

**Borough of Woodbury Heights
500 Elm Avenue
Woodbury Heights, NJ 08097
Attention: Janet Pizzi, Business Administrator**

Each Certificate of Insurance shall contain a statement that the policy applies to all operations of the project that are undertaken by the insured during the performance of this contract. In addition, each Certificate of Insurance shall contain the following information or statements:

1. Name and address of insured.
2. A statement that the Borough of Woodbury Heights is an Additional Insured under Comprehensive General Liability.
3. The number and description of each policy in force on the date of the Certificate.
4. The expiration date of each policy shown as well as the amount of coverage for each policy.
5. A statement showing the method of cancellation. If cancellation may be effected by the giving of notice to the insured and the Borough of Woodbury Heights by the insurer, the policy and Certificate must provide that cancellation shall not be effective until ten (10) days after receipt of such notice by the Borough.

During the term of the contract, it shall be the responsibility of the Proposer to provide the Borough with additional Certificates of Insurance in compliance with the above showing current coverage when any insurance policy for the above-listed coverage expires.

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Evidence of New Jersey Business Registration

Proposer must provide evidence that Proposer is registered to do business in New Jersey. (See Section IV, Part C.)

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Certification Concerning Submission

The signature of the contractor and/or vendor's authorized agent(s) below attests that:

1. The information provided to the Borough is accurate, full, complete and truthful.
2. The Borough may, by means it solely deems appropriate, determine the truth and accuracy of the information provided with this submission.
3. The contractor and/or vendor has reviewed all of the specifications, terms and conditions, forms and all other documents contained in the bid specifications including addenda, if any;
4. The contractor and/or vendor has the requisite experience, knowledge, expertise and ability to provide the described services;
5. The contractor and/or vendor commits to provide the services as described in these specifications at the prices quoted in its Proposal; and
6. If the contractor and/or vendor proposes any deviation from the requirements of these specification, they will include a description of the proposed Deviation(s) Section below
 - § The contractor and/or vendor recognizes that all information submitted with this submission is for the purpose of inducing the Borough to award a contract to the contractor and/or vendor.
 - § The contractor and/or vendor understands and agrees that the submission and all supporting documentation shall become the property of the Borough and may be subject to review by the public.
 - § The contractor and/or vendor authorizes the Borough to contact any entity or person named in the submission for the purpose of verifying the accuracy of the information provided by the contractor and/or vendor.

**BOROUGH OF WOODBURY HEIGHTS
REQUEST FOR SEALED BIDS
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Deviations

NOTE: Unless contractor and/or vendor describes any proposed deviations below the Borough will hold contractor and/or vendor responsible for compliance with all terms, conditions and requirements specified in this RFQ/RFP.

If contractor and/or vendor proposes to deviate from any of the terms, conditions or requirements this bid, describe the proposed deviations below.

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: Gloucester

State: Governor, and Legislative Leadership Committees

Legislative District #: 5

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):

Clayton Borough	Logan Township	Swedesboro Borough
Deptford Township	Mantua Township	Washington Township
East Greenwich Township	Monroe Township	Wenonah Borough
Elk Township	National Park Borough	West Deptford Township
Franklin Township	Newfield Borough	Westville Borough
Glassboro Borough	Paulsboro Borough	Woodbury City
Greenwich Township	Pitman Borough	Woodbury Heights Borough
Harrison Township	South Harrison Township	Woolwich Township

Boards of Education (Members of the Board):

Clayton Borough	Greenwich Township	Pitman Borough
Clearview Regional	Harrison Township	South Harrison Township
Delsea Regional High	Kingsway Regional	Swedesboro-Woolwich
Deptford Township	Logan Township	Washington Township
East Greenwich Township	Mantua Township	Wenonah Borough
Elk Township	Monroe Township	West Deptford Township
Franklin Township	National Park Borough	Westville Borough
Gateway Regional	Newfield Borough	Woodbury City
Glassboro	Paulsboro Borough	Woodbury Heights Borough

Fire Districts (Board of Fire Commissioners):

Deptford Township Fire District No. 1	Franklin Township Fire District No. 5
Franklin Township Fire District No. 1	Harrison Township Fire District No. 1
Franklin Township Fire District No. 2	Washington Township Fire District No. 1
Franklin Township Fire District No. 3	Westville Borough Fire District No. 1
Franklin Township Fire District No. 4	

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

Limited Liability Corporation

Limited Liability Partnership

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____	_____
_____ (Notary Public)	(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
BOROUGH OF WOODBURY HEIGHTS

Part I – Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the _____ 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 *November 22, 2011* to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the *Borough of Woodbury Heights* as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

Woodbury Heights Republican Party	
Woodbury Heights Democratic Party	

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____.	_____ (Witnessed or attested by)
My Commission expires:	_____ (Seal)

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

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)

P.L. 1975, C. 127 (N.J.A.C. 17:27)

MANDATORY AFFIRMATIVE ACTION LANGUAGE  
PROCUREMENT, PROFESSIONAL AND 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, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicant are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. 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, sex, affectional or sexual orientation.

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 the regulations promulgated by the Treasurer pursuant to P.L. 1975, C. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C. 127, as amended and supplemented from time to time.

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

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

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office 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 Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).

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*Company*

*Authorized Signature*

*Date*

(REVISED 4/10)

**EXHIBIT A**

**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**

N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)

N.J.A.C. 17:27

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

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

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

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

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

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

## EXHIBIT A (Cont)

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

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

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender 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 (electronically provided by the Division and distributed to the public agency through the Division's website at [www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance))

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

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

PRINTED NAME: \_\_\_\_\_

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