PROFESSIONAL SERVICES CONTRACTS TO BE AWARDED BY ESTABLISHED QUALIFICATION CRITERIA

The Township of Gloucester solicits RFP/RFQ qualifications for applicants for appointment for a Risk Manager. Responses should address the general criteria and mandatory minimum criteria for the positions sought. All responses will be treated as confidential and reviewed only by the governing body, unless otherwise required by law. Responses must be received in the **Office of the Township Clerk, P.O. Box 8, 1261 Chews Landing Road, Blackwood, NJ 08012, no later than 11:00AM, Thursday, February 7, 2019.** The Township requires two copies of each response as well as one response on disc. All responses shall be opened and announced publicly, immediately thereafter by the Township Clerk or her representative. Responses will be reviewed by the governing body. All appointments will be announced at a public meeting. Unless otherwise noted appointments shall be for the calendar year of 2019 and subject to the execution of an appropriate contract.

INTRODUCTION

The Township of Gloucester desires to appoint a Risk Manager for calendar year 2019 who will be responsible for assisting the Township in identifying its insurable exposures and to recommend professional methods to reduce, assume or transfer the risk of loss. The Consultant will review with the Township any additional coverages that the Consultant feels should be carried but are not available from the Camden County Joint Insurance Fund (JIF) and subject to the Township's authorization place such coverages outside the Fund. The Consultant shall assist the Township in the preparation of applications, statements of value and similar documents requested by the Fund, it being understood that this does not include appraisal work by the Consultant. The Consultant shall review the Township's assessment as proposed by the Fund and assist the Township in the preparation of its annual insurance budget.

The Township intends to award a professional services contract for the defined scope of work in accordance with N.J.S.A. 19:44A-20.4 et seq. (Fair and Open process) for the 2019 calendar year.

ADMINISTRATIVE CONDITIONS AND REQUIREMENTS

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

2.1 Proposal Submission Information

Submission Date and Time: THURSDAY, FEBRUARY 7, 2019 at 11:00 A.M. prevailing time.

The applicant/proposer shall submit one (1) original with original signatures marked 'ORIGINAL" and four (4) complete and exact copies of the original marked 'COPY" of his/her proposal and should submit an electronic copy on a CD or flash drive in PDF format.

Submission Office:

Township of Gloucester Clerk's Office, 1261 Chews Landing Road, Laurel Springs, New Jersey 08021

Clearly mark the submittal package with the title of this RFP/RFQ and the name of the responding firm, addressed to the Township Clerk. The original proposal shall be marked to distinguish it from the four copies. Only those RFP/RFQ responses received prior to or on the submission date will be considered. Any submission(s) received after the specified time and location will be returned unopened. Responses delivered before the submission date and time specified above may be withdrawn upon written application of the respondent who shall be required to produce evidence showing that the individual is or represents the principal or principals involved in the proposal. After the submission date and time specified above, responses must remain firm for a period of sixty (60) days.

2.2 Township Representative for this Solicitation

Please direct all questions in writing to:

Township of Gloucester

Clerk's Office

1261 Chews Landing Road

Clementon, NJ 08021

2.3 Interpretations and Addenda

Respondents are expected to examine the RFP/RFQ with care and observe all its requirements. All questions about the meaning or intent of this RFP/RFQ, all interpretations and clarifications considered necessary by the Township's representative in response to such comments and questions will be issued by Addenda. Only comments and questions responded to by formal written Addenda will be binding. Questions may be faxed to 856-374-3527. In order to be given consideration, written requests for interpretation must be received no later than January 21, 2019, it is recommended that any questions faxed or emailed should be followed up with a telephone call to the Township Clerk, Nancy Power to ensure receipt of all questions. Oral interpretations, statements or clarifications are without legal effect. It is the sole responsibility of the person submitting the bid to be knowledgeable of all addenda related to this procurement. If bidders obtain a Bid/RFP/RFQ from the website, it is the responsibility of the person submitting the bid to check prior to the bid opening to see if addenda have been issued. Copies of addenda or notice of same will be made available on the Township website and will be e-mailed, faxed or sent via U.S. Mail to all registered bidders. Bidders who pick up bid specifications from the Municipal Building, receive specifications by mail or have registered with the Purchasing Department will automatically receive copies of addenda.

2.4 Assign, Sublet or Transfer Any Rights/Interests

Neither the Township nor the Contractor shall assign, sublet, or transfer any rights or interests in this Agreement without the prior written consent of the other party. Unless specifically stated to the contrary, in writing, prior to any assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing herein shall be construed to give any rights or benefits to any other than the Township and the Contractor.

2.5 Cost Liability and Additional Costs

The Township assumes no responsibility and liability for costs incurred by the Respondents prior to the issuance of an agreement. The liability of the Township shall be limited to the terms and conditions of the contract. Respondents will assume responsibility for all costs not stated in their proposals. All unit rates either stated in the proposal or used as a basis for its pricing are required to be all-inclusive. Additional charges, unless incurred for additional work performed by request of the Township, are not to be billed and will not be paid.

2.6 Statutory and Other Requirements

a. Compliance with Laws

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

b. Mandatory EEO/Affirmative Action Compliance

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

c. Americans with Disabilities Act of 1990

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

d. Ownership Disclosure

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

e. Non-Collusion Affidavit

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

f. N.J. Business Registration Certificate

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

g. Disclosure of Investment Activities in Iran

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.

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

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

i. Insurance and Indemnification

If it becomes necessary for the contractor, either as principal or by agent or employee, to enter upon the premises or property of the Township in order to construct, erect, inspect, make delivery or remove property hereunder, the contractor hereby covenants and agrees to take use, provide and make all proper, necessary and sufficient precautions, safeguards, and protection against the occurrence of happenings of any accident, injuries, damages, or hurt to person or property during the course of the work herein covered and be his/her sole responsibility.

The contractor further covenants and agrees to indemnify and save harmless the Township from the payment of all sums of money or any other consideration(s) by reason of any, or all, such accidents, injuries, damages, or hurt that may happen or occur upon or about such work and all fines, penalties and loss incurred for or by reason of the violation of any Township regulation, ordinance or the laws of the State, or the United States while said work is in progress. The contractor shall maintain sufficient insurance to protect against all claims under Workers Compensation, General Liability and Automobile and shall be subject to approval for adequacy of protection and certificates of such insurance shall be provided.

The contractor, by execution of the contract, shall thereby indemnify and hold the Township harmless from any and all liabilities, claims, actions, costs and penalties which may be incurred as the result of the failure of the contractor to comply with the requirements of the Health Insurance Portability and Accountability Act (HIPAA) or any other statute or case law protecting the privacy of persons using its services.

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

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 Workers' 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 Township as an additional insured.

Insurance/Background Checks

The Consultant is responsible to conduct adequate background checks on all employees and/or sub-contractors working at Township facilities. Consultants and/or sub-contractors must be bonded, show proof of insurance coverage naming the Township as an additional insured, and workers' compensation insurance.

Insurance Requirements

The Consultant shall maintain during the life of the contract, insurance policies of the type and with the minimum limits indicated below and in a form satisfactory to the municipality. The Consultant shall provide a certified copy of the policies and/or certificates of insurance satisfactory to the municipality prior to commencement of work.

1. Workers' Compensation and Employer's Liability Insurance
This insurance shall be maintained in force during the life of this contract by the bidder covering all employees engaged in performance of this contract in accordance with the applicable statute. Minimum Employer's Liability is $500,000.00.

2. General Liability Insurance
This insurance shall have limits of not less than $1,000,000.00 any one person and $1,000,000.00 any one accident for bodily injury and $3,000,000.00 aggregate for property damage, and shall be maintained in force during the life of this contract by the bidder.

3. Automobile Liability Insurance
This insurance covering bidder for claims arising from owned, hired and non-owned vehicles with limits of not less than $1,000,000.00 any one person and $1,000,000.00 any one accident for bodily injury and $1,000,000.00 each accident for property damage, shall be maintained in force during the life of this contract by the bidder.

4. Professional Liability
$1,000,000.00 errors and omissions/malpractice for occurrence.

j. HIPAA (if applicable)

Both parties agree to comply with all requirements of the Federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA") as may be amended from time to time and the corresponding HIPAA regulations for the confidentiality and security of medical information

The contractor shall:

- Not use or disclose protected health information other than as permitted or required by law
- Use appropriate safeguards to protect the confidentiality of the information
- Report any use or disclosure not permitted

The contractor, by execution of the contract, shall thereby indemnify and hold the Township harmless from any and all liabilities, claims, actions, costs and penalties which may be incurred as the result of the failure of the contractor to comply with the requirements of the Health Insurance Portability and Accountability Act (HIPAA) or any other statute or case law protecting the privacy of persons using its services.

k. Proof of Licensure

Proof of licensure for providing Professional Services in the State of New Jersey, for either the firm or the person responsible for the work, shall be provided as required.

l. Public Emergency

In the event of a Public Emergency declared at the Local, State or Federal Level, if the Township opts to extend terms and conditions of this RFP/RFQ, the contractor agrees to extend the terms and conditions of this RFP/RFQ, whether existing, expiring or expired no longer than six months, for goods and/or services for the duration of the emergency. In the event the original contractor cannot meet this requirement, the Township may solicit the goods and/or services from any respondent on this contract.

m. Multiple Proposals Not Accepted

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.

n. Failure to Enter Contract

Should the respondent, to whom the contract is awarded, fail to enter into a contract within twenty-one (21) days, Sundays and holidays excepted, the Township may then, at its option, accept the proposal of another respondent.

o. Commencement of Work

The contractor agrees to commence work after the date of award by the Township and upon notice from the using department.

p. Termination of Contract

If, through any cause, the contractor shall fail to fulfill in a timely and proper manner obligations under the Contract or if the contractor violates any requirements of the Contract, the Township shall thereupon have the right to terminate the Contract by giving written notice to the contractor of such termination at least thirty (30) days prior to the proposed effective date of the termination. Such termination shall relieve the Township of any obligation for the balances to the contractor of any sum or sums set forth in the Contract.

The contractor agrees to indemnify and hold the Township 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 Township under this provision. In case of default by the contractor, the Township may procure the articles or services from other sources and hold the contractor responsible for any excess cost occasioned thereby.

q. Non-Allocation of Funding Termination

Each calendar year payment obligation of the Township is conditioned upon the availability of Township funds appropriated or allocated for the payment of such an obligation. If funds are not allocated and available for the continuance of any services performed by the Contractor hereunder, whether in whole or in part, the Township at the end of any particular fiscal year may terminate such services. The Township will notify the Contractor in writing immediately of any services that will be affected by a shortage of appropriated funds. This provision shall not be construed so as to permit the Township to terminate this Agreement during the term, or any service hereunder, merely in order to acquire identical services from a third party contractor.

r. Challenge of Specifications

Any respondent who wishes to challenge a specification shall file such challenge in writing with the Purchasing Agent no less than three (3) business days prior to the opening of the RFP/RFQ's. Challenges filed after that time shall be considered void and having no impact on the Township or the award of contract.

s. Payment

Risk Management Consultant shall be paid directly from the Camden County Joint Insurance Fund.

t. Non-payment of Penalties and Interest on Overdue Bills

Public funds may be used to pay only for goods delivered or services rendered. The Township will not pay penalties and/or interest on overdue bills. No employee is authorized to sign a letter of credit or any other document that represents a legal commitment on the part of the Township to pay additional fees.

u. Availability of Funds

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

v. Ownership of Material

The Township shall retain all of its rights and interest in any and all documents and property both hard copy and digital furnished by the Township to the contractor for the purpose of assisting the contractor in the performance of this contract. All such items shall be returned immediately to the Township at the expiration or termination of the contract or completion of any related services, pursuant thereto, whichever comes first. None of the documents and/or property shall, without the written consent of the Township, be disclosed to others or used by the contractor or permitted by the contractor to be used by their parties at any time except in the performance of the resulting contract.

Ownership of all data, materials and documentation originated and prepared for the Township pursuant to this contract shall belong exclusively to the Township. All data, reports, computerized information, programs and materials related to this project shall be delivered to and become the property of the township upon completion of the project.
The contractor shall not have the right to use, sell, or disclose the total of the interim or final work

products, or make available to third parties, without the prior written consent of the Township. All information supplied to the Township may be required to be supplied on CD-ROM media compatible with the Township's computer operating system, windows based, Microsoft Office Suite 2007 or greater.

w. Altering Official Document

Respondents shall not write in any margins or alter the official content of Township's document.

x. W-9

Successful bidder/respondent shall complete W-9 Form and submit to Purchasing prior to contract award. The form is available at the following link:
http://www.irs.gov/pub/irs-pdf/fw9.pdf

y. Conflict of Interest

Indicate and disclose below any potential conflicts of interest the Professional may have in performing these services for the _____ of _____.

Conflict of Interest Yes_____ No_____

If answered "yes", please explain below or on separate sheet(s)

_____

_____

_____

_____

_____

_____

2.7 Representations

The Vendor hereby represents as follows:

1. The Vendor is financially solvent, able to pay its debts as they become due and possessed of sufficient working capital to complete the services required and perform its obligations under this Agreement.

2. The Vendor is able to furnish the workplace, tools, materials, supplies, equipment and labor necessary to complete the Services and perform all of its obligations under the Contractual Documents, and has sufficient experience and competence to do so.

3. The Vendor is authorized to do business in the State of New Jersey and is properly licensed by all necessary governmental and public and quasi-public authorities having jurisdiction over the Vendor and the Services it will be performing.

4. The Vendor's execution of and performance under this Agreement are within its duly authorized powers.

5. The Vendor certifies that it has satisfied itself, from its own investigation, of the conditions to be met, and that it fully understands its obligations and agrees that it will not make any Claim for, or have right to, cancellation or relief from the Contractual Documents without penalty because of its misunderstanding or lack of information.

6. The Vendor certifies that all representations made by it in any of the Contractual Documents are true, subject to penalty of law. The Vendor understands and agrees that its knowing or intentional violation of any statute or regulation related to public contracts and/or its misrepresentation or concealment of any material fact may be cause for termination of this Agreement. The Vendor understands and agrees that the Vendor's violation of any statute or regulation related to public contracts and/or its misrepresentation or concealment of any material fact shall serve as a legal bar to the Vendor's enforcement of its rights under the Contractual Documents, including any and all Claims at law or equity.

7. The Vendor and any firm it has subcontracted has provided to the Authority proof of valid business registration with the Division of Revenue of the New Jersey Department of the Treasury, pursuant to L. 2001, c. 134, as set forth in Appendix E, and the Vendor shall not enter into any subcontract with a firm that has not provided it and the Township with proof of such valid business registration.

I. INTRODUCTION

These contracts are to furnish and deliver professional services for the Risk Management Consultant of the Township of Gloucester through a fair and open process in accordance with N.J.S.A. 19:44A-20.4 et seq. as follows:

Any persons or firms interested in providing professional services to the Township of Gloucester as defined in the New Jersey Statutes, N.J.S.A. 40A:11-2(6).

II. SCOPE OF WORK

RISK MANAGEMENT CONSULTANT SERVICES

GENERAL CRITERIA: The Township desires to appoint an individual or firm for the purpose of providing risk management consultant services to include property and general liabilities (excluding medical insurance).
The consultant will be required to have superior knowledge and experience in all aspects of identifying property and casualty exposures and have a strong knowledge of various insurance coverages within the Camden County Municipal Joint Insurance Fund (JIF) and in the outside traditional market.
Familiarity with Camden County Municipal Joint Insurance Fund (JIF) procedures and documentation is essential as required under the bylaws of the JIF. If selected, vendor must be pre-qualified/pre-approved by JIF prior to bid submission.

The Risk Management Consultant shall be a New Jersey licensed property/casualty insurance agent or broker with demonstrated prior experience in the management of public insurance risks. The Risk Management Consultant shall be an "Insurance Producer", pursuant to N.J.S.A. 17:22-A, but shall not be a Fund Commissioner.

DUTIES:

The Risk Management Consultant (hereinafter the "Consultant") shall:

A Assist the Township in identifying its insurable exposures and to recommend professional methods to reduce, assume or transfer the risk of loss.

B. Assist the Township in understanding and selecting the various coverages available from the Camden County Municipal Joint Insurance Fund (JIF) - (hereinafter referred to as "Fund")

C. Review with the Township any additional coverages that the Consultant feels should be carried but are not available from the Fund and subject to the Township's authorization place such coverages outside the fund.

D. Assist the Township in the preparation of applications, statements of values and similar documents requested by the Fund, it being understood that this agreement does not include any appraisal work by the Consultant.

E. Review the Township's assessment as prepared by the Fund and assist the Township in the preparation of its annual insurance budget.

F. Review losses of reports and generally assist the safety committee in its loss containment and liability objectives.

G. Assist where needed in the settlement of claims, with the understanding that the scope of the Consultant's involvement does not include the work normally done by a public adjustor.

H. Attendance at the majority of meetings of the Fund and the Township's JIF Safety Committee, and the performance of such other services as required by the Township or the Fund.

I. Loss/Run Reports are to be received on a monthly basis along with any other requested associated reports to the Township Risk Manager.

J. Organize quarterly claims review meetings with all appropriate parties.

K. Any other services required by the Fund's Bylaws.

SUBMISSIONS MUST INCLUDE:

1. Evidence of licensure or certifications as required by law.

2. List of current and past municipal clients served by the firm. Indicate which are in the Camden County JIF.

3. Resumes of partners and managers in the firm expected to act on this assignment.

4. Description of the staff employed by the firm including partners, managers, and other staff including numbers employed for each category.

5. Please provide address(es) of office(s).

6. Description of any other factors the proposing party believes is relevant to its ability to provide the Township with superior service.

7. Valid State of New Jersey Business Registration Certificate.

8. Signed Vendor Certification.

9. Completed "Required Evidence Affirmative Action Regulations".

TERM:

Appointment shall be for the calendar year of 2019 (January 1, 2019 – December 31, 2019).

III. Proposal Requirements

FEE PROPOSAL TO PROVIDE THE SERVICES OUTLINED ABOVE

This fair and open process proposal is for the Request for Proposal/Request for Qualifications. Contract award shall be made with reasonable promptness by written notice to that responsible bidder, whose bid proposal, conforming to this RFP/RFQ, is most advantageous to the Township.

Qualification Statement and Proposal

Respondents are requested to submit a Qualification Statement. The Qualification Statement and Proposal must contain all requirements of the RFP/RFQ and the following information.

1. A statement that your firm is interested in performing the work described in this RFP/RFQ.
2. The address of the office in which the work will be performed.
3. The name and title of the individuals who will be assigned to the project(s).
4. A narrative demonstrating your understanding of all work necessary. The narrative must detail your firm's particular ability to perform the type of work. The narrative must indicate the experience of your firm/staff for the type of work involved for the categories your firm is preparing a response. The narrative should address the ability of your firm to complete the required work in a professional and cost effective manner.

Additional Attachments (Required)

Resumes with titles of key personnel who will be assigned to project must be submitted along with your firms' proposals. Each resume shall be a maximum of two, single sided, 8 ½ "x 11" sheets in length and must highlight education, professional credentials, and work performance on projects similar to that described in this RFP/RFQ. A resume of the primary partner, as well as the resume(s) of key personnel must be included.

Basis for Award of Contract/Agreement for Professional Services

The Township shall award all professional service contracts or agreements based on qualifications, knowledge and technical competence, experience performing similar work and other factors.

Fee Schedule

Risk management consultant fee is set at six (6%) percent of the assessment by the Camden County Joint Insurance Fund for the calendar year beginning February 12, 2019 through December 31, 2019.

References

Please provide a list of (3) three clients for whom similar risk management services have been provided. Include the following in your response:

1. Name of Client
2. Address of Client
3. Contact Person's Name
4. Contact Person's Title
5. Telephone Number
6. E-mail address
7. Dates Worked (time period worked with client)
8. Experience with Camden County JIF

IV. BASIS FOR AWARD OF CONTRACT/AGREEMENT FOR PROFESSIONAL SERVICES

The Township of Gloucester shall award all professional service contracts or agreements based on qualification, merit and experience. Selection criteria will include:

1. Qualifications of the individual or firms who will perform the service or activity.

2. Experience and references with Camden County JIF and current insurance workplace.

3. Ability to perform the service or activity in a timely fashion, including staffing and the staff's familiarity of the service or activity.

4. Cost Competitiveness, if applicable.

5. The Township reserves the right to conduct an interview or interviews with the prospective professional to discuss the scope of the professional services as outlined in the applicant's/proposer's proposal.

6. All awards will be by resolution acted on by the Township Council at a Council meeting.

7. All awards are subject to availability of funds.

8. Any other information that the Township deems relevant.

V. Evaluation, Review and Selection Process

Proposals to Remain Subject to Acceptance

RFP/RFQ responses shall remain open for a period of sixty (60) calendar days from the stated submittal date. The Township will either award the Contract within the applicable time period or reject all proposals. The Township may extend the decision to award or reject all proposals beyond the sixty (60) calendar days when the proposals of any respondents who consent thereto may, at the request of the Township, be held for consideration for such longer period as may be agreed.

Rejection of Proposals

The Township reserves the right to reject any or all proposals, or to reject any proposals if the evidence submitted by, or investigation of such respondent fails to satisfy the Township that such respondent is properly qualified to carry out the obligations of the RFP/RFQ and to complete the work contemplated therein. The Township reserves the right to waive any minor informality in the RFP/RFQ. In the event that all proposals are rejected, the Township reserves the right to start the process over from the beginning and re-solicit proposals.

If No Proposals Are Received

If no proposals are received after conducting the Fair and Open Process, the Committee will make a recommendation for the appointment of a professional to the governing body as permitted in N.J.S.A. 40A:11-6.1(a)(b). Notwithstanding the above, all professionals receiving awards based on this sub-section must comply with the limitations on contributions in the Township's Pay to Pay Ordinances.

Evaluation Process

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

Evaluation Criteria

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

1. **Understanding of the Requested Work**
   - Completeness & responsiveness to the RFP/RFQ
   - Compliance with instructions & requests
   - Demonstrates clear understanding of Scope of Work

2. **Knowledge and Technical Competence**
   - Education & training of employees
   - Suitability to perform the required tasks
   - Experience with JIF and/or MEL
   - Process(es) used to measure & assure the quality of service

3. **Management, Experience and Personnel Qualifications**
   - Project management team & their qualifications
   - Additional resources available
   - Record of reliability & quality of service
   - Experience performing similar work
   - References – as required in RFP

4. **Cost**
   Consistent with Camden County JIF, the fee will be six (6%) percent. This is inclusive of all costs (travel, fax, etc.) Hourly rates and schedules of fees for additional services will be submitted with the proposal. Any services not included as part of any resulting contract scope of services must be approved and authorized by the Township before such work is initiated. The Township shall pay for such approved services at the rate or cost agreed upon between the Township and contractor, provided the respondent has provided a schedule of fees for additional services with this RFP/RFQ.

VI. Award

The Township reserves the right to conduct an interview or interviews with the prospective professional to discuss the scope of the professional services as outlined in the proposer's submission.

Term of Contract: February 12, 2019 – December 31, 2019.

The Professional Services Committee will select the vendor(s) deemed most advantageous to the Township, price and other factors considered. The Professional Services Committee's selection is subject to the Mayor's approval. Thereafter, the Mayor's recommendation shall be forwarded to the governing body for approval. Once approved by the governing body by resolution, the contract between the Township and the selected vendor(s) shall be prepared.

All awards are subject to availability of funds.

Notice of Award

The successful respondent will be notified of the award of contract upon a favorable decision by the governing body. The Purchasing Agent may then send a Purchase Order/Voucher to the contractor.

Payment

Payment shall be made to the Consultant directly from the Camden County Joint Insurance Fund.

Open Public Records Act (OPRA)

All documents/information, except for OPRA's Exemptions from Disclosure, submitted in response to this solicitation shall be available to the general public as required by the New Jersey Open Public Records Act N.J.S.A. 47:1A-1 et seq.

COST DETAILS/SIGNATURE PAGE

NAME AND TITLE OF EMPLOYEE WHO WILL PERFORM SERVICES **	RATES	EXPENSES
	Total six (6%) percent of assessment for contract	
Other: please specify		
Other: please specify		

Please use additional sheet(s) if necessary.

Please provide rates for any additional services that may be requested. Any fee or cost not specified in your proposal is to be included within the hourly fee proposed.

Six (6%) Percent of Assessment Agree: Yes_____ No_____
(please initial appropriate answer)

**Please include on a separate sheet for every title referenced, the definition of the title used. The definition should reference the level of experience, licensing, and/or parameters of the job function.

The undersigned hereby declares that they have carefully examined the requirements of the specifications contained herein and propose the above for the Risk Manager bid and if awarded the contract, he/she will provide services as specified by the Specifications.

SIGNATURE_____

NAME PRINTED_____

COMPANY_____

ADDRESS_____

TELEPHONE_____ FAX_____

EMAIL_____

DATE_____

FEE PROPOSAL TO PROVIDE THE SERVICES OUTLINED ABOVE

This fair and open process proposal is for the Request for Proposal/Request for Qualifications. Contract award shall be made with reasonable promptness by written notice to that responsible bidder, whose bid proposal, conforming to this RFP/RFQ, is most advantageous to the Township, price and other factors considered.

OFFICE LOCATION – Please list complete address of servicing location:

_____

_____

REFERENCES: Please provide a minimum of three (3) references below of other public entities for which you provide or have provided services ***or*** you may use separate sheet(s). Please include contact name, title, client name and address, telephone number, email address and dates worked. You may also include additional references if desired.

1. _____

_____

_____

_____

2. _____

_____

_____

_____

3. _____

_____

_____

_____

TOWNSHIP OF GLOUCESTER
RISK MANAGEMENT
CONSULTANT
BID DOCUMENT CHECKLIST

FAILURE TO SUBMIT EITHER OF THE TWO (2) "CHECKED" REQUIRED STATUTORY ITEMS (N.J.S.A. 40a:11-23.2) WILL RESULT IN REJECTION OF YOUR BID

Required with Bid		**Read, Signed & Submitted Bidder's initial**
_√_	Ownership Disclosure Certification - Statutory	_____
_√_	Acknowledgement of Receipt of Addenda (complete enclosed form AND enclose signed copies of any/all Addenda with bid submission – Statutory	_____

The following checklist is for your reference only and is strictly to guide vendors with required documentation; however, it may not include all specification requirements and does not relieve the bidder of the need to read and comply with the specifications.

_√_ Non-Collusion Affidavit
_√_ Required Evidence EEO/Affirmative Action Regulations Certificate of Questionnaire
_√_ Certificate of Insurance naming Township as additionally insured (from awarded vendor with executed contracts)
_√_ Business Entity Disclosure Certification completed & signed (Pay-to-Play)
_√_ License(s) and/or Certification(s) if required by the specifications
_√_ Past and present public entities represented
_√_ Price Proposal
_√_ Office Location
_√_ State of New Jersey Business Registration Certificate -with bid submission OR prior to award
_√_ CD with PDF of Bid Response along with Printed Copied (reference Notice to Bidders)
_√_ Disclosure of Investment Activities in Iran

C. READ ONLY

_√_ American with Disability Act of 1990 Language

TOWNSHIP OF GLOUCESTER
CAMDEN COUNTY, NEW JERSEY

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Dated	Acknowledge Receipt (initial)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

☐ No Addenda were received

Acknowledged for:_____
(Name of Bidder)

By:_____
(Signature of Authorized Representative)

Printed Name:_____

Title: _____

Date:_____

REQUIRED EVIDENCE
AFFIRMATIVE ACTION REGULATIONS
N.J.S.A. 10:5-31 and N.J.A.C. 17:27

GOODS AND SERVICES CONTRACT
(INCLUDING PROFESSIONAL SERVICES)

This form is a summary of the successful bidder's requirement to comply with the requirement of comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 et seq.

The successful bidder shall submit to the public agency, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence;

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

2. A photocopy of approved Certificate of Employee Information Report issued in accordance with N.J.A.C. 17:27-4;

OR

3. An Employee information Report (Form AA302) completed with a copy to the N.J. Department of the Treasury with the appropriate fee.

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.

The following questions must be answered by all bidders:

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.

COMPANY:_____ SIGNATURE:_____

TITLE:_____

Note: A professional's bid must be rejected as non-responsive if a contractor fails to comply with requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27, within the time frame.

NOTE: The professional must submit with their proposal an Employee Information Report Certificate. If the professional does not have an Employee Information Report Certificate as provided by the NJ Department of the Treasury and this is your first AA302 form report, the professional must submit a copy of the original AA302 form to the Public Agency awarding the contract (Township of Gloucester) and forward one copy with a check in the amount of $150.00 payable to the Treasurer, State of New Jersey (fee is non-refundable) to:

NJ Department of the Treasury
Division of Public Contracts
Equal Employment Opportunity Compliance
P.O. Box 206
Trenton, NJ 08525-0206

Telephone 609-292-5473

Upon receipt of the Employee Information Report Certificate, the professional MUST forward a photo copy of this certificate to the Township for our files.

Note: If the Township has received this AA302 form with a previous proposal, the Township is unable to accept the proposal from the professional without the Employee Information Report Certificate.

EXHIBIT A

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

GOODS, GENERAL SERVICES, AND PROFESSIONAL SERVICES 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, up-grading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprentice-ship. 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 prom-ulgated 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; or

Employee Information Report Form AA-302 (electronically provided by the Division and distributed to the public agency through the Division's website at: http://www.state.nj.us/treasury/contract_compliance/).

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

(2016)

APPENDIX A
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the Township of Gloucester of Laurel Springs, NJ, (hereafter "Township") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") *(42 U.S.C. S121 01* et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the Township 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 Township in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the Township, 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 Township's grievance procedure, the contractor agrees to abide by any decision of the Township which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the Township, or if the Township 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 Township shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim, If any action or administrative proceeding is brought against the Township or any of its agents, servants, and employees, the *Township shall* expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the Township or its representatives.

It is expressly agreed and understood that any approval by the Township 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 Township pursuant to this paragraph.

It is further agreed and understood that the Township 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 Township from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

STATEMENT OF OWNERSHIP (OWNERSHIP DISCLOSURE CERTIFICATION)
N.J.S.A. 52:25-24 (P.L. 1977, c.33, as amended by P.O. 2016, c.43) THIS

STATEMENT SHALL BE INCLUDED WITH ALL SUBMISSIONS

Failure of the bidder/proposer to submit the required information is cause for automatic rejection of the bid or proposal

Name of Business:_____

Address of Business:_____

Name of person completing this form:_____

N.J.S.A. 52:25-24.2:

"No corporation, partnership or limited liability company shall be awarded any contract nor shall any agreement be entered into for the performance of any work or the furnishing of any materials or supplies, unless prior to the receipt of the bid or proposal or accompanying the bid or proposal of said corporation, said partnership or said limited liability company there is submitted a statement setting forth the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be.

If one or more such stockholder or partner or member is itself a corporation or partnership or limited liability company, the stockholders holding 10 percent or more of that corporation's stock or the individual partners owning 10 percent or greater interest in that partnership or the members owning 10 percent or greater interest in that limited liability company, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every non-corporate stockholder, and individual partner and ember, exceeding the 10 percent ownership criteria established in this act, has been listed.

To comply with this section, a bidder with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10 percent or greater beneficial interest in the publicly traded entity as of the last annual filing with the Federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10 or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers or the filings that contain the information one each person that holds a 10 percent or greater beneficial interest."

The Attorney General has advised that the provisions of N.J.S.A. 52:25-24.2, which refer to corporations and partnerships apply to limited partnerships, limited liability partnerships and Subchapter S Corporations.

THIS OWNERSHIP DISCLOSURE CERTIFICATION FORM SHALL BE COMPLETED, SIGNED AND NOTARIZED.

Part 1

Check the box that represents the type of business organization:

☐Sole Proprietorship (skip Parts II and III, sign and notarize at the end)

☐Non-Profit Corporation (skip Parts II and III, sign and notarize at the end)

☐Partnership ☐Limited Partnership ☐Limited Liability Partnership

☐Limited Liability Company ☐For profit Corporation (including Subchapters C & S or Professional Corporation

☐Other (be specific):_____

Part II

☐I certify that the list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein or of all members in the limited liability company who own a 10 percent of greater interest therein, as the case may be.

OR

☐I certify that no one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein or that no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be.

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

Name:_____ Name:_____

Address:_____ Address:_____

_____ _____

Name:_____ Name:

_____

Address:_____ Address:

_____ _____

Name:_____

Address:_____

_____

Name:_____

Address:_____

_____

Part III – Any Direct or Indirect Parent Entity Which is Publicly Traded:

"To comply with this section, a bidder either any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10 percent or greater beneficial interest in the publicly traded entity as of the last annual filing with the Federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10 percent or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the Federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10 percent or greater beneficial interest."

☐Pages attached with name and address of each publicly traded entity as well as the name and address of each person that holds a 10 percent or greater beneficial interest.

OR

☐Submit here the links to the Websites (URLs) containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent.

_____

_____

AND

☐Submit here the relevant page numbers of the filings containing the information on each person holding a 10 percent or greater beneficial interest.

_____

_____

_____ (Affiant)

_____ (Print name of affiant and title, if applicable)

Subscribed and sworn before me this _____ of _____, 20_____.

_____ (Notary Public)

CORPORATE SEAL,
IF CORPORATION

My Commission expires:_____

TOWNSHIP OF GLOUCESTER
CAMDEN COUNTY, NEW JERSEY

NON-COLLUSION AFFIDAVIT

State of New Jersey County of CAMDEN ss:

I_____residing in _____
(name of affiant) (name of municipality)
in the County of _____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) (name of firm)
the bidder making this Proposal for the bid proposal entitled _____,
(title of bid proposal)
and that I executed the said Proposal with full authority to do so that said bidder had not, directly or indirectly entered into any agreement(s), participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding 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 truth of the statements contained in said Proposal and in this
(name of contracting unit)
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

_____
(Signature)

_____
Type or print name of affiant under signature

Subscribed and sworn to before me this_____day
of _____, 20____

_____
Notary Public Signature
Notary Public of _____

My Commission expires _____20____ .

TOWNSHIP OFGLOUCESTER
CAMDEN COUNTY, NEW JERSEY
Division of Purchasing
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Proposal Title: _____ Respondent: _____

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

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

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

AND

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

In the event that a person or entity is unable to make the above certification because it or one of its parents, subsidiaries, or affiliates has engaged in the above-referenced activities, a detailed, accurate and precise description of the activities must be provided in part 2 below to the Division of Purchasing under penalty of perjury. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and./or sanctions will be assessed as provided by law.

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN
You must provide, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the information below.

Name:_____ Relationship to Respondent:_____

Description of Activities:_____

Duration of Engagement:_____ Anticipated Cessation Date:_____

Respondent/Offeror Contact Name:_____ Contact Phone Number:_____

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the _____ of _____ 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 Township to notify the Township 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 _____ of _____, and that the Township at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):_____ Signature:_____
Title:_____ Date:_____

TOWNSHIP OF GLOUCESTER
CAMDEN COUNTY, NEW JERSEY

BUSINESS REGISTRATION OF PUBLIC CONTRACTORS
BUSINESS REGISTRATION CERTIFICATE

The New Jersey State Contractor Business Registration Program to local government contracts requires any "Business Organization" (meaning individual, partnership, association, joint stock company, trust, corporation, or other legal business entity or successor thereof) to submit a copy of their Business Registration Certificate when submitting a bid or proposal OR prior to award.

FAILURE TO DO SO IS A FATAL DEFECT THAT CANNOT BE CURED

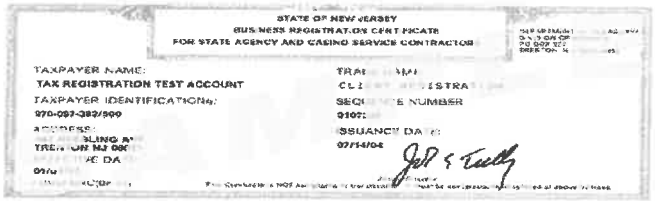
****

GOODS AND SERVICES CONTRACTS

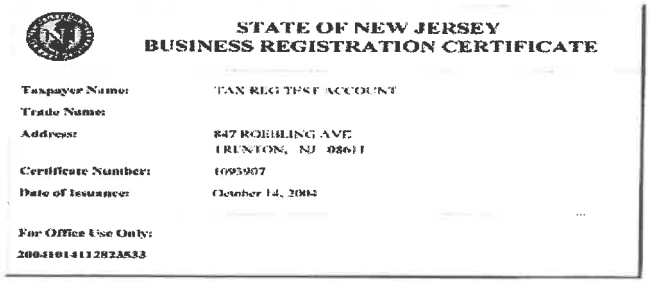
N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that knowingly provide goods or perform services for a contractor fulfilling this contract:

1. the contractor shall provide written notice to its subcontractors to submit proof of business registration to the contractor;
2. prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors or attest that none was used;
3. during the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into this State.

A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of $25 for each day of violation, not to exceed $50,000 for each business registration not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements is available by calling (609) 292-9292.


STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE
FOR STATE AGENCY AND CASINO SERVICE CONTRACTOR

TAXPAYER NAME:
TAX REGISTRATION TEST ACCOUNT
TAXPAYER IDENTIFICATION:
970-097-382/000
07/14/04


STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: TAX REG TEST ACCOUNT
Trade Name:
Address: 847 ROEBLING AVE
TRENTON, NJ 08611
Certificate Number: 1093907
Date of Issuance: October 14, 2004

For Office Use Only:
20041014112828533

SAMPLES OF BUSINESS REGISTRATION CERTIFICATE

EITHER CERTIFICATE IS ACCEPTABLE AND RESPONSIVE

DEBARRED, SUSPENDED AND DISQUALIFIED CONSULTANT AFFIDAVIT

STATE OF NEW JERSEY)
)
COUNTY OF)

I, _____of the Township of _____, in the County of_____ and the State of _____being of full age, being duly sworn according to law on my oath depose and say:

I am _____, an officer of the firm(s) of _____ , the Professional making the proposal for the above named work; I executed the said proposal with full authority to do so; said Professional at the time of making this proposal {as applicable, insert "is" or "is not"} included on the State of New Jersey, State Treasurer's List of Debarred, Suspended and Disqualified Professionals; and all statements contained in said proposal and in this affidavit are true and correct and made with the full knowledge that the Township of Gloucester_ as the Local Unit relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for said work:

I. Has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal, state or local government agency within the past 3 years;
II. Does not have a proposed debarment pending; and
III. Has not been indicted, convicted, or had a civil judgment rendered against (it) by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

The undersigned further warrants that should the name of the firm making this proposal appear on the State Treasurer's List of Debarred, Suspended and Disqualified Consultants at any time prior to, and during the life of the contract, including the Guaranteed Period, that the Local Unit shall be immediately so notified by the signatory of this Eligibility Affidavit.

(Insert Exceptions - For any exception noted, indicate to whom it applies, initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions. If no exceptions, insert "None".)

Subscribed and Sworn Before me this ___day of _____, 20_____

_____
Name and address of Consultant

_____
Notary Public
My commission expires:_____

_____
Name and Title of Affiant

Signed:_____
Signature of Officer or Individual

TOWNSHIP OF GLOUCESTER

BUSINESS ENTITY DISCLOSURE CERTIFICATION
"PAY TO PLAY"

Please review Gloucester Township Ordinances 2007-21 & 2008-9 and Executive Order 117. Documents may be downloaded from the Gloucester Township website in addition to the bid documents.

Please complete and enclose the following

"Business Entity Disclosure Certification" page.

BUSINESS ENTITY DISCLOSURE CERTIFICATION
Required Pursuant to Township of Gloucester Ordinances 2007-21 and 2008-9 and N.J.S.A. 19:44A-1, et seq.
TOWNSHIP OF GLOUCESTER

Part I-Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that pursuant to Gloucester Township Ordinance 2007-21 and Ordinance 2008-9 and Executive Order #117, the professional business entity named below is in compliance with all terms conditions, requirements and/or other obligations set forth in the attached Ordinances and Executive Order #117.

Any vendor which enters in a contract or agreement with the Township of Gloucester or any department or agency thereof shall file a disclosure statement as set forth in Ordinance 2007-21 and 2008-9 and Executive Order #117.as follows prescribed by the Township of Gloucester identifying all reportable contributions to any Gloucester Township candidate for Mayor or Township Council or officeholder or political committee required to be reported pursuant to N.J.S.A. 19:44A-1, et seq. Please continue on an additional sheet if necessary. If no reportable contributions have been made, please print "NONE" below.

TO WHOM	BY WHOM	AMOUNT	DATE

Part II-Signature and Attestation:

By signing below, I understand and certify to the above and have reviewed Ordinance 2007-21 and Ordinance 2008-9 and Executive Order #117 and am aware that if I have misrepresented in whole or in part of this certification, I and/or the business entity, will be liable for any penalty permitted under the law.

Name of Business Entity:_____

Signature of Affiant:_____ Title: _____

Printed Name of Affiant:_____ Date: _____

Subscribed and sworn before me this day of

_____, 2_____.

_____
(Witnessed or attested by)

My Commission expires: _____

(Seal)