REQUEST

FOR

COMPETITIVE CONTRACTING PROPOSALS

FOR

APPLICATION SOFTWARE MAINTENANCE AND SUPPORT FOR THE INHANCE UTILITY SYSTEM FOR A PERIOD OF FIVE (5) YEARS

FOR THE

CITY OF TRENTON
DEPARTMENT OF PUBLIC WORKS
DIVISION OF WATER WORKS

To be received on:

MARCH 28, 2013

DIVISION OF PURCHASING

CC2013-01
NOTICE IS HEREBY GIVEN that sealed competitive contracting proposals will be received by Isabel C. Garcia, Purchasing Agent for the City of Trenton, County of Mercer, State of New Jersey on **MARCH 28, 2013 at 11:00AM** (am/pm) prevailing time in the Division of Purchasing, 1st Floor, City Hall, 319 East State Street, Trenton, New Jersey, for:

**APPLICATION SOFTWARE MAINTENANCE AND SUPPORT FOR THE INHANCE UTILITY SYSTEM**

Request for Proposals 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](http://www.trentonnj.org/Cit-e-Access/Bids/?TID=55&TPID=5563).

**With the exception of the United States Postal Service, express mail shall be delivered to City Hall Annex, Division of Purchasing, 319 East State Street, 1st Floor, Trenton, New Jersey 08608. Late submissions will not be accepted.**

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

Respondents are required to comply with the requirements of P.L. 1975,c.127(N.J.A.C.17:27 et seq).

City of Trenton  
Isabel C. Garcia  
Purchasing Agent  
**CC 2013-01**
INSTRUCTIONS

I. SUBMISSION OF PROPOSALS
A. City of Trenton, Mercer County, New Jersey (hereinafter referred to as “OWNER”) invites sealed proposals pursuant to the Request for Proposals.

B. Sealed proposals will be received by the designated representative at the time and place stated in the Request for Proposals, 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: Division of Purchasing, City Hall Annex, First Floor, 319 East State Street, Trenton, NJ 08608 (2) bearing the name and address of the respondent written on the face of the envelope, and (3) clearly marked “PROPOSAL” with the proposal title and/or proposal # being offered.

D. It is the respondent’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 respondent 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 form, attachment of additive information not required by the proposal, 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 respondent 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 this proposal. 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 this proposal. 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.

III. INTERPRETATION AND ADDENDA
A. The respondent understands and agrees that its proposal is submitted on the basis of the Request for Proposal prepared by the OWNER. The respondent accepts the obligation to become familiar with the Request for Proposal.

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

C. No oral interpretation of the meaning of the Request for Proposal will be made to any respondent. 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 the OWNER shall be notified at least seven (7) days prior to the date fixed for the opening of the proposals Saturdays, Sundays, and holidays excepted. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the proposal, and will be distributed to all prospective respondents. All addenda so issued shall become part of the contract documents, and shall be acknowledged by the respondent 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.

IV. 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 respondent on a separate sheet and submitted with the proposal form. Vendor’s literature WILL NOT suffice in explaining exceptions to this proposal. In the absence of any changes by the respondent, it will be presumed and required that materials as described in the proposal be delivered.

B. It is the responsibility of the respondent 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 respondent certifies that the merchandise to be furnished will not infringe upon any valid patent or trademark and that the successful respondent 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.

V. 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 respondent 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 respondent.

3. AUTOMOBILE LIABILITY INSURANCE
This insurance covering respondent 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 respondent.

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 respondent 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 respondent, the respondent’s agents, servants or subcontractors in the delivery of materials and supplies, or in the performance of the work under this agreement.

VI. 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 proposed to cover its requirements; however, past experience shows that the amount ordered may be different than that submitted in the proposal. The right is reserved to decrease or increase the quantities specified in the proposal pursuant to N.J.A.C. 5:34-4.9. NO MINIMUM PURCHASE IS IMPLIED OR GUARANTEED.

C. Successful respondent 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.

VII. 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).

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 respondent 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 respondent 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 respondents 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 this proposal, shall be properly executed and submitted with the proposal.
G. BUSINESS REGISTRATION OF PUBLIC CONTRACTORS (PRIOR TO AWARD)
Pursuant to P.L. 2004, c 57 (Chapter 57) NJSA 52:32-44, all prospective bidders (as well as any subcontractors) must provide proof of State of New Jersey business registration with the bid. 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. A copy of this certificate must be submitted prior to award.

REQUIREMENTS FOR CONSTRUCTION AND NON-CONSTRUCTION PROJECTS

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."

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.

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H. 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.

VIII. METHODS OF AWARD
A. All contracts shall be for 12 consecutive months unless otherwise noted in technical or supplemental proposal.

B. The methodology for the awarding of this proposal shall be based on an evaluation and ranking, which shall include but not be limited to technical, management, and cost related criteria, and may include a weighting of criteria.

C. The successful respondent 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.

D. Pursuant to NJSA 40A:11-13(b), the OWNER reserves the right to consider the respondent’s physical proximity to City of Trenton, City Hall, 319 East State Street, Trenton, NJ, 08608 in awarding the contract when it is determined that the location of the respondent’s business is a requisite to the efficient and economical performance of said contract.

E. Pursuant to NJSA 40A:11-4.5(e), 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 respondents who consent thereto may, at the request of the contracting unit, be held for consideration for a longer period as may be agreed.

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

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

F. The OWNER decides to abandon the project.

G. The OWNER decides to substantially change the proposal format.
H. The purposes or provisions or both of P.L. 1971,c.198 (D.40A:11-1 et seq) are being violated;

**X. TERMINATION OF CONTRACT**

A. If, through any cause, the successful respondent 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 thereupon 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 respondent, the OWNER may procure the articles or services from other sources and hold the successful respondent 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.
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 (s.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
- I.R.S. 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, 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 requirements. 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 requirements.

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(q): "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."
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 on the part of taxpayers and residents as to their trust in government and its business practices;

WHEREAS, pursuant to N.J.S.A. 40:48-2, 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.2005, c.271 (codified at N.J.S.A. 40:11A-51) a municipality is authorized to adopt by ordinance measures limiting the awarding of public contracts to business entities that have made political contributions and limiting the contribution 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 desires to establish a policy that will avoid the appearance of improper influence in public contracting and local elections;

NOW, THEREFORE, BE IT ENACTED, it shall be the policy of the City of Trenton to enact a such 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 1—PROHIBITION ON AWARDED 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 functioning agents shall not enter into any agreement or otherwise contract to procure "professional services" to such fund in accordance with N.J.S.A. 40:11A-51(y) and/or bidding, licenses or other consulting services (hereinafter "professional services") if such professional business entity has donated or made any contribution (as such term is defined in N.J.S.A. 19:28-1.7, which definition includes loans, pledges and in-kind contributions) (hereinafter "contribution"); to (i) In transmitter or joint candidate convention of any candidates for elective municipal office in Trenton as a holder of public office having ultimate responsibility for the award of a contract, or (ii) to any Trenton or Mercer County political party convention, or (iii) to any political action committee that regularly engages in the support of Trenton municipal or Mercer county candidates and/or Wanshaw or Mercer County political parties or Trenton municipal or Mercer County political party committees, hereinafter "PAC"), in excess of the thresholds specified in subsection (d) within one calendar year immediately preceding the date of the contract or agreement.

(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 procurement of professional services shall knowingly solicit or make any contribution, to (a) any candidate or joint candidate convention of any candidate for elective municipal office in Trenton or hold of public office having ultimate responsibility for the award of a contract, or (b) to any Trenton political party convention, or (iii) to any political action committee ("PAC") that regularly engages in the support of Trenton municipal or Mercer County candidates and/or Trenton municipal or Mercer County political party committees, hereinafter "PAC", in excess of the thresholds specified in subsection (d) within one calendar year immediately preceding the date of the 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 child or children living at home; (ii) any firm, corporation, professional corporation, partnership, limited liability company, organization, association, and any other manner and kind of business entity; (iii) any person who owns 10% or more of the equity of ownership or business interests in a person or entity as defined in subsection (d) and (b) above and their spouses and child or children living at home; (iv) all persons or officers of such an entity, in the aggregate, and their spouses and child or children living at home; and (v) all persons who are an "affiliate" as defined in subsection (d) and (b) above (as such term is used in 11 U.S.C. § 101(2)).

(d) The monetary thresholds of this Ordinance are: (i) a maximum of $500 each, for any person or any candidate for mayor or governing body, or $500 to a political party committees of the City of Trenton; (ii) $500 to a Mercer County political party committee or to any PAC. However, any group of persons meeting the definition provided in section (c) above of "professional business entity" may set annually contributions for any person in excess of $3,200 to all City of Trenton candidates and committees, and PACs combined; (iii) any person required to file a statement of contributions and expenditures with ultimate responsibility for the award of the contract and all City of Trenton political 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.
SECTION 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.

SECTION 3 - CONTRIBUTION STATEMENT BY PROFESSIONAL BUSINESS ENTITY

(a) Prior to awarding any contract of agreement to procure professional services from any professional business entity the City of Trenton or any purchasing agent or department, as the case may be, shall receive a sworn statement from the intended recipient of said contract that he/she has not made or shall not make 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.

SECTION 4 - RETURN OF EXCESS CONTRIBUTIONS

A recipient of a contract for professional services may owe 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 seeks and receives reimbursement of the contribution from the recipient of such excess contribution.

SECTION 5 - EXCEPTIONS

The contribution limitations prior to entering into a contract in Section 1(a) do not apply to contracts which (i) are awarded to the lowest responsible bidder after public advertising for bid and bidding thereon within the meaning of N.J.S.A. 40A:11-9, or (ii) are awarded in the case of an emergency under N.J.S.A. 40A:11-5. There is no exception for contracts awarded pursuant to a "Single and Open Process" under N.J.S.A. 19:44A-22 or seq.

SECTION 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) improperly concealed or misrepresented a contribution given or received; (iii) made or solicited contributions through intermediaries for the purpose of concealing or misrepresenting the source of the contribution; (iv) made or solicited any contribution on the condition or with an agreement that it will be re-contributed to a candidate or joint candidate committee of any candidate for elective municipal office in Trenton or any Trenton or Mercer County political party committee, or any PAC; (v) engaged or employed a lobbyist or consultant, with the intent or use of such lobbyist or consultant would make or solicit any contribution, which if made or solicited by the professional business entity itself, would subject the entity to the restrictions of this Ordinance; (vi) funded contributions made by third parties, knowing or having reason to know that such contributions are or will be made or solicited by or on behalf of a professional business entity, which would make or solicit any contribution, which if made or solicited by the professional business entity itself, would subject the entity to the restrictions of this Ordinance; (vii) 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 future City of Trenton contracts for a period of four calendar years from the date of the violation.

SECTION 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 or the extent to which 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 draftsers of this Ordinance, the parties 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.

SECTION 8 - REVOCATION

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

SECTION 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. 19:29-9 or other applicable law, and shall be published as required by law.
STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

☐ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

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

Check the box that represents the type of business organization:

☐ Partnership  ☐ Corporation  ☐ Sole Proprietorship

☐ Limited Partnership  ☐ Limited Liability Corporation  ☐ Limited Liability Partnership

☐ Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

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Subscribed and sworn before me this ___ day of ____________.

(Notary Public)

My Commission expires: ________________________

(Affiant)

(Print name & title of affiant)

(Corporate Seal)
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 ___________,

______________________________
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

| Vendor Name: |  |
| Address: |  |
| City: | State: | Zip: |

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.

<table>
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<tr>
<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 $3000 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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☐ Check here if the information is continued on subsequent page(s)
Continuation Page

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

Page ___ of ___

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☐ Check here if the information is continued on subsequent page(s)
List of Agencies with Elected Officials Required for Political Contribution Disclosure

N.J.S.A. 19:44A-20.26

County Name:
State; Governor, and Legislative Leadership Committees
Legislative District #s:
State Senator and two members of the General Assembly per district.

County:
- Freeholders
- County Clerk
- Sheriff
- County Executive
- Surrogate

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

** USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM WWW.NJ.GOV/DCA/LGS/P2P A COUNTY-BASED, CUSTOMIZABLE FORM. **
ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

The undersigned Proponent hereby acknowledges receipt of the following Addenda:

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<th>Addendum Number</th>
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Acknowledged for: _____________________________

(Name of Proponent)

By: _______________________________________

(Signature of Authorized Representative)

Name: _________________________________

Title: _________________________________
REQUIRED EVIDENCE
AFFIRMATIVE ACTION REGULATIONS
N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27

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 proposing 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.
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:_________________________________
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. §12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant 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 aproposale 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: __________________________

COMPANY NAME
**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

**PLEASE CHECK APPROPRIATE STATEMENTS ABOVE AND SIGN BELOW**

THIS STATEMENT MUST BE INCLUDED WITH PROPOSAL SUBMISSION.

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**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 .
PUBLIC CONTRACTING REFORM ORDINANCE

Be it Ordained 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 on the part of taxpayers and residents as to their trust in government and its business practices;

WHEREAS, pursuant to N.J.S.A. 40:48-2, 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 N.J.S.A. 40:11A-51, a municipality is authorized to adopt by ordinance measures limiting the awarding 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 such 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 1—PROHIBITION ON AWARDING 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, instrumentailities 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. 48:11A-5.4(a)(1) and/or seeking, obtaining, entering into or other consulting services (herein referred to "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. 19:29-1.7, which definition includes loans, pledges and in-kind contributions) (herein referred as "contributions") to: (i) a candidate for or joint candidates for elective municipal office in Trenton if such candidate is a holder of public office having ultimate responsibility for the award of a contract, or (ii) to any Trenton or Mercer County political party committee, to any political action committee that regularly engages in the support of Trenton municipal or Mercer county candidates; and (iii) to any political action committee for any municipal office holder or municipal county political party committees, (herein referred to "PACs"), in excess of the thresholds specified below; or

(b) No professional business entity seeking a contract with the City of Trenton or any of its departments or instrumentalities, for the execution of professional services shall knowingly solicit or make any contribution, to: (i) a candidate for or joint candidates for elective municipal office in Trenton if such candidate is a holder of public office having ultimate responsibility for the award of a contract, or (ii) to any Trenton or Mercer County political party committee, or (iii) to any political action committee ("PAC") that regularly engages in the support of Trenton municipal or Mercer county candidates; and (iv) to any Trenton or Mercer County political party committees, in excess of the thresholds specified below; or

(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 child/children living at home; (ii) a firm, corporation, professional corporation, partnership, limited liability company, organization, association, and any other manner and kind of business entity; (v) any person who owns 10% or more of an equity or ownership interest in a person or entity as defined in sections (i) and (iii) above and their spouse and child/children living at home; (vi) any parent or officer of such an entity, in the aggregate, and that person’s and child/children living at home; and (vii) any person who owns an "affiliates" of a person as defined in sections (i) and (iii) above (as such term is used in 11 U.S.C. § 101(2)).

(d) The monetary thresholds of this Ordinance are: (i) a maximum of $300 each, for any person in any candidate for mayor or governing body, or $500 to a political party committee of the City of Trenton, (ii) $300 to a Mercer County political party committee or to any PAC. However, any group of persons pooling the definition provided in section (c) above of "professional business entity" may and annually contribute for any person in excess of $3,000 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 political party committees and PACs combined, without violating subsection (g) 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;
SECTION 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.

SECTION 3 - CONTRIBUTION STATEMENT BY PROFESSIONAL BUSINESS ENTITY

(a) Prior to entering any contract of agreement to render professional services from any professional business entity to the City of Trenton or its purchasing agents 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 the contract's performance. The notification required under this provision shall be made prior to entering into the contract or agreement with the City of Trenton, 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.

SECTION 4 - RETURN OF EXCESS CONTRIBUTIONS

A recipient of a contract for professional services may be 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 informs the municipality in writing and sends and receives reimbursement of the contribution from the recipient of such excess contribution.

SECTION 5 - EXEMPTIONS

The contribution limitations prior to entering into a contract in Section 1(a) do not apply to contracts which (i) are awarded to the least expensive bidder after public advertising for the contract; (ii) are awarded within the meaning of N.J.S.A. 40A:11-4, or (iii) are awarded in the case of an emergency under N.J.S.A. 40A:11-6. There is no suspension for contracts awarded pursuant to "Pilot and Open Process" under N.J.S.A. 19:44A-22 or 23.

SECTION 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) solicited or undertaken a contribution in violation of this Ordinance; (ii) improperly concealed or misrepresented a contribution given or received; (iii) made or solicited contributions through intermediaries for the purpose of controlling or manipulating the source of the contribution; (iv) made or solicited any contribution on the condition or with the agreement that it will be re-contributed to a candidate or joint candidate committee of any candidate for elective municipal office in Trenton or any Township or Municipal Court political party committee, or any PAC; (v) engaged in any activity authorized by the law relating to the solicitation and acceptance of contributions from political parties, candidates, or their committees; or (vi) engaged in any expenditure of contributions to influence the receipt of this Ordinance.

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

SECTION 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 and 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.

SECTION 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 inconsistencies.

SECTION 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. 19:24-9 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:

4. 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.)

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

6. 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 __________,

__________________________________
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

Vendor Name: 
Address: 
City: State: Zip:

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.

Signature Printed Name Title

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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Continuation Page

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

Page ___ of ___

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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:**
State; Governor, and Legislative Leadership Committees
Legislative District #s:
- State Senator and two members of the General Assembly per district.

**County:**
- Freeholders
- (County Executive)
- County Clerk
- Sheriff
- Surrogate

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

**USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM WWW.NJ.GOV/DCA/LGS/P2P A COUNTY-BASED, CUSTOMIZABLE FORM.**
The following checklist is provided as assistance to the development of the Request for Competitive Contracting Proposal (RFCCP). It in no way supersedes or replaces the requirements of the RFCCP. 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 RFCCP.

Business Registration Certificate to be supplied
(PRIOR TO CONTRACT AWARD)

Acknowledgement of Receipt of Addenda

Stockholder Disclosure
(MANDATORY REJECTION IF NOT INCLUDED)

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

Original Copy and (5) additional copies

Detailed Information Requested for Competitive Contract Proposal Form Completed and Signed
REQUEST FOR COMPETITIVE CONTRACTING PROPOSALS

Competitive Contracting Proposals for the above listed services are being solicited through a fair and open process in accordance with N.J.S.A. 19:44A-20.5 et seq.

SOFTWARE MAINTENANCE AND SUPPORT FOR INHANCE UTILITY SYSTEM
The City of Trenton, NJ will be accepting proposals from vendors interested in providing continued application software maintenance and support for the InHance Utility System for the Department of Public Works, Division of Water.

SCOPE OF SERVICES
The service to be provided is software maintenance and support for the InHance System which is a Utility Customer Service, Billing and Work Order System.

1. To provide support to the users of the system.

EVALUATION CRITERIA
Proposals for the above listed services are being solicited through a fair and open process in accordance with N.J.S.A. 19:44A-20.5 et seq. The following criteria are being utilized as the basis for the award of services:

A. Ability to perform the required services.

B. Extensive knowledge of the subject matter to be addressed under the contract.

C. Compensation proposal.

D. Past performance.

DURATION OF CONTRACT
Proposals for the above will be for a period of five (5) years.
City of Trenton/Trenton Water Works
Proposal Form

Annual Application Maintenance and Support pricing for five (5) years:

Year 1
4/1/12-3/31/13 $__________

Year 2
4/1/13-3/31/14 $__________

Year 3
4/1/14-3/31/15 $__________

Year 4
4/1/15-3/31/16 $__________

Year 5
4/1/16-3/31/17 $__________

COMPANY
_____________________________________________________________________
ADDRESS
_____________________________________________________________________
ADDRESS
_____________________________________________________________________
FED. ID #
_____________________________________________________________________
NAME
_____________________________________________________________________
TELEPHONE
_____________________________________________________________________
FAX
_____________________________________________________________________
EMAIL
_____________________________________________________________________
DATE
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SIGNATURE