REQUEST FOR PROPOSALS
THROUGH A FAIR AND OPEN PROCESS IN ACCORDANCE WITH
N.J.S.A. 19:44A-20.4 ET SEQ.

FOR

YOUTHSTAT PROGRAM

FOR THE

CITY OF TRENTON
DEPARTMENT OF POLICE

To be received on:

MARCH 16, 2016 AT 11:00AM

DIVISION OF PURCHASING

RFP2016-06
NOTICE OF REQUEST FOR PROPOSALS

RFP2016-06

The City of Trenton is soliciting proposals through a fair and open process in accordance with N.J.S.A. 19:44A-20.4 et seq. for:

YOUTHSTAT PROGRAM

The City of Trenton requires submission by **MARCH 16, 2016 AT 11:00AM** in City Hall Annex, Division of Purchasing, 1st floor, 319 East State Street, Trenton, New Jersey, 08608 to:

Isabel C. Garcia
Purchasing Agent
Division of Purchasing
319 East State Street
Trenton, NJ 08608

Scope of Services, Requirements, Evaluation Criteria and other proposal information may be obtained at the Division of Purchasing, 1st Floor, City Hall Annex, 319 East State Street, Trenton, NJ 08608 during regular business hours (8:30 am - 4:30 pm) or at the City website. The link to request a copy of the proposal is http://www.trentonnj.org/Cit-e-Access/Bids/?TID=55&TPID=5563.

It is the responsibility of prospective respondent’s to visit the City of Trenton’s website at for any addenda/notifications issued prior to the request for proposal opening at http://www.trentonnj.org/Cit-e-Access/Bids/?TID=55&TPID=5563.

Respondents shall comply with the requirements of P.L. 1975 C127. (N.J.S.A. 17:27et seq.)

City of Trenton
Isabel C. Garcia, QPA
Purchasing Agent
RFP2016-06
609-989-3135
REGISTER TO DO BUSINESS WITH THE CITY OF TRENTON
An e-notification will be sent to all vendors currently registered with the City of Trenton, directing them to bidding opportunities, notices, postponements and addendums on the City of Trenton Division of Purchasing website.

REGISTER AT:

SUBSCRIBE & UNSUBSCRIBE
You can SUBSCRIBE or UNSUBSCRIBE to any of the E-Mailing Lists displayed below.

To SUBSCRIBE to a list,
• click on the specific list,
• enter your name and email address,
• enter the requested Captcha code,
• click the "Subscribe" function.

To UNSUBSCRIBE to a list:
• click on the specific subscription list,
• click the "Unsubscribe" button,
• enter your email address and the requested Captcha code,
• click the "Unsubscribe" function.
PROPOSAL DOCUMENT CHECKLIST
(REQUIRED WITH SUBMISSION OF PROPOSAL)

The following checklist is provided as assistance to the development of the RFP Response. It in no way supersedes or replaces the requirements of the RFP. Please initial on the lines below for each document/section attesting to the fact that you have read and/or included the documents with your RFP.

VENDORS MUST INITIAL

| Business Registration Certificate to be supplied (PRIOR TO CONTRACT AWARD) |   |
| Acknowledgement of Receipt of Addenda | ✓ |
| Stockholder Disclosure (MUST BE SIGNED) (MANDATORY REJECTION IF NOT INCLUDED) | ✓ |
| Disclosure of Invested Activities in Iran C.52:32-57 “P.L. 2012, c.25 ✓ (Must to be signed, dated and completed) (MAY BE FATAL) |
| City of Trenton Ethic Complaint Disclosure (Must be completed and submitted with your sealed proposal) | ✓ |
| City of Trenton Resident Employment Policy | ✓ |
| Affirmative Action Statement | ✓ |
| Affirmative Action Mandatory Language | ✓ |
| Americans with Disabilities Act Mandatory Language | ✓ |
| Acknowledgement of Addenda | ✓ |
| Non-Collusion Affidavit | ✓ |
| Certification and Disclosure of Political Contributions | ✓ |
| Detailed Information as Mentioned in this Request for Proposal | ✓ |
| One Original Copy and (5) additional copies | ✓ |
| Respondent’s Price Proposal Required in a separate sealed envelope | ✓ |
Section 1. – Overview

The City of Trenton, Department of Police is soliciting sealed proposals through a fair and open process in accordance with N.J.S.A. 19:44A-20.4 et seq. for direct services for the YouthStat Program. YouthStat is a program designed to identify, assess, organize and provide opportunities for at-risk children. The program is also geared toward reducing recidivism via the monitoring of youth at high risk for antisocial behavior. Government, non-profit, social service and grassroots organizations within the City of Trenton meet regularly to discuss causality and develop individual service plans, which connect youth to appropriate services and programs, thus providing opportunities to strengthen areas where gaps exist. YouthStat utilizes strengths-based and positive youth development conceptual framework, in conjunction with other proven best practices and evidence-based approaches, to prevent and/or reduce negative behaviors, while bringing about positive changes within the youth population. The project service period will run from April 2016 until March 2017. The City of Trenton is seeking one (1) qualified respondent who meets all requirements per the City of Trenton.

Goals and Objectives:
(1) To enhance YouthStat programming through dedicated and consistent leadership and administration.

(2) To improve tracking and delivery of services for juveniles served via YouthStat.

(3) To implement a technology solution that allows program participants to utilize a comprehensive suite of tools designed to assist in the coordination of services, track activities, and measure effectiveness.

(4) To complete an independent third party evaluation measuring the effectiveness of the City’s system-wide method for delivering intervention programs.

(5) To increase parental involvement and partner with grassroots organizations committed to improving outcomes for youth and to increase positive community engagement.

(6) Gather service provider stakeholders to customize and implement strategies to address the needs of Trenton’s at-risk youth.

Performance Objectives:
A minimum of thirty-five (35) juveniles will exhibit at least one indicator of pro-social behavior.
A minimum of thirty (30) juveniles will not re-offend while participating in YouthStat.
A minimum of thirty (30) juveniles will successfully complete individual plan requirements.
A minimum of thirty (30) juveniles will achieve 275 hours of job training and employment.
Section 2. Purpose

This proposal is seeking responses from qualified organizations to serve youth at risk, targeting males and females aged 17 and younger. For the purpose of this request for proposal (RFP), prevention programs are defined as those demonstrating sound knowledge of strength-based and positive youth development conceptual framework, in conjunction with other best practices and evidence based approaches, such as wraparound service models, family systems frameworks, and various types of cognitive-behavioral therapies. In addition, programs either on an individual or group level must work to instill the self-discipline, self-control and self-worth necessary to reduce the likelihood of involvement in criminal activity. Proposal will serve up to forty (40) youth aged 17 and younger, enrolled or not enrolled in school.

Section 3. - Target Population

YouthStat clients are categorized in one of the following five (5) tiers:

TIER I: Status Offenders
Youth with minimal and/or no formal involvement with the juvenile justice system. These youth are displaying high-risk incorrigible behaviors including, but not limited to chronic runaways, truants, curfew violations, fire setters and excessive defiant behaviors.

TIER II: Stationhouse Adjustments, Juvenile Conference Committees
First time offenders who have been apprehended for minor offenses and have been diverted from formal court proceedings. Offenses include, but not limited to shoplifting, trespassing, simple assault or possession of alcohol or marijuana.

TIER III – Probation
Adjudicated youth who have committed more serious offenses and are under Mercer County Family Court order to comply with the terms of juvenile probation. Offenses include but not limited to, assaults, burglaries, drug possession, weapons offenses and other illegal activity resulting in the disposition of probation by family court. A majority of these youth have multiple and/or a previous offense history.

TIER IV: Parole/Reentry
Convicted youth returning into the community from Juvenile Justice Commitments.

TIER V: JRIPP
Youth identified by Trenton Police Department for having committed repeated violent crimes within the City of Trenton. All youth have been charged with committing multiple robberies.

Section 4. – Qualified Organizations

Applicant must confirm not-for-profit entity as defined under Federal and New Jersey law and provide documentary proof of that status for the current and immediate past calendar year. Such proof may be in the form of 501 (c) (3) or similar certifications and tax returns.

Section 5. - Requirements

Providers will be selected from among those originations submitting a proposal pursuant to this request for proposal (RFP) based on an objective evaluation of the proposal, which is deemed most advantageous to the City of Trenton’s YouthStat program on the basis of the following criteria:
1. Current not-for-profits 501 (c) (3) status.
2. Current vehicle insurance and registration status.
3. Grant implementation experience; a list of all state and federal grant awards and sub awards must be submitted with proposal along with the disclosure of any past or current discrepancies with grant funding.
4. Past record and performance of the organization with respect to the quality of work and measured outcomes, including any past relevant record of performance and individual directors, principals or staff.
5. Specialized experience, qualifications and technical competence of the organization, its principals and staff.
6. Essential staff must be current employees of the organization with a minimum of three years of experience; resumes must be submitted with proposal. Current background clearances must be on file and submitted with the proposal. Essential staff includes: Administrative staff, LSW, LCSW, MSW, Ph.D. in the areas of Psychology, Sociology, Social Work and/or Education.
7. Provider’s ability to show a proven track record of successfully engaging youth with histories of anti-social behaviors and parental engagement.
8. The provider’s capacity of providing continual services to clients and families upon completion of the YouthStat program.
9. The provider’s responsiveness to and understanding of the project’s scope, including work plan and technical approach, as well as the ability of the organization to provide programming and services that address the specific needs of the population served.
10. Organizations ability to meet statutory or ordinance requirements.
11. Service dates associated with this request for proposal (RFP) are from March 2016 until February 2017. Provider is to include time frames in which the project as identified will be implemented, including approach to the project and any unusual problems anticipated.
12. The capacity and the capability of the organization to perform the work within the time limitations.
13. Proximity of the organization to the community to be served.
14. Provider’s ability to network and partner with government and county agencies, including Trenton Public Schools, grassroots and faith-based organizations.

Section 6. – Scope of Services
The City is seeking proposals that demonstrate sound knowledge of strength-based and positive youth development conceptual framework, in conjunction with other best practices and evidence based approaches, such as wraparound service models, family systems frameworks, and various types of cognitive-behavioral therapies, aimed towards the prevention of juvenile crime and anti-social behaviors. Toward that end, specific service delivery products and methods are identified within this request for proposal (RFP). Bidders must present proposals for the expansion of existing programs or new programs for the targeted population of at-risk youth aged 17 and younger.

Programming will run a minimum of two (2) days per week between the hours of 3:30 p.m. and 8:00 p.m. and on Saturdays between the hours of 10:00 a.m. and 4 p.m. A majority of services should be conducted in a group setting. In addition, youth must receive a minimum of 1.5 hours of in house individual counseling per week.

Program Director (1) - the director will possess the systems awareness needed to help youth and families access and navigate the appropriate resources. The program director will conduct all youth and family assessments, case management and will be accountable to YouthStat administration. The director will attend all weekly YouthStat meetings and will provide quarterly progress of all youth. The director will report overall program progress to the YouthStat administration on a weekly basis.
Program Assistant (1) - will work alongside the director to ensure accountability and productivity of the services and programs.

Scribe (1) – the YouthStat team meets to discuss program progress, roadblocks and success of the project. The Youth Stat scribe will be tasked with recording, taking and organizing all weekly meeting notes. The scribe will submit organized notes into a confidential database, as well as to the YouthStat coordinator in a timely fashion. On occasion, the scribble will travel with the YouthStat coordinator to meetings and trainings.

Administrative Fees - costs will include administration, personnel, and salaries for project staff that will provide financial oversight of the grant quarterly reporting and administration.

Assessments – in house licensed clinician will conduct assessments. These comprehensive assessments will take into account psychological, biological, social, legal, educational, familial threats and contributors to well-being and normative development. This assessment will become the basis of the development of an intervention plan to be presented the YouthStat team and/or their designee. These assessments will be used to implement service plans for youth and families and will be conducted on a quarterly basis.

Parental Support- support is undoubtedly the most important component to success when dealing with a strong-willed child. This is a time when parents will receive support in the form of individual counseling, along with gaining information regarding additional resources to assist the family unit. Parents will be engaged in parenting classless, group sessions and will learn ways of dealing with stress and time management. To ensure participation, childcare will be provided onsite.

YouthStat Support Workers (YSSW) – YSSW workers are essential with supporting and keeping youth on track. Each worker must have an approved background clearances, and have completed professional mentoring training, with a minimum of three (3) years working with at-risk youth and families in the Trenton community. The Youth Stat Support Workers (YSSW) workers will serve as mentors and will be available to support the social service/educational professionals and their efforts to link youth and families with programs involved in plan implementation. The YSSW workers will also conduct periodic visits to youth homes, court hearings, schools and assigned programs

Truancy Liaison (TSW) – the Truancy Liaison is responsible for case management and will be actively involved with plan implementation for habitual truant YouthStat clients enrolled or not enrolled in school. This position will serve as the YouthStat primary representative to the Trenton Board of Education, Truancy Court and/or Truancy Diversion Programs. The liaison consults regularly with school administration, counselors, parents, and advises building administrators on attendance and truancy matters pertaining to YouthStat clients. The Truancy Liaison is also responsible for attendance data compilation and facilitating district compulsory attendance policy review and revision as necessary.

Transportation- to ensure youth participation and safety, transportation will be provided to and from programming. On program days, youth are picked up from school and transported to the site location. On Saturdays, youth are picked up from their residence and transported to site location. Transportation will also be used for programming activities.

Facility Rent – an established facility is needed to house our programs. The facility will serve as a secondary home base for the YouthStat. The expenses will cover insurance, utilities and maintenance. This location will also serve as a secondary meeting location for YouthStat Weekly meetings.
Office Supplies – the contracted agency will be tasked with administrative work such as time keeping, logs, journals, and fiscal management. Supplies such as, pens and paper will also be needed for the youth throughout the program.

Education/Career Development - career development is a subfield of workforce development. It serves at-risk youth who are not actively engaged in education, training, or the workforce. The goal is to help these youth return to school, enroll in post-secondary education or career training programs and assist with career planning. Programs in this field provide skills development, work experiences, and youth development activities. Youth will visit college and technical schools, as well as shadow with employees in their field of choice. Youth in the program will develop into lifelong learners and contributors to their communities and society. Youth will develop and complete a portfolio.

Health and Life Skills - this program will focus on a variety of topics including, peer resistance, problem-solving, goal-setting, communication, understanding risk factors, personal hygiene, nutrition, healthy cooking classes, anger management and family conflict among others. In order to help our youth succeed, the life and health skills program offers immediate help in the areas of health and wellness; anger, time, and money management; and educational tutoring for the express purpose of mentoring the youth into responsible, positive citizens. Occasionally, males and females will have exclusive sessions based on the nature of discussion and personal goals.

Female group sessions will focus on encouraging young women to have healthy attitudes and lifestyles, and helps them reach their full potential. Through dynamic sessions, group activities, field trips and mentoring opportunities with adult women, girls enjoy the opportunity to build skills for eating right, staying physically fit, getting good health care, and developing positive relationships. Other topics addressed include how the media influences attitudes about females; date rape and sexual harassment; sexually transmitted diseases; sexual myths and truths; getting regular gynecological care; and physical and emotional changes girls experience.

Male group sessions will focus on concentrating a specific aspect of character and manhood through highly interactive activities. The program also includes several service projects where boys learn the importance of giving back to the community. On a road to manhood, the effort to engage young boys in discussions and activities that reinforce character, leadership and positive behavior is essential to success.

Saturday Program/Projects - this program component is essential to the Positive Youth Development approach set forth with this plan. The Saturday program will operate every Saturday, for a minimum of six hours, to provide youth with the ongoing opportunity to engage in activities and projects that serve to enhance the community. Youth will make positive contributions to the community through projects, which allow them to exercise decision-making, leadership skills, and teamwork. It is anticipated that youth will continue positive community engagement upon completion of the program.

Job Training – this area supports a wide variety of programs to ensure that all youth have the skills and training needed to successfully make the transition to obtain employment. This program includes apprenticeships, trainings, and internships.

Mural Arts Project - the Mural Arts Project educates, empowers, and inspires youth through the arts. By exposing students to painting and learning new skills through the arts, achieves significant developmental youth outcomes, reduces youth participation in unsafe activities, and combats the teen dropout rate. Mural making builds multiple skill sets and achievement, most directly in reading, writing, applied mathematics, presenting, social development, drawing, and painting. In addition, supportive relationships between youth and staff help achieve positive outcomes. The mural arts program invites youth to take risks in art, give voice to their experiences, and illustrate the world as they see it. The diverse offerings give them the opportunity to study and master various media by working with locally, nationally, and
internationally known artists. Youth will have the opportunity to develop two murals, create a portfolio, showcase their artwork at exhibitions and if applicable apply for jobs and scholarships. This Project will run year round, particularly on Saturdays until all projects are complete.

**Martin Luther King Service Learning Empowerment Project** - partnering with a local college, youth will develop, design and organize an empowerment summit, which will include workshops and panel discussions geared towards empowering youth in the City of Trenton. This project will serve as a community service to work project for the youth and will take place on Martin Luther King Day. This project will allow youth to complete court mandated community service hours. All agencies involved with the YouthStat project will participate in the implementation of the service-learning project. Youth will spend approximately 2 hours per week working on the project.

**Section 7 – Proposal content and format:**

1. Proposals should be presented in the format (order) indicated below, with tabs at each of the required sections.
2. Program description, components, goals and objectives.
3. Programs currently provided by the organization, the numbers and demographic characteristics of the participants being served, and the geographic distribution of those participants.
4. Performance and outcome measures. Identify the means for monitoring accomplishment of program objectives, and include actions that will be taken to comply with reporting requirements and demonstrate the ability to collect, analyze and report client demographics, utilization and outcome data.
5. Describe the organization’s invoicing and reporting history regarding timeliness, accuracy and completeness of reports and invoices. Detail strategies and activities the organization has implemented to improve in this area.
6. Methods to be used to recruit youth into the program.
7. Methods to be used to track participants and their progress.
8. Methods to be used to retain participants.
9. Program budget and request for proposal (RFP) amount.
10. Qualifications (resumes) of program staff and organization chart.
11. Names and addresses of the organization’s directors and/or principals.
12. Documentation of the organization’s not-for-profit status, including IRS Tax Determination Letter, Articles of Incorporation and Organization’s Bylaws. If you are a government entity, please provide the name of your entity and confirm that you are a public governmental body.
13. Copy of business license, insurance documentation and paid tax verification.
14. Most recent financial report.
15. Organization’s overall budget for most recent fiscal year.
17. Letters of support from entities within the area the applicant seeks to serve, letters of intent to collaborate, updated memoranda of agreements and/or linkage agreements. *Form letters of support composed by the bidder are not acceptable.*

**Section 8 - Insurance Requirements**

All proposals must contain a letter of intent from an insurance company(s) authorized to do business in the State of New Jersey stating its willingness to insure the Contractor pursuant to the terms of the contract developed pursuant to this request for proposal (RFP). Upon award of a contract, the Contractor shall procure and maintain, at the Contractor’s expense, the following insurance coverage for the period of the contract; property, vehicle and general liability insurance. Certificates evidencing the dates and amounts of such insurance must be provided to the City of Trenton prior to execution of the contract.
Section 9 - Limitations
This request for proposal does not commit the City of Trenton to award a contract or to pay for costs incurred in the preparation of a proposal, or to procure or contract for service in connection therewith. The City of Trenton reserves the right to accept or reject any or all proposals that do not meet the minimum standards outlined in this proposal.
**Section 10. Scoring Criteria**  
Reviewers must check one score (0-5) for each criteria. Multiplying the marked score by the multiplier will result in the total points awarded for that criterion.

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<tr>
<th>NAME OF BIDDER:</th>
<th>NAME OF REVIEWER:</th>
<th>EVALUATION CRITERIA LISTING</th>
<th>Score Unsatisfactory 0 pts</th>
<th>Score Satisfactory 1 pt</th>
<th>Score Good 2 pts</th>
<th>Score Very Good 3 pts</th>
<th>Score Excellent 4 pts</th>
<th>Score Outstanding 5 pts</th>
<th>Multiplier</th>
<th>Points Awarded (mark score from 0-5 and multiply by multiplier)</th>
<th>Maximum Points Available (5 x multiplier)</th>
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Comments on individual score selections or general comments during review of response:
DURATION OF CONTRACT
Proposal for this professional service will be for a period of one (1) year from the date of award.

The City reserves the right to accept or reject any and all proposals and parts thereof.

QUESTIONS
Questions must be submitted in writing to igarcia@trentonnj.org. Deadline date for questions is MARCH 7, 2015 BY 4:00PM. The City of Trenton will not assume responsibility for any proposal received after the mandatory due date.

REVISIONS TO THE REQUEST FOR PROPOSAL
If changes are made to the Request for Proposal, an Addendum will be advertised in the Trenton Times and or on the City’s Website at http://www.trentonnj.org/Cit-e-Access/Bids/?TID=55&TPID=5563

It is the responsibility of prospective respondent’s to visit the City of Trenton’s website at for any addenda/notices issued prior to the request for proposal opening at http://www.trentonnj.org/Cit-e-Access/Bids/?TID=55&TPID=5563

SUBMISSION REQUIREMENTS
Respondents responding to this Request for Proposal shall submit one (1) original copy and three (5) additional copies of the full proposal package to Ms. Isabel C. Garcia, QPA Purchasing Agent, City Hall, 319 East State Street, Division of Purchasing, Trenton New Jersey08608. The sealed envelope must identify the RFP#, vendor’s name and address, and opening date. Sealed proposals are due on or before MARCH 16, 2016 BY 11:00AM
CITY OF TRENTON RESIDENT EMPLOYMENT POLICY

In order for the City of Trenton to keep an accurate reporting of community involvement and support in local development projects, the following is required by City of Trenton Ordinance 14-43 to be completed by each Contractor and Sub-Contractor.

NAME OF BUSINESS__________________________________________________________

CONTACT PERSON___________________________________________________________

ADDRESS____________________________________________________________________

CITY ___________________ STATE ___________ ZIP CODE___________________________

TELEPHONE_________ FAX____________________ E-MAIL___________________________

1. Number of Trenton residents hired as well as the number of Trenton residents currently employed on this project________________________

2. The number of training positions, if any, and the amount of positions that will be filled by Trenton residents________________________

3. The necessary level of job skills required of Trenton residents to plan and implement the work to be done on the job______________________

4. Please describe all “good faith” efforts to hire Trenton residents (e.g. copies of hiring ads, list of residents who applied for positions, letters informing community groups of job opportunities)________________________
CITY OF TRENTON

ETHICS COMPLAINT DISCLOSURE

I affirm that neither I nor other members of my firm have any prior or pending ethic complaints.

SIGNATURE ___________________________ DATE ________________

OR

I am disclosing the following prior or pending ethic complaints against me or my firm

Listing:

SIGNATURE ___________________________ DATE ________________

THIS STATEMENT MUST BE INCLUDED WITH THE RESPONSE TO THE REQUEST FOR PROPOSAL SOLICITATION

Subscribed and sworn before me  
this ___ day of ______, 20____ (Affiant)  

(Notary Public)  

(Print Name & Title Affiant)

My Commission expires: (Corporate Seal)
We the undersigned propose to furnish and deliver the above services pursuant to the scope of services and requirements and made part hereof:

______________________________
(ORIGINAL SIGNATURE BY AUTHORIZED REPRESENTATIVE)

The undersigned is a Corporation, Partnership or Individual under the laws of the State of ____________________ having its principal office at______________________________________________

COMPANY

ADDRESS

ADDRESS

FED. ID #

NAME

TELEPHONE

FAX

EMAIL

DATE

SIGNATURE
INSTRUCTIONS TO RESPONDENTS

I. SUBMISSION OF PROPOSALS
A. City of Trenton, Mercer County, New Jersey (hereinafter referred to as "OWNER") invites sealed proposals pursuant to the Notice to Respondents.

B. Sealed proposals will be received by the designated representative at the time and place stated in the Notice to Respondents, and at such time and place will be publicly opened and read aloud.

C. The proposal form shall be submitted, in a sealed envelope: (1) addressed to the OWNER as follows: City of Trenton, Division of Purchasing, City Hall Annex, First Floor, 319 East State Street, Trenton, NJ 08608 (2) bearing the name and address of the proponent written on the face of the envelope, and (3) clearly marked "PROPOSAL" with the contract title and/or proposal # being proposal.

D. It is the proponent's responsibility to see that proposals are presented to the OWNER on the hour and at the place designated. Proposals may be hand delivered or mailed; however, the OWNER disclaims any responsibility for proposals forwarded by regular or overnight mail. If the proposal is sent by overnight mail, the designation in section C, above, must also appear on the outside of the delivery company envelope. Proposals received after the designated time and date will be returned unopened.

E. Sealed proposals forwarded to the OWNER before the time of opening of proposals may be withdrawn upon written application of the Proponent who shall be required to produce evidence showing that the individual is or represents the principal or principals involved in the proposal. Once proposals have been opened, they must remain firm for a period of sixty (60) calendar days.

F. All prices and amounts must be written in ink or preferably typewritten. Proposals containing any conditions, omissions, unexplained erasures or alterations, items not called for in the proposal, attachment of additive information not required by the specifications, or irregularities of any kind, may be rejected by the OWNER. Any changes, white-outs, strike-outs, etc. on the proposal page must be initialed in ink by the person responsible for signing the proposal.

G. Each proposal form must give the full business address of the Proponent and be signed by an authorized representative. Proposals by partnerships must furnish the full name of all partners and must be signed in the partnership name by one of the members of the partnership or by an authorized representative,
followed by the signature and designation of the person signing. Proposals by corporations must be signed in the legal name of the corporation, followed by the name of the State in which incorporated and must contain the signature and designation of the president, secretary or other person authorized to bind the corporation in the matter. When requested, satisfactory evidence of the authority of the officer signing shall be furnished.

H. Respondents must insert prices for furnishing all of the materials and/or labor required by these specifications. Prices shall be net, including any charges for packing, crating, containers, etc. All transportation charges shall be fully prepaid by the contractor F.O.B. destination and placement at locations specified by the OWNER. As specified, placement may require inside deliveries. No additional charges will be allowed for any transportation costs resulting from partial shipments made at the contractor’s convenience.

I. The vendor shall guarantee any or all materials and services supplied under these specifications. Defective or inferior items shall be replaced at the expense of the vendor. In case of rejected materials, the vendor will be responsible for return freight charges.

II. INTERPRETATION AND ADDENDA
A. The Proponent understands and agrees that its proposal is submitted on the basis of the specifications prepared by the OWNER. The Proponent accepts the obligation to become familiar with these specifications.

B. Respondents are expected to examine the specifications and related documents with care and observe all their requirements. Ambiguities, errors or omissions noted by Respondent should be promptly reported in writing to the appropriate official. In the event the Proponent fails to notify the OWNER of such ambiguities, errors or omissions, the Proponent shall be bound by the proposal.

C. No oral interpretation of the meaning of the specifications will be made to any Proponent. Every request for an interpretation shall be in writing, addressed to the OWNER’S representative stipulated in the proposal. In order to be given consideration and timely issuance of addenda, if any, for all proposals other than construction and municipal solid waste collection and disposal service, written requests for interpretation must be received at least seven (7) days prior to the date fixed for the opening of the proposals Saturdays, Sundays, and holidays excepted; and for construction work proposals, written requests for interpretation must be received at least nine (9) days, Saturdays, Sundays and holidays excepted prior to the date fixed for the opening of the proposals. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications, and will be distributed to all prospective Respondents, in accordance with N.J.S.A. 40A:11-23. All addenda so issued shall become part of the contract documents, and shall be acknowledged by the Proponent in the proposal. The OWNER’S interpretations or corrections thereof shall be final.
D. DISCREPANCIES IN PROPOSALS

1. If the amount shown in words and its equivalent in figures do not agree, the written words shall be binding. Ditto marks are not considered writing or printing and shall not be used.

2. In the event that there is a discrepancy between the unit prices and the extended totals, the unit prices shall prevail. In the event there is an error of the summation of the extended totals, the computation by the OWNER of the extended totals shall govern.

III. BRAND NAMES, PATENTS AND STANDARDS OF QUALITY

A. Brand names and/or descriptions used in this proposal are to acquaint Respondents with the type of commodity desired and will be used as a standard by which alternate or competitive materials offered will be judged. Competitive items must be equal to the standard described and be of the same quality of work. Variations between materials described and the materials offered are to be fully identified and described by the Proponent on a separate sheet and submitted with the proposal form. Vendor's literature WILL NOT suffice in explaining exceptions to these specifications. In the absence of any changes by the Proponent, it will be presumed and required that materials as described in the proposal be delivered.

B. It is the responsibility of the Proponent to demonstrate the equivalency of item(s) offered. The OWNER reserves the right to evaluate the equivalency of an item(s) which, in its deliberations, meets its requirements.

C. In submitting its proposal, the Proponent certifies that the merchandise to be furnished will not infringe upon any valid patent or trademark and that the successful Proponent shall, at its own expense, defend any and all actions or suits charging such infringement, and will save the OWNER harmless from any damages resulting from such infringement.

D. Only manufactured and farm products of the United States, wherever available, shall be used on this contract pursuant to N.J.S.A. 40A:11-18.

E. Wherever practical and economical to the OWNER, it is desired that recycled or recyclable products be provided. Please indicate when recycled products are being offered.

IV. INSURANCE AND INDEMNIFICATION

A. INSURANCE REQUIREMENTS

1. Worker's Compensation and Employer's Liability Insurance
This insurance shall be maintained in force during the life of this contract by the Proponent covering all employees engaged in performance of this contract in accordance with the applicable statute. Minimum Employer's Liability $500,000.
2. GENERAL LIABILITY INSURANCE
This insurance shall have limits of not less than $1,000,000 combined single limit and $2,000,000 aggregate, and shall be maintained in force during the life of this contract by the Proponent.

The Respondent shall also provide Professional Liability Insurance in the amount of one million ($1,000,000.00) dollars in single limit. The City of Trenton shall be named as additional insured.

3. AUTOMOBILE LIABILITY INSURANCE
This insurance covering Proponent for claims arising from owned, hired and non-owned vehicles with limits of not less than $1,000,000. Limit shall be maintained in force during the life of this contract by the Proponent.

B. CERTIFICATES OF THE REQUIRED INSURANCE
Certificates as listed above shall be submitted along with the contract as evidence covering Comprehensive General Liability, Comprehensive Automobile Liability, and where applicable, necessary Worker’s Compensation and Employer’s Liability Insurance. Such coverage shall be with acceptable insurance companies operating on an admitted basis in the State of New Jersey and shall name the OWNER as an additional insured.

C. INDEMNIFICATION
Successful Proponent will indemnify and hold harmless the OWNER from all claims, suits or actions and damages or costs of every name and description to which the OWNER may be subjected or put by reason of injury to the person or property of another, or the property of the OWNER, resulting from negligent acts or omissions on the part of the Proponent, the Proponent’s agents, servants or subcontractors in the delivery of materials and supplies, or in the performance of the work under this agreement.

V. PREPARATION OF PROPOSALS
A. The OWNER is exempt from any local, state or federal sales, use or excise tax.
B. ESTIMATED QUANTITIES (OPEN-END CONTRACTS)
The OWNER has attempted to identify the item(s) and the estimated amounts of each item proposal to cover its requirements; however, past experience shows that the amount ordered may be different than that submitted for proposal. The right is reserved to decrease or increase the quantities specified in the specifications pursuant to N.J.A.C. 5:34-4.9. NO MINIMUM PURCHASE IS IMPLIED OR GUARANTEED.

C. Successful Proponent shall be responsible for obtaining any applicable permits or licenses from any government entity that has jurisdiction to require the same. All proposals submitted shall include this cost in the proposal price agreement.

VI. STATUTORY AND OTHER REQUIREMENTS

A. MANDATORY AFFIRMATIVE ACTION CERTIFICATION
No firm may be issued a contract unless it complies with the affirmative action regulations of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27.

1. PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS
All successful vendors must submit, within seven days after the receipt of the notice of intent to award the contract or the receipt of the contract, one of the following:

i. A photocopy of a valid letter for an approved Federal Affirmative Action Plan (good for one year from the date of the letter), or

ii. A photocopy of an approved Certificate of Employee Information Report, or

iii. If the vendor has none of the above, the public agency is required to provide the vendor with an initial Affirmative Action Employee Information Report (AA-302).

2. CONSTRUCTION CONTRACTS
All successful contractors must submit within three days of the signing of the contract an Initial Project Manning Report (AA201 available upon request from the Affirmative Action Office) for any contract award that meets or exceeds the proposal threshold.

B. AMERICANS WITH DISABILITIES ACT OF 1990
Discrimination on the basis of disability in contracting for the purchase of proposals and services is prohibited. The successful Proponent is required to read Americans with Disabilities language that is part of this specification and agrees that the provisions of Title II of the Act are made a part of the contract. The successful Proponent is obligated to comply with the Act and to hold the OWNER harmless.
C. PREVAILING WAGE ACT (WHEN APPLICABLE)
Pursuant to N.J.S.A. 34:11-56.25 et seq., successful Respondent on projects for public work shall adhere to all requirements of the New Jersey Prevailing Wage Act. The contractor shall be required to submit a certified payroll record to the OWNER within ten (10) days of the payment of the wages. The contractor is also responsible for obtaining and submitting all subcontractors' certified payroll records within the aforementioned time period. The contractor shall submit said certified payrolls in the form set forth in N.J.A.C. 12:60-6.1(c). It will be the contractor's responsibility to obtain any additional copies of the certified payroll form to be submitted by contacting the Office of Administrative Law, CN 049, Trenton, New Jersey 08625 or the New Jersey Department of Labor, Division of Workplace Standards.

D. STOCKHOLDER DISCLOSURE
Chapter 33 of the Public Laws of 1977 provides that no corporation or partnership shall be awarded any contract for the performance of any work or the furnishing of any materials or supplies, unless, prior to the receipt of the proposal or accompanying the proposal of said corporation or partnership, there is submitted a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own ten percent or more of its stock of any class, or of all individual partners in the partnership who own a ten percent or greater interest therein. Form of Statement shall be completed and attached to the proposal.

E. THE NEW JERSEY WORKER AND COMMUNITY RIGHT TO KNOW ACT
The manufacturer or supplier of a substance or mixture shall supply the Chemical Abstracts Service number of all the components of the mixture or substance and the chemical name. The manufacturer and supplier must properly label each container. Further, all applicable Material Safety Data Sheets (MSDS) - hazardous substance fact sheet - must be furnished.

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

G. PROPOSAL DOCUMENT CHECKLIST
Pursuant to NJSA 40A:11-23.1, the proposal document checklist must be completed and submitted with your proposal.
**H. PUBLIC WORKS CONTRACTOR REGISTRATION ACT**

Pursuant to P.L. 1999, c.238 (C.34:11-56.48 et seq), no contractor shall proposal on any contract for public work as defined in section 2 of P.L.1963,c.150 (C.34:11-56.26) unless the contractor is registered pursuant to this act. No contractor shall list a subcontractor in a proposal for the contract unless the subcontractor is registered. Applications for registration are available from: NEW JERSEY DEPARTMENT OF LABOR, DIVISION OF WAGE AND HOUR COMPLIANCE, PO BOX 389, TRENTON, NJ 08625-0389. The contractor shall submit a copy of the registration certificate with their proposal. Failure to submit the certificate may be cause for rejection of the proposal. Each contractor shall, after the proposal is made and prior to the awarding of the contract, submit to the City of Trenton the certificates of registration for all subcontractors listed in the proposal.

**I. BUSINESS REGISTRATION OF PUBLIC CONTRACTORS (PRIOR TO AWARD)**

Pursuant to P.L. 2004, c 57 (Chapter 57) NJSA 52:32-44, all prospective Respondents (as well as any subcontractors) must provide proof of State of New Jersey business registration prior to the award of the contract. Proof of business registration shall be a copy of a Business Registration Certificate issued by the New Jersey Department of the Treasury, Division of Revenue.

**NEW JERSEY BUSINESS REGISTRATION REQUIREMENTS FOR CONSTRUCTION CONTRACTS**

The contractor shall provide written notice to its subcontractors and suppliers of the responsibility to submit proof of business registration to the contractor. The requirement of proof of business registration extends down through all levels (tiers) of the project.

Before final payment on the contract is made by the contracting agency, the contractor shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

For the term of the contract, the contractor and each of its affiliates and a subcontractor and each of its affiliates [N.J.S.A. 52:32-44(g)(3)] shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 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 a penalty of $25 for each day of violation, not to exceed $50,000 for each business registration copy not properly provided under a contract with a contracting agency.
contracting agency.”

**New Jersey Business Registration Requirements for Non-Construction Contracts**

The contractor shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the contractor.

Before final payment on the contract is made by the contracting agency, the contractor shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

For the term of the contract, the contractor and each of its affiliates and a subcontractor and each of its affiliates [N.J.S.A. 52:32-44(g)(3)] shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 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 a penalty of $25 for each day of violation, not to exceed $50,000 for each business registration copy not properly provided under a contract with a contracting agency.”

**C.40A:11-13 SPECIFICATIONS**

No Financial Statement shall be required of vendors if either a guarantee, by the certified check, cashier’s check, or bid bond, or surety company certificate is also required to be furnished by the bidder, unless any law or regulation of the United States imposes a condition upon the awarding of a monetary grant to be used for the purchase, which condition requires that a financial statement be submitted.

**J. CONFLICT OF INTEREST**

In accordance with 40:69A-163 no officer or employee elected or appointed in any municipality shall be interested directly or indirectly in any contract or job for work or materials, or the profits thereof, to be furnished or performed for the municipality.

**VII. METHODS OF AWARD**

A. All contracts shall be for 12 consecutive months unless otherwise noted in technical or supplemental specifications.

B. The OWNER may award the work on the basis of the Base Proposal, combined with such Alternates as selected, until a net amount is reached which is within the funds available.
C. If the award is to be made on the basis of Base Proposals only, it will be made to that responsible Proponent whose Base Proposal, therefore, is the lowest. If the award is to be made on the basis of a combination of a Base Proposal with Options, it will be made to that responsible Proponent whose net proposal on such combination is the lowest.

D. The OWNER may also elect to award the work on the basis of line items or unit prices.

E. The successful Proponent will not assign any interest in this contract and shall not transfer any interest in the same without the prior written consent of the OWNER.

F. Pursuant to NJSA 40A:11-13(b), the OWNER reserves the right to consider the Proponent’s physical proximity to Trenton City Hall, 319 East State Street, Trenton, NJ, in awarding the contract when it is determined that the location of the Proponent’s business is a requisite to the efficient and economical performance of said contract.

G. Pursuant to NJSA 40A:11-24, the OWNER shall award the contract or reject all proposals within the time as may be specified, but in no case more than 60 days, except that the proposals of any Respondent who consent thereto may, at the request of the contracting unit, be held for consideration for a longer period as may be agreed.

H. The OWNER may award the work in whole or in part whichever is most advantageous to the OWNER.

VIII. REJECTION OF PROPOSALS

A. Availability of Funds
Pursuant to statutory requirements, any contract resulting from this proposal shall be subject to the availability and appropriation of sufficient funds annually.

B. MULTIPLE PROPOSALS NOT ALLOWED
More than one proposal from an individual, a firm or partnership, a corporation or association under the same or different names shall not be considered.

C. UNBALANCED PROPOSALS
Proposals which are obviously unbalanced may be rejected.
D. UNSATISFACTORY PAST PERFORMANCE
Proposals received from Respondent who have previously failed to complete contracts within the time scheduled therefore, or who have performed prior work for the OWNER in an unacceptable manner, may be rejected.

E. FAILURE TO ENTER CONTRACT
Should the Proponent, to whom the contract is awarded, fail to enter into a contract within 21 days, Sundays and holidays excepted, the OWNER may then, at its option, accept the proposal of the next lowest responsible Proponent.

F. The lowest proposal substantially exceeds the estimates for goods and services.

G. The OWNER decides to abandon the project.

H. The OWNER decides to substantially review the specifications.

I. The purposes or provisions or both of P.L. 1971,c.198 (D.40A:11-1 et seq) are being violated;

J. The OWNER decides to utilize the State authorized contract pursuant to section 12 of P.L.1971,c.198(C.40A:11-12).

IX. TERMINATION OF CONTRACT
A. If, through any cause, the successful Proponent shall fail to fulfill in a timely and proper manner obligations under this contract or if the contractor shall violate any of the requirements of this contract, the OWNER shall there upon have the right to terminate this contract by giving written notice to the contractor of such termination and specifying the effective date of termination. Such termination shall relieve the OWNER of any obligation for balances to the contractor of any sum or sums set forth in the contract.

B. Notwithstanding the above, the contractor shall not be relieved of liability to the OWNER for damages sustained by the OWNER by virtue of any breach of the contract by the contractor and the OWNER may withhold any payments to the contractor for the purpose of compensation until such time as the exact amount of the damage due the OWNER from the contractor is determined.

C. The contractor agrees to indemnify and hold the OWNER harmless from any liability to subcontractors/suppliers concerning payment for work performed or goods supplied arising out of the lawful termination of the contract by the OWNER under this provision.

D. In case of default by the successful Proponent, the OWNER may procure the articles or services from other sources and hold the successful Proponent responsible for any excess cost occasioned thereby.
E. Continuation of the terms of this contract beyond the fiscal year is contingent on availability of funds in the following year’s budget. In the event of unavailability of such funds, the OWNER reserves the right to cancel this contract.

X. CONTRACT EXTENSION FOR SERVICE CONTRACTS

The contracting unit at its sole discretion and pursuant to the authority granted to it in accordance with N.J.S.A. 40A:11-15 may extend any contract for services other than professional services, the statutory length of which contract is for three years or less. Such contracts shall be limited to no more than one two-year extension or two one-year extensions and shall be subject to the limitations contained in this section. All multi-year contracts entered into pursuant to this section, including any two year or one year extensions, with the exception of those contracts identified in subsections (1), (9), (12), (16), (17), (18), (19), (24), (30), (31), (34), (35), (36) and (37) of N.J.S.A. 40A:11-15, shall be subject to the availability and annual appropriation of sufficient funds as may be required to meet the extended obligation and are subject to annual cancellation if said funds become unavailable.

P.L. 2012 BID OR PROPOSAL PROHIBITED

C.52:32-57 “p.l.2012, C.25 PROHIBITS State and local public contracts with persons or entities engaging in certain investment activities in energy or finance sectors of Iran.”
C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Public Agency Instructions

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

1. The disclosure is required for all contracts in excess of $17,500 that are not awarded pursuant to a “fair and open” process (N.J.S.A. 19:44A-20.7).

2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. The form is worded to accept this alternate submission. The text should be amended if electronic submission will not be allowed.

3. The submission must be received from the contractor and on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.

4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
   a. The Division has prepared model disclosure forms for each county. They can be downloaded from the “County PCD Forms” link on the Pay-To-Play web site at www.nj.gov/dca/lgs/p2p. They will be updated from time-to-time as necessary.
   b. A public agency using these forms should edit them to properly reflect the correct legislative district(s). As the forms are county-based, they list all legislative districts in each county. Districts that do not represent the public agency should be removed from the lists.
   c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
   d. The form may be used “as-is”, subject to edits as described herein.
   e. The “Contractor Instructions” sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
   f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.

5. It is recommended that the contractor also complete a “Stockholder Disclosure Certification.” This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract. (See Local Finance Notice 2006-7 for additional information on this obligation) A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. NOTE: This section is not applicable to Boards of Education.
C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

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

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

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

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

- individuals with an “interest” ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, “a contribution by that person’s spouse or child, residing therewith, shall be deemed to be a contribution by the business entity.” [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

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

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

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

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. NOTE: This section does not apply to Board of Education contracts.

* 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.”
C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM
Required Pursuant To N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit
no later than 10 days prior to the award of the contract.

### Part I - Vendor Information

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<td>Zip:</td>
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The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

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<th>Signature</th>
<th>Printed Name</th>
<th>Title</th>
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### Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than $300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

- Check here if disclosure is provided in electronic form.

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<thead>
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<th>Contributor Name</th>
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C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM
Required Pursuant To N.J.S.A. 19:44A-20.26

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

County Name: Mercer
State: Governor, and Legislative Leadership Committees
Legislative District #s: 12, 14, 15, & 30
State Senator and two members of the General Assembly per district.

County:

<table>
<thead>
<tr>
<th>Freeholders</th>
<th>County Clerk</th>
<th>Sheriff</th>
<th>Surrogate</th>
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Municipalities (Mayor and members of governing body, regardless of title):

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<tr>
<td>East Windsor Township</td>
<td>Hopewell Township</td>
<td>Trenton City</td>
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<td>Ewing Township</td>
<td>Lawrence Township</td>
<td>Washington Township</td>
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<td>Hamilton Township</td>
<td>Pennington Borough</td>
<td>West Windsor Township</td>
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<td>Hightstown Borough</td>
<td>Princeton Borough</td>
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<td>Hopewell Borough</td>
<td>Princeton Township</td>
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Boards of Education (Members of the Board):

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<td>East Windsor Regional</td>
<td>Hopewell Valley Regional</td>
<td>Washington Township</td>
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<td>Ewing Township</td>
<td>Lawrence Township</td>
<td>West Windsor-Plainsboro Regional</td>
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<td>Hamilton Township</td>
<td>Princeton Regional</td>
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Fire Districts (Board of Fire Commissioners):

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<td>Chesterfield-Hamilton Fire District No. 1</td>
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<td>Hamilton Township Fire District No. 2</td>
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<td>Hamilton Township Fire District No. 3</td>
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<td>Washington Township Fire District No. 1</td>
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PUBLIC CONTRACTING REFORM ORDINANCE

BE IT ENACTED by the City of Trenton, County of Mercer:

Preamble

WHEREAS, large political contributions from those seeking or performing contracts with a municipality, raise reasonable concerns for the part of taxpayers and residents as to their trust in government and its business practices;

WHEREAS, pursuant to N.J.S.A. 40:68A-2, a municipality is authorized to adopt such ordinances, regulations, rules and by-laws as necessary and proper for good government, as well as the public health, safety and welfare; and

WHEREAS, pursuant to P.L.2003, c.271 (codified at N.J.S.A. 40:11A-5.2(b)) a municipality is authorized to adopt by ordinance measures limiting the steering of public contracts to business entities that have made political contributions and limiting the contributions that the recipient of such a contract can make during the term of a contract; and

WHEREAS, in the interest of good government, the people and the government of the City of Trenton desire to establish a policy that will avoid the perception of improper influence in public contracting and local elections;

NOW, THEREFORE, BE IT RESOLVED, it shall be the policy of the City of Trenton to enact a regulation which states that a business entity which makes political contributions to municipal candidates and municipal and county political parties in excess of certain thresholds shall be limited in its ability to receive public contracts from the City of Trenton; and

BE IT ORDAINED by the City of Trenton, in the County of Mercer, and State of New Jersey, as follows:

SECTION I – PROHIBITION ON AWARING PUBLIC CONTRACTS TO CERTAIN CONTRIBUTORS

(a) To the extent that it is not inconsistent with state or federal law, the City of Trenton and any of its departments, instrumentalities or purchasing agents shall not enter into any agreement or otherwise contract to procure "professional services", as such term is used in N.J.S.A. 40:11A-5.2(b) and/or other licensing, insurance or other consulting service (referred to as "professional services") from any professional business entity if such professional business entity has solicited or made any contribution (as such term is defined in N.J.S.A. 19:26-1.7, which definition includes loans, pledges and in-kind contributions) to any candidate or joint candidates committee of any candidate for elective municipal office in Trenton or in tenure of public office having ultimate responsibility for the award of a contract, or (b) to any Trenton or Mercer County political party committee, or (c) to any political action committee that regularly engages in the support of Trenton municipal or Mercer county candidates or any candidates for elective municipal office in Trenton or in tenure of public office having ultimate responsibility for the award of a contract, or (d) to any Trenton or Mercer County political party committee, or (e) to any political action committee that regularly engages in the support of Trenton municipal or Mercer county candidates or any candidates for elective municipal office in Trenton or in tenure of public office having ultimate responsibility for the award of a contract shall be limited in its ability to receive public contracts from the City of Trenton; and

(b) No professional business entity who submits a proposal for, enters into negotiations for, or agrees to any contract or agreement with the City of Trenton or any of its departments or instrumentalities, for the provision of professional services shall knowingly solicit or make any contribution, to (a) a candidate or joint candidates committee of any candidate for elective municipal office in Trenton or in tenure of public office having ultimate responsibility for the award of a contract, or (b) to any Trenton or Mercer County political party committee, or (c) to any political action committee ("PAC") that regularly engages in the support of Trenton municipal or Mercer county candidates or any candidates for elective municipal office in Trenton or in tenure of public office having ultimate responsibility for the award of a contract, or (d) to any political action committee ("PAC") that regularly engages in the support of Trenton municipal or Mercer county candidates or any candidates for elective municipal office in Trenton or in tenure of public office having ultimate responsibility for the award of a contract, between the time of first communication between that professional business entity and the municipality regarding a specific agreement for professional services and the time of the determination of negotiations or rejection of any proposal, or the completion of the performance of that contract or agreement.

(c) For purposes of this Ordinance, a "professional business entity" whose contributions are regulated by sections (a) and (b) hereof means: (i) an individual including the individual's spouse and any children; (ii) a firm, corporation, professional corporation, partnership, limited liability company, organization, association, and any other manner and kind of business entity; (c) any person who owns 10% or more of the equity or ownership or income interests in a person or entity as defined in sections (a) and (b) above and their spouses and children; (d) all parents and children. of such an entity, in the aggregate, and their spouses and children; and (e) all persons who are an "affiliate" of a person as defined in sections (a) and (b) above (as such term is used in 11 U.S.C. § 101(2)).

(d) The monetary thresholds of this Ordinance arc: (i) a maximum of $300 each for any person to any candidates for mayor or governing body, or $500 to a political party committee of the City of Trenton; (ii) $500 to a Mercer County political party committee or any PAC. However, any group of persons meeting the definition provided in section (a) above of "professional business entity" may not annually contribute for any purpose in excess of $2,500 to all City of Trenton candidates and officeholders with ultimate responsibility for the award of the contract and all City of Trenton or Mercer County public party committees and PACs combined, without violating subsection (a) of this section.

(e) For purposes of this section, the office that is considered to have ultimate responsibility for the award of the contract shall be:

(1) The City of Trenton Mayor or Governing body, if the contract requires approval or appropriation from the Mayor or Governing body.

(2) The Mayor of the City of Trenton, if the contract requires approval of the Mayor, or if a public officer who is responsible for the award of a contract is appointed by the Mayor.
SEC. 2 - CONTRIBUTIONS MADE PRIOR TO THE EFFECTIVE DATE

No contribution or solicitation of contributions made prior to the effective date of this Ordinance shall be deemed to give rise to a violation of this Ordinance.

SEC. 3 - CONTRIBUTION STATEMENT BY PROFESSIONAL BUSINESS ENTITY

(a) Prior to awarding any contract or agreement to procure professional services from any professional business entity the City of Trenton or its purchasing agencies and departments, as the case may be, shall receive a sworn statement from the intended recipient of said contract that he/she has not made a contribution in violation of Section 1 of this Ordinance.

(b) The recipient of said contract shall have a continuing duty to report any violations of this Ordinance that may occur during the negotiation, proposal process, or duration of a contract's performance. The certification required under this subsection shall be made prior to entry into the contract or agreement with the City of Trenton, or prior to the provision of services or goods, as the case may be, and shall be in addition to any other certifications that may be required by any other provision of law.

SEC. 4 - RETURN OF EXCESS CONTRIBUTIONS

A recipient of a contract for professional services may face a violation of Section 1 of this Ordinance, if, within 30 days after the general election which follows the date of the contribution, the contract recipient notifies the municipality in writing and reimburses the contribution from the recipient of such excess contribution.

SEC. 5 - EXEMPTIONS

The contribution limitations prior to entering into a contract in Section (b) do not apply to contracts which (i) are awarded to the lowest responsible bidder after public advertising for bids and bidding therefor within the meaning of N.J.S.A. 40A:11-4, or (ii) are awarded in the case of emergency under N.J.S.A. 40A:11-4. There is no exemption for contracts awarded pursuant to a "Fair and Open Process" under N.J.S.A. 19:44A-20 or any.

SEC. 6 - PENALTY

(a) It shall be a material breach of the terms of a City of Trenton agreement or contract for professional services when a recipient of such agreement or contract has: (i) made or solicited a contribution in violation of this Ordinance; (ii) knowingly or willfully or in any manner or form committed or instigated a false statement of any kind, written or verbal; (iii) made or solicited contributions through intermediaries for the purpose of controlling or manipulating the source of the contributions; (iv) made or solicited any contribution on the condition or with its agreement that it will be no-cost or contributed to a candidate or joint candidate committee of any candidate for elective municipal office in Trenton in any Trenton or Mercer County political party committee, or any PAC, (v) engaged or employed a lobbyist or consultant with the intent or understanding that such lobbyist or consultant would make or solicit any contributions, which if made or solicited by the professional business entity itself, would subject that entity to the restrictions of this Ordinance; (vi) funded contributions made by third parties, including consultants, attorneys, family members, and employees; (vii) engaged in any exchange of contributions to circumvent the intent of this Ordinance; or (viii) directly or indirectly, through or by any other person or means, done any act which if done directly would subject that entity to the restrictions of this Ordinance.

(b) Furthermore, any professional business entity that violates Section 6 (a) shall be disqualified from eligibility for leases City of Trenton contracts for a period of four calendar years from the date of the violation.

SEC. 7 - SEVERABILITY

If any provision of this Ordinance, or the application of any such provision to any person or circumstances, shall be held invalid, the remainder of this Ordinance to the extent it can be given effect, or the application of such provision to persons or circumstances other than those to which it is held invalid shall not be affected thereby, and to this extent the provisions of this Ordinance are severable. The drafters of this Ordinance, the persons signing the petition in support of this Ordinance, and the persons who cast votes in favor of the Ordinance, declare that they would have supported the Ordinance and each section, subsection, sentence, clause, phrase, or provision or application thereof, irrespective of the fact that any one or more other sections, subsections, sentences, clauses, phrases, or provisions or applications thereof may be held invalid.

SEC. 8 - REPEALER

All ordinances or parts of ordinances which are inconsistent with any provisions of this Ordinance are hereby repealed as to the extent of such inconsistency.

SEC. 9 - EFFECTIVE DATE

This Ordinance shall become effective twenty (20) days following the earlier of (a) final adoption thereof by the Municipal Council of the City of Trenton, or (b) the date on which the passage of this Ordinance as a public question is certified pursuant to N.J.S.A. 19:20-9 or other applicable law, and shall be published as required by law.
STATE OF NEW JERSEY : ss.
COUNTY OF _____________ : 

____________________________, being of full age, duly sworn according to law, deposes and says:

1. No contribution has been made in violation of Section 1 of the Public Contract Reform Ordinance adopted by the voters of the City of Trenton on November 7, 2006.
   (A copy of the ordinance is attached hereto and contributions made prior to November 27, 2006 do not give rise to a violation of the ordinance.)

2. I am familiar with the penalties set forth in Section 6 of the ordinance.

3. The foregoing statements made by me are true to the best of my knowledge and belief.

I am aware that if any of the foregoing statements made by me are willfully false I am subject to punishment.

______________
BY:

Sworn to and subscribed before me
this ________ day of ________,

____________________________
CITY OF TRENTON
ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

The undersigned Proponent hereby acknowledges receipt of the following Addenda:

<table>
<thead>
<tr>
<th>Addendum Number</th>
<th>Dated</th>
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Acknowledged for: _____________________________

(Name of Proponent)

By: _______________________________________

(Signature of Authorized Representative)

Name: ________________________________

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

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

NO FIRM MAY BE ISSUED A CONTRACT UNLESS IT COMPLIES WITH THE AFFIRMATIVE ACTION REGULATIONS OF P.L. 1975, c. 127 (N.J.A.C. 17:27)

The following questions must be answered by all Respondents:

1. Do you have a federally-approved or sanctioned Affirmative Action Program?
   
   YES______ NO
   If yes, please submit a copy of such approval.

2. Do you have a Certificate of Employee Information Report Approval?
   
   YES______ NO
   If yes, please submit a copy of such certificate.

The undersigned contractor certifies that he is aware of the commitment to comply with the requirements of P.L.1975, c.127 and agrees to furnish the required documentation pursuant to the law.
DATE: ____________

COMPANY _______________________________

SIGNATURE: ____________________________

TITLE: ________________________________

Note: A contractor’s proposal must be rejected as non-responsive if a contractor fails to comply with requirements of P.L. 1975, c.127, within the time frame.
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
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.

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)
The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance 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 Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

Date:____________________               Signature:___________________________

Company:_________________________________
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The CONTRACTOR and the OWNER do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the “ACT”) (42 U.S.C. S12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereunto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the OWNER pursuant to this contract, the CONTRACTOR agrees that the performance shall be in strict compliance with the Act. In the event that the Contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the CONTRACTOR shall defend the OWNER in any action or administrative proceeding commenced pursuant to this Act. The Contractor shall indemnify, protect, and save harmless the OWNER, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The CONTRACTOR shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the OWNER grievance procedure, the CONTRACTOR agrees to apportion by any decision of the OWNER which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the OWNER or if the OWNER incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the CONTRACTOR shall satisfy and discharge the same at its own expense.

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

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

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

DATE: __________________________  __________________________

SIGNATURE: __________________________
STOCKHOLDER DISCLOSURE CERTIFICATION
(MANDATORY REQUIREMENT)

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.

I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Partnership Corporation Sole Proprietorship
Limited Partnership Limited Liability Company Limited Liability Partnership
Subchapter S Corporation Non-Profit Corporation Other

PLEASE CHECK APPROPRIATE STATEMENTS ABOVE AND SIGN BELOW
THIS STATEMENT MUST BE INCLUDED WITH PROPOSAL SUBMISSION.

Stockholders
Name: __________________________  Name: __________________________
Home Address: ___________________  Home Address: ___________________

Name: __________________________  Name: __________________________
Home Address: ___________________  Home Address: ___________________

Name: __________________________  Name: __________________________
Home Address: ___________________  Home Address: ___________________

THIS STATEMENT MUST BE INCLUDED WITH PROPOSAL SUBMISSION

Subscribed and sworn before me this ____ day of _____, 20__ (Affiant)

(Notary Public) (Print Name & Title Affiant)

My Commission expires: (Corporate Seal)
NON-COLLUSION AFFIDAVIT

State of New Jersey
County of _____________ ss:

I, _______________________ residing in
(name of affiant)
_________________________________ in the County of ______________
(name of municipality)
and State of _________________________ of full age, being duly sworn according to
law on my oath depose and say that:

I am _____________________________ of the firm of
(title or position)
_________________________________ the Proponent making this Proposal
(name of firm)
for the proposal entitled ____________________________, and that I executed
(title of proposal)
the said proposal with full authority to do so that said Proponent has not, directly or
indirectly entered into any agreement, participated in any collusion, or otherwise
taken any action in restraint of free, competitive contracting proposals in
connection with the above named project; and that all statements contained in
said proposal and in this affidavit are true and correct, and made with full
knowledge that the ______________________________ relies upon the
(name of contracting unit)
truth of the statements contained in said Proposal and in the statements
contained in this affidavit in awarding the contract for the said project.

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

Subscribed and sworn to
before me this day
_______________ 20 .

___________________________
(Type or print name of affiant under signature)

_________________________
Notary public of

My Commission expires _________________ 20 .
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN MUST BE COMPLETED, DATED AND SIGNED
C.52:32-57 P.L. 2012, c.25

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

RFP Number: _____________ Proposer:__________________________________

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that the person or entity, or one of the person or entity's parents, subsidiaries, or affiliates, is not identified on a list created and maintained by the New Jersey Department of the Treasury as a person or entity engaging in investment activities in Iran. If the Director finds a person or entity to be in violation of the principles which are the subject of this law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the person or entity.

I certify, pursuant to Public Law 2012, c. 25, that the person or entity listed above for which I am authorized to submit a proposal:

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

☐ is not a financial institution that extends $20,000,000 or more in credit to another person or entity, for 45 days or more, if that person or entity will use the credit to provide goods or services in the energy sector in Iran. In the event that a person or entity is unable to make the above certification because it or one of its parents, subsidiaries, or affiliates has engaged in the above-referenced activities, a detailed, accurate and precise description of the activities must be provided in part 2 below to the New Jersey Turnpike Authority under penalty of perjury. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

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

Name:_____________________________________ Relationship to Proposer:_____________________________
Description of Activities:________________________________________________________________________
____________________________________________________________________________________________
____________________________________________________________________________________________
Duration of Engagement:_______________________ Anticipated Cessation Date:__________________________
Proposer Contact Name:__________________________ Contact Phone Number:_________________________

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the State of New Jersey is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the State of New Jersey and that the State at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):_____________________________________ Signature:____________________________
Title:________________________________________ Date: _________________

http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf
STATE OF NEW JERSEY
Division of Purchase & Property
Contract Compliance Audit Unit
EEO Monitoring Program

EMPLOYEE INFORMATION REPORT

IMPORTANT - READ INSTRUCTIONS CAREFULLY BEFORE COMPLETING FORM. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND TO SUBMIT THE REQUIRED $150.00 FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT EEO-1 REPORT FOR SECTION B, ITEM 11. For Instructions on completing the form, go to:
http://www.state.nj.us/treasury/contract.compliance/defaa302ms.pdf

SECTION A - COMPANY IDENTIFICATION

1. FED. NO. OR SOCIAL SECURITY
2. TYPE OF BUSINESS
   - 1. MFG
   - 2. SERVICE
   - 3. WHOLESALE
   - 4. RETAIL
   - 5. OTHER
3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY

4. COMPANY NAME

5. STREET	CITY	COUNTY	STATE	ZIP CODE

6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE):	CITY	STATE	ZIP CODE

7. CHECK ONE: IS THE COMPANY:
   - ☐ SINGLE-ESTABLISHMENT EMPLOYER
   - ☐ MULTI-ESTABLISHMENT EMPLOYER

8. IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN NJ

9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT

10. PUBLIC AGENCY AWARDING CONTRACT

CITY	COUNTY	STATE	ZIP CODE

Official Use Only
DATE RECEIVED	INAG DATE	ASSIGNED CERTIFICATION NUMBER

SECTION B - EMPLOYMENT DATA

11. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures on all lines and in all columns. Where there are no employees in a particular category, enter a zero. Include ALL employees, not just those in minority/non-minority categories, in columns 1, 2, & 3. DO NOT SUBMIT AN EEO-1 REPORT.

<table>
<thead>
<tr>
<th>JOB CATEGORIES</th>
<th>COL. 1 TOTAL (Cols. 2 &amp; 3)</th>
<th>COL. 2 MALE</th>
<th>COL. 3 FEMALE</th>
<th>PERMANENT MINORITY/NON-MINORITY EMPLOYEE BREAKDOWN</th>
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<td>Technicians</td>
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<tr>
<td>Sales Workers</td>
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<tr>
<td>Office &amp; Clerical</td>
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<tr>
<td>Craftworkers (Skilled)</td>
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<tr>
<td>Operatives (Semi-skilled)</td>
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<td>Laborers (Unskilled)</td>
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<tr>
<td>Service Workers</td>
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<tr>
<td>TOTAL</td>
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<tr>
<td>Total employment from previous report (if any)</td>
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<tr>
<td>Temporary &amp; Part-Time Employees</td>
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The data below shall NOT be included in the figures for the appropriate categories above.

12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED:
   - ☐ 1. Visual Survey
   - ☐ 2. Employment Record
   - ☐ 3. Other (Specify)

13. DATES OF PAYROLL PERIOD USED
    From: ________ TO: ________

14. IS THIS THE FIRST
    Employee Information
    Report Submitted?
    - ☐ YES
    - ☐ NO

15. IF NO, DATE LAST
    REPORT SUBMITTED
    MO  DAY  YEAR

SECTION C - SIGNATURE AND IDENTIFICATION

16. NAME OF PERSON COMPLETING FORM (Print or Type) SIGNATURE TITLE DATE MO DAY YEAR

17. ADDRESS NO. & STREET	CITY	COUNTY	STATE	ZIP CODE	PHONE (AREA CODE, NO. EXTENSION)
SAMPLE CERTIFICATE OF EMPLOYEE INFORMATION REPORT

This is to certify that the contractor [Name] has submitted an Employee Information Report pursuant to N.J.A.C. 17:37-1.1 at sea, and the State Treasurer has approved said report. This approval will remain in effect for the period of _______.

VOID

State Treasurer
Form W-9

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

1. Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2. Business name/disregarded entity name, if different from above.

3. Check appropriate box for federal tax classification: check only one of the following seven boxes:
   - Individual/sole proprietor
   - C Corporation
   - S Corporation
   - Partnership
   - Trust/estate
   - Limited liability company. Enter the tax classification (C-C corporation, S-S corporation, P=partnership).
   Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
   - Other (see instructions)

4. Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
   - Exempt payee code (if any)
   - Exemption from FATCA reporting code (if any)
   (Applies to accounts maintained outside the U.S.)

5. Address (number, street, and apt. or suite no.)

6. City, state, and ZIP code

7. List account number(s) here (optional)

Part I: Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number

or

Employer Identification number

Part II: Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and

2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and

3. I am a U.S. citizen or other U.S. person (defined below); and

4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification Instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here

Signature of U.S. person

Date

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners’ share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See What is FATCA reporting? on page 2 for further information.
CONTRACT AWARD

Upon opening proposals, pricing shall remain firm for a period of sixty (60) calendar days. In the event that the award is not made within sixty (60) calendar days, bidders may hold their bid consideration beyond sixty days or until the contract is awarded.

☐ Check here if willing to hold the pricing consideration beyond sixty days or until the contract is awarded.

☐ Check here if not willing to hold the pricing consideration beyond sixty days or until the contract is awarded.

AUTHORIZED SIGNATURE
## EMERGENCY SERVICES

In the event of an emergency, Vendor will provide priority service to the City of Trenton.

### VENDOR EMERGENCY COMPLIANCE

<table>
<thead>
<tr>
<th>YES</th>
<th>□</th>
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</thead>
<tbody>
<tr>
<td>NO</td>
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</table>

In the event of an emergency, identify your company procedure for emergency delivery of services should your facility be affected by a critical disruption:

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