

BOROUGH OF WOODBURY HEIGHTS

NOTICE OF SOLICITATION FOR SERVICES

NOTICE IS HEREBY GIVEN that sealed proposals will be received by the Purchasing Agent for the Borough of Woodbury Heights, County of Gloucester, State of New Jersey on Tuesday, January 16, 2018 at 10:00 am prevailing time at the office of the Purchasing Agent, Woodbury Heights Borough Hall, 500 Elm Avenue, Woodbury Heights, NJ 08097:

REQUEST FOR PROPOSAL: Gasoline Vehicles Maintenance and Repair

The Borough of Woodbury Heights is requesting proposals from qualified individuals or companies to provide mechanical services.

Forms and specifications may be obtained at the Woodbury Heights Borough Hall, 500 Elm Avenue, Woodbury Heights, NJ 08097 during regular business hours (8:30 AM to 4:30 PM). These forms are also available through the Borough's website (bwhnj.com) under professional services and bid opportunities.

Vendors are required to comply, where applicable, with the requirements of N.J.S.A. 10:5-31 et seq, N.J.A.C. 17:27-1 et seq, New Jersey Statutes Title 19 Fair and Open Process, and all other applicable laws.

By: Vikki Holmstrom, Purchasing Agent

Email: vikki@bwhnj.com

BOROUGH OF WOODBURY HEIGHTS

REQUEST FOR PROPOSAL

FOR

Gasoline Vehicles:
Maintenance and
Repair

Prepared By:

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

Issue date: December 28, 2017

Response due: January 16, 2018 by 10:00 AM

I. SCOPE OF CONTRACT

The Borough of Woodbury Heights is seeking proposals for the maintenance and repairs of gasoline powered motor vehicles for a 12 month period starting February 1, 2018.

This contract will be awarded through submission of written proposals.

Eligibility to Submit Proposal: In order to be eligible to submit a proposal, the proposer(s) must:

- Be registered to do business in New Jersey
- Satisfy and comply with the terms, conditions and requirements specified in this RFP;
- Be a legal resident in the United States;
- Not be on any State debarred contractor or vendor list;
- Be experienced in mechanical repair of gasoline powered motor vehicles.

Scope of Services:

PREVENTATIVE MAINTENANCE:

- To ensure maximum fleet availability and dependability, contractor will employ a rigorous preventative maintenance program. The preventative maintenance program shall meet or exceed original equipment manufacturer's recommendations. Contractor shall prepare a notification process that meets the Borough's needs and schedule preventative maintenance work to minimize inconvenience to the users and maximize vehicle availability.

GENERAL REPAIRS

- Contractor will perform all of the repairs to the Borough's fleet in response to breakdowns, to reports of trouble by vehicle user, or to identification of defects during the performance of preventative maintenance, and will plan and schedule all repair actions to assure minimal down time.
- Repairs facility will be within ten miles of the Borough of Woodbury Heights.
- Contractor shall keep records of all maintenance and repairs of the vehicles performed. All of those records shall be the property of the Borough of Woodbury Heights and shall be available to the Borough at all times and returned to the Borough immediately upon the termination of this contract.
- Contractor shall make recommendations to the Borough concerning whether vehicles that require repairs should be repaired or replaced.
- Police and fire vehicles have priority on repairs.
- For all repairs to vehicles that are estimated to exceed \$1,000, the contractor shall provide the Borough with an estimate of the costs prior to repairs being done so that the Borough can decide whether it wants to proceed with the repair.

II. REQUIREMENTS OF PROPOSAL

- Names and qualifications of chief officers of the entity or corporation
- Estimated response time and typical protocol for handling responses
- References from existing clients, especially those in state or municipal government
- If government references are available, please supply the name and contact information of the public works supervisor or police chief.

- Copy of completed Woodbury Heights pay-to-play forms. **Applications that do not include these forms will be considered incomplete and not considered.**
- NJ Business Registration
- Proposals are due no later than Tuesday, January 16, 2018 at 10:00 AM. Proposals will be accepted via US Mail with envelope marked clearly on left bottom corner "Mechanical Proposal: Gasoline" or by hand delivery with "Mechanical Proposal: Gasoline" noted in same fashion. All proposals should be addressed to: Borough of Woodbury Heights, Purchasing Agent, 500 Elm Avenue, Woodbury Heights, NJ 08097.

III. TERMS, CONDITIONS AND REQUIREMENTS

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, proposers are put on notice that the 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, promises 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 contractor shall be required to carry full insurance including comprehensive general liability; product liability; workman's compensation insurance. Said insurance, by endorsement, shall fully protect the Borough of Woodbury Heights from all liability.

Certificates naming the Borough of Woodbury Heights as an additional insured, and evidencing such insurance coverage, shall be filed with the Borough Clerk/Administrator prior to the commencement of operations hereunder by the Contractor.

The following Certificates of Insurance must be furnished:

- i. Worker's Compensation: Not less than the minimum Workers' Compensation and Employer's Liability insurance required by New Jersey Law.
- ii. Comprehensive 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 dollars (\$2,000,000) annual aggregate.
- iii. Professional Liability insurance in the amount of one million (\$1,000,000) for each wrongful act/two million (\$2,000,000) aggregate.

C. New Jersey Business Registration

The following provisions apply to the contract unless the proposer 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 RFQ/RFP, executed by the proposer and 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 Proposer and (b) knowingly provides goods or performs services for a Proposer or another subcontractor in the fulfillment of the Proposer's responsibilities pursuant to this Agreement.

C1. The proposer shall submit proof of registration to the Borough.

C2. The proposer shall notify in writing all subcontractors that will provide services

pursuant to this Agreement that each is required to provide proof of registration to the Borough.

C3. Final payment pursuant to this Agreement shall not be owed to the proposer until the proposer has submitted (a) an accurate list of all subcontractors that provided services pursuant to this Agreement and (b) proof of registration for each or, in the alternative, the proposer has certified that no subcontractors provided services in connection with this Agreement.

C4. A business organization that fails to provide a copy of business registration as required pursuant to section I of P.L. 2001, c.l34 (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 a penalty of \$25 for each day of violation, not to exceed \$50,000, 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 proposer shall only be entitled to payment 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 the books, documents, papers, and records of the Contractor which are directly pertinent to this contract and the services to be provided by the Contractor pursuant hereto for the purpose of making audit, examination, excerpts, and transcripts for a period of three (3) years after final payment. Copies of applicable records shall be made available upon request.

H. Assignments and Subcontracts

The Contractor may not assign its contract with the Borough. The Contractor may not subcontract the services required by this RFP without the prior, written approval of the Borough Administrator. 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 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 proposer, 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 be regarded as an independent contractor. Contractor shall not at any time act as 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.

K. Payment Procedure

The Contractor will be paid upon receipt of invoice and a properly executed voucher covering 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 full description of services or supplies.

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 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.

IV. SELECTION PROCESS

An evaluation committee that will include the Purchasing Agent/CFO, Principal Public Works Manager and Chief of Police will evaluate proposals according to various criteria, with cost, vendor experience, response time, qualifications, 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 Woodbury Heights.**

It is the bidder's responsibility to check the Borough's website for any addenda prior to proposal date.

Please submit one original and two (2) copies of your proposal and the attached questionnaire, including all necessary documentation. Submissions may be in person or postmarked, in a sealed envelope with envelope marked clearly on left bottom corner "Mechanical Proposal: Gasoline". All proposals should be addressed to: Borough of Woodbury Heights, Purchasing Agent, 500 Elm Avenue, Woodbury Heights, NJ 08097 and delivered no later than **10 AM (EST) on Tuesday, January 16, 2018.**

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

V. CONDITIONS GOVERNING PROPOSAL

The Borough of Woodbury Heights is not responsible for any proposals that are lost, wrongly addressed, misdirected or otherwise undeliverable.

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

By submitting a proposal, a contractor agrees that it will not make any claims for or have any right to damages because of any misrepresentation or lack of information.

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
REQUEST FOR PROPOSALS:
GASOLINE VEHICLES
MAINTENANCE AND REPAIR**

In completing and submitting this form the submitting 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 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 submissions:

1. Profession Service Proposal (this form) must be signed and dated _____
2. Proposal outlines in section I _____
3. Qualification Statements _____
4. Political Disclosure Forms _____
5. Copy of New Jersey Business Registration _____
6. Affirmative Action Form _____

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 services set forth herein in accordance with the submission form and terms of the solicitation and submission materials noted above. I further certify that the information contained in and attached to this submission is 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: _____
FIRM NAME (PRINT OR TYPE)

Authorized Representative: _____
(signature)

Authorized Representative: _____
(Print Name) (Print Title)

Telephone #: _____ Fax #: _____

E-Mail: _____

BOROUGH OF WOODBURY HEIGHTS
QUOTE SHEET

PROJECT: Gasoline Vehicles: Maintenance and Repairs

Hourly Rate for vehicle repairs: _____

Hourly Rate for emergency vehicle repair: _____

Cost for oil change (New oil, new oil filter, synthetic 5/30 wt): _____

Turn-Around time for oil change: _____

Estimated Turn-Around time for emergency repair: _____

Distance of your facility to 500 Elm Avenue, Woodbury Heights, NJ 08097: _____

Submitted by: _____

For (Facility Name) _____

Facility address: _____

Phone Number: _____

Fax Number: _____

BOROUGH OF WOODBURY HEIGHTS
REQUEST FOR PROPOSALS:
GASOLINE VEHICLES
MAINTENANCE AND REPAIR

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 no. _____

Length of Time in Business: _____ years

Number of Employees: 2017 _____ currently _____

**BOROUGH OF WOODBURY HEIGHTS
REQUEST FOR PROPOSALS:
GASOLINE VEHICLES
MAINTENANCE AND REPAIR**

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 mechanical services?

yes _____ no _____

If "yes", describe proposer's experience and staff experience:

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

BOROUGH OF WOODBURY HEIGHTS
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GASOLINE VEHICLES
MAINTENANCE AND REPAIR

QUALIFICATIONS STATEMENT

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 2016.

Name of Client:

Contact Name

Client

Address, _____

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

Describe Services:

BOROUGH OF WOODBURY HEIGHTS
REQUEST FOR PROPOSALS:
GASOLINE VEHICLES
MAINTENANCE AND REPAIR

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.

**BOROUGH OF WOODBURY HEIGHTS
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GASOLINE VEHICLES
MAINTENANCE AND REPAIR**

D. 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 8097
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.

**BOROUGH OF WOODBURY HEIGHTS
REQUEST FOR PROPOSALS:
GASOLINE VEHICLES
MAINTENANCE AND REPAIR**

E. Evidence of New Jersey Business Registration

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

**BOROUGH OF WOODBURY HEIGHTS
REQUEST FOR PROPOSALS:
GASOLINE VEHICLES
MAINTENANCE AND REPAIR**

G. Certification Concerning Submission

The signature of the Proposer's authorized agent(s) below attests that:

- I. The information provided in the Proposer's submission is full, complete and truthful.

2. The Proposer acknowledges that the Borough may, by means it deems appropriate, determine the truth and accuracy of the information provided with this submission.

3. The Proposer 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 Proposer has the experience, knowledge, expertise and ability to provide the described services;

5. The Proposer commits to provide the services as described in this bid specifications at the prices quoted in its Proposal and

6. If the Proposer proposes any deviation from the requirements of this specification, Proposer has included a description of the proposed deviation(s) in Part H of this section.
 - § The Proposer recognizes that all information submitted with this submission is for the purpose of inducing the Borough to award a contract to the Proposer.
 - § The Proposer 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 Proposer authorizes the Borough to contact any entity or person named in the submission for the purpose of verifying the information provided by the Proposer.

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 ___	_____ (Affiant)
(Notary Public)	_____ (Print name & title of affiant)
My Commission expires:	_____ (Corporate Seal)

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 #s: 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	

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: \_\_\_\_\_