



# LITTLE EGG HARBOR TOWNSHIP

665 RADIO ROAD, LITTLE EGG HARBOR, NJ 08087

(609) 296-7241  
Fax (609) 296-5352  
<http://www.leht.com>

October 23, 2018

## RE: Request for Proposals for Professional Services

I am herewith enclosing a copy of Chapter 40 of our Municipal Code Article I, Prohibition on Award of Contracts to Certain Contributors and Article II, Fair and Open Process which was codified by the Little Egg Harbor Township governing body on Thursday, March 15, 2007.

The township has established a procedure for competitive negotiation for all professional service contracts to be awarded by the governing body, or any applicable board. Please be advised that contracts to be awarded on the basis of qualification based competitive negotiation. Although the cost of services will be a factor in the decision making process, the qualifications of the firm will have substantial weight in the process as well. Pursuant to the provisions of the Municipal Code, this letter shall serve as a "Request for Proposals" to all interested persons. The governing body, intends to award contracts for the calendar year 2019, for the services enumerated on the attached "Schedule A" during the Little Egg Harbor Township's Reorganization Meeting scheduled for January 1, 2019. At such applicable board's reorganizational meeting held in January, 2019 contract awards will be made for the services enumerated on the attached Schedule "B" for the calendar year 2019.

**All Proposals must be submitted to the Office of the Township Clerk, 665 Radio Road, no later than, Tuesday, November 20, 2018, by 2:00 p.m. One original submission package is all that is needed.** The township reserves the right to reject any proposals not received by that date. All proposals must include the following minimum information to be considered:

- Name of the individual(s) to be assigned to perform the tasks.
- Professional experience of the individual(s) to be assigned including a listing of experience with Little Egg Harbor Township and/or experience with other municipalities.
- A statement concerning the ability of the firm/individual to perform tasks assigned by the township in a timely fashion.
- Professional licenses held by the individual(s) to be assigned.
- Educational background and experience of the individual(s) to be assigned.
- A description of the support staff available to the individual(s) to be assigned.
- A copy of a Certificate of Insurance, issued by an insurance carrier licensed in the State of New Jersey, for the firm/company showing the amount of professional liability insurance and all other coverage in place as of January 1, 2019.
- A list of professional references with addresses and telephone contact numbers.
- Detailed hourly rates for ALL staff that will be or potentially could be assigned and any other "charges" for extra services not included in hourly rates.

- A comparison of the hourly rates charged to other municipalities for similar work to be undertaken for Little Egg Harbor Township.
- Any known potential conflicts of interest that may result in the individual / firm becoming disqualified from working for Little Egg Harbor Township for any reason.
- Completion of attached Affirmative Action information (See Exhibit "A").
- A copy of your Business Registration Certificate.
- W-9 Form

Pursuant to the provisions in the Municipal Code, notice is hereby given as follows:

All submissions shall be kept on file during the term of the related contract and shall be public record after the deadline for the submission of the proposals. In the event that compliance with part or all of the requirements of the ordinance is impracticable with regard to a particular contract or agreement, the Township Committee, or land use boards, may waive part or all of the requirements by a majority vote of the full committee or board in the appointing resolution, setting forth with specificity the reasons such waiver is required. The governing body, or applicable board, will not consider proposals from individuals/firms without municipal government experience.

No minimum payment is implied or guaranteed.

Any questions concerning the information contained in the Request for Proposals must be addressed to Matthew Spadaccini, Township Administrator. Thank you for your interest.

Sincerely,



Matthew Spadaccini,  
Township Administrator

**SCHEDULE "A"**

**PROFESSIONAL SERVICE CONTRACTS**

Township Attorney  
Conflict Township Attorney (for general matters)  
Township Tax Attorney  
Conflict Township Tax Attorney  
Municipal Labor Council  
Conflict Municipal Labor Council  
Hearing Officer for Personnel Disciplinary Matters  
Conflict Hearing Officer for Personnel Disciplinary Matters  
Municipal Bond Council  
Township Engineer  
Conflict Township Engineer  
Township Engineer for Capital Projects  
Conflict Township Engineer for Capital Projects  
Township Grant Writer  
Municipal Planner  
Township Auditor  
Financial Consultant for Debt Service Matters  
Financial Consultant for Township Matters  
Appraisal Services (Including, but not limited to services of Expert Appraisers)  
Municipal Prosecutor(s)  
Conflict Municipal Prosecutor  
Municipal Public Defender(s)  
Conflict Municipal Public Defender  
Information Technology Consulting and Management Services (*Specifications set forth on Schedule A1*)  
Municipal Doctor (personnel and police labor issues)  
Animal Control Officer  
Snow Removal Services (*Specifications set forth on Schedule A2*)  
On-Call Electrical Services (*Specifications set forth on Schedule A3*)  
HVAC Systems Maintenance Services (*Specifications set forth on Schedule A4*)

**SCHEDULE "A1"**

**PROFESSIONAL SERVICE CONTRACTS  
Information Technology Consulting and Management Services**

Individuals submitting proposals for Information Technology Consulting and Management Services must demonstrate at least five (5) years of experience in the municipal environment. Have knowledge of Mobile Data Terminals (MDT), Spillmen Technology Software, microwave radios systems, Edmunds Software, Spatial Data Logic (construction / zoning software), surveillance camera systems and have efficiency in webpage management. Have the ability to service and maintain three servers and approximately 60 workstations, both on-site and remotely.

Proposals should include background, education and work experience of all employees of the responding entity and set forth a proposed hourly rate. Award of the contract is subject to the successful completion of a criminal history background check by the Little Egg Harbor Township Police Department of all officers and employees of the responding entity.

**SCHEDULE "A2"**

**PROFESSIONAL SERVICE CONTRACTS  
SNOW REMOVAL SERVICES**

The Township of Little Egg Harbor is seeking RFP'S to retain the services of a contractor for the potential need of snow plowing services for all municipal roads within the Township, with the contractor's mobile equipment. The Township currently has 80 miles of municipal roads that must be plowed. This equipment, including operators, shall be rented ONLY when there is a sufficient amount of snow to warrant the use of hired trucks and/or other equipment to supplement the current Township fleet.

1. Equipment and operators shall respond within one (1) hour of notice from the Superintendent of Public Works or his representative, any time this work shall be required, day or night.
2. Trucks and equipment shall be licensed and insured in the State of New Jersey with proof as listed in the specifications which form a part of this bid.
3. All rates bid to be per hour ONLY. No overtime or premium rates to be charged or paid.
4. All fuel, repair costs, meals, travel time and/or any other costs incurred by this contract will be at the Contractor's expense.
5. The contractor shall comply with all Federal, State, County and Municipal laws with reference to employment practices.
6. All drivers of trucks or equipment must hold valid N.J. Driver's Licenses and any appropriate professional licenses for the operation of same which must be available for examination by the Superintendent of Public Works or his designated representative upon request.
7. All bidders must properly test and train their employees required to have CDL certificates and they must keep all certificates current for the duration of the contract.
8. The bidder may reasonably anticipate that the total rental charges paid will not exceed more than \$25,000.00 maximum per contractor during the term of this contract.
9. All trucks, plows and equipment which are to be used during the contract period shall be listed as to quantity, year, make, model, GVW, class etc. and shall be available around the clock during the contract term.
10. All trucks, plows and equipment shall be in good mechanical condition. The Township of Little Egg Harbor reserves the right to make an inspection as to mechanical and safety features of any truck, plow, or equipment dispatched to the work site during the contract term. Such inspection shall in no way relieve the contractor of the responsibility of furnishing vehicles in compliance with all the requirements of this specification.

**Types of Equipment: (minimum)**

1. One (1) 933 Caterpillar Rubber Tire Loader (or equivalent).
2. One (1) 966 Caterpillar Rubber Tire Loader (or equivalent).
3. One (1) Single Axle 5 Yard Dump Body Truck (or equivalent).
4. One (1) Tandem Axle 15 Yard Dump Body Truck (or equivalent).
5. One (1) T-600 Gallon Grader (or equivalent).
6. One (1) F-350, 4 Wheel Drive (or equivalent) with plow.

Rates shall be bid for trucks with complete plow assembly supplied by the contractor.

## **SCHEDULE "A3"**

### **PROFESSIONAL SERVICE CONTRACTS ON-CALL ELECTRICAL SERVICES**

The Township of Little Egg Harbor is seeking a well-qualified, licensed firm to provide on-call electrical services for all Township-owned buildings, facilities and sites. The contractor shall provide electrical repairs, upgrades, installations and replacements for components of Township facilities and infrastructure on an as-needed basis during the contract period of calendar year 2019.

#### **Scope of Services**

The contractor shall retain professional personnel who have successfully and competently provided commercial electrical services on projects of similar scope and complexity. It shall be the contractor's responsibility to develop quotations for on-call electrical services that will meet the Township's specific needs. The Township seeks a contract that guarantees response time and rates for the Township of Little Egg Harbor.

Contractor shall specify a proposed arrive-on-site response time for non-emergency, urgent and emergency electrical needs.

The Township defines "emergency" as "high health risk or danger of injury or loss of life" and "urgent" as "risk of property damage or long-term health risk."

The contractor is not authorized to exceed \$500.00 for any individual job without an authorized and approved purchase order from the Township.

This contract is for on-call electrical services only and does not guarantee a certain amount of hours or annual sum to be paid.

Contractor shall provide a fee schedule including an hourly rate, materials markup price, and any other fees, conditions or documents associated with electrical work. This fee schedule shall include a single hourly rate per employee.

**SCHEDULE "A4"**  
**PROFESSIONAL SERVICE CONTRACTS**  
**HVAC SYSTEMS FULL MAINTENANCE SERVICES**

The Township of Little Egg Harbor is seeking a well-qualified firm to provide a comprehensive heating-ventilation-air conditioning HVAC full maintenance and repair program for its facilities. The work will include the provision of a total preventative maintenance program including, but not limited to the inspection, preventative maintenance, repair, programming and other tasks and services necessary to insure safe, well maintained HVAC systems providing quality air for Little Egg Harbor Township employees and the public.

**Scope of Services**

The Contractor shall retain professional personnel who have successfully and competently provided municipal facility HVAC full maintenance and repair services on projects of similar scope and complexity. It shall be the Contractor's responsibility to develop and implement a routine maintenance program to effectively maintain, to the satisfaction of the Township, all aspects of HVAC systems in Township defined facilities. For the purpose of this contract, routine preventative HVAC maintenance shall be defined as scheduled routine inspection and proactive servicing of HVAC systems so as to facilitate heating/cooling with a minimal downtime. The routine maintenance and all repairs shall be provided in accordance with the highest standards of the industry, skill, workmanship, applicable trade practices, meet warranties and in conformance to all applicable laws, codes and regulations. The successful proposer's maintenance program and repairs shall, at a minimum, include but not be limited to the specifications outlined herein.

Contractor shall repair or replace failed or worn moving parts (such as: bearings, motor rotors, motor starters, seals, gears, burners, actuators, controls and switches).

Prior to beginning any repair or replacement, contractor will troubleshoot the system to diagnose the system's problems. The Township shall not incur any extra charge for this service. Contractor shall itemize the equipment list covered under repair or replaceable. Non-moving parts such as refrigerant/water tubes, on manufactured or produced products, environmentally hazardous materials and/or refractory replacement are excluded.

Full maintenance services shall include full labor, parts, ductwork, pipes and insulation, preventative maintenance, and all labor for repairs. Emergency services, if applicable, are to be included in the full labor and maintenance agreement.

The contractor shall provide staff that is certified and proficient in the complete maintenance and repair of chiller systems, air handlers, pneumatic systems, and a variety of package HVAC units. Additionally, service levels shall provide the ability to respond immediately to situations involving the health and safety of employees and/or the public; comfort and operational capability of any public meeting space. Routine repairs, service requests or other non-urgent tasks shall be completed by the contractor within one (1) working day from the date of the Township's request.

Contractor's staff shall have as well as be proficient in the following trades:

- Ten (10) years commercial experience
- Package HVAC units
- All mechanical, electronic aspects of HVAC systems
- Multi zone air handling systems
- A comprehensive understanding of HVAC control systems

**(CONTINUED PROFESSIONAL SERVICE CONTRACTS /  
HVAC SYSTEMS MAINTENANCE SERVICES)**

**HEATING-VENTILATION-AIR CONDITIONING (HVAC)  
MAINTENANCE AND MONITORING**

- Contractor shall respond to indoor temperature complaints and provide expeditious correction and record complaints and corrections at all Township facilities
- Contractor shall inspect all HVAC systems at least twice each year, with seasonal start- up and run inspections performed and documented
- Contractor shall provide oversight and documentation of Seasonal Preventive Maintenance on all HVAC systems and provide that data to the Township at the first of every month
- Contractor shall inspect all support structures, and provide documentation of maintenance and repairs to the Township
- Contractor shall inspect all moving parts or components, belts, bearings, drives, and fans, investigate noises and lubricate and adjust as recommended per manufacturers specifications
- Contractor shall perform air-handling unit maintenance, which includes but is not limited to, all services recommended by manufacturer, replacing air filters at least quarterly, at Township facilities not covered under Proposer contract
- Contractor shall inspect, provide oversight and documentation that Township facilities under contract with Proposer are receiving required work
- Contractor shall perform monthly walkthroughs of HVAC systems for preventative maintenance work requests to Proposer



**SCHEDULE "B"**

**PROFESSIONAL SERVICE CONTRACTS**

**Planning Board Attorney**

**Conflict Planning Board Attorney**

**Planning Board Engineer**

**Conflict Planning Board Engineer**

**Planning Board Landscape Architect**

**Conflict Planning Board Landscape Architect**

**Zoning Board Attorney**

**Conflict Zoning Board Attorney**

**Zoning Board Engineer**

**Conflict Zoning Board Engineer**

**Zoning Board Landscape Architect**

**Conflict Zoning Board Landscape Architect**

**EXHIBIT A**

**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**

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

**N.J.A.C. 17:27**

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

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

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

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

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

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

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

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus,

colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

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

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

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at [www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance))

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

Company \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

# Request for Taxpayer Identification Number and Certification

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

<b>Print or type See Specific Instructions on page 2.</b>	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.		
	2 Business name/disregarded entity name, if different from above		
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <small>Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.</small> <input type="checkbox"/> Other (see instructions) ▶ _____		4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
	5 Address (number, street, and apt. or suite no.)		Requester's name and address (optional)
	6 City, state, and ZIP code		
	7 List account number(s) here (optional)		

<b>Part I Taxpayer Identification Number (TIN)</b>																																																			
Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3.																																																			
<b>Note.</b> If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="10" style="text-align: center;">Social security number</td> </tr> <tr> <td style="width: 25px; height: 20px;"></td> <td style="width: 25px; height: 20px;"></td> <td style="width: 25px; height: 20px;"></td> <td style="width: 25px; height: 20px;"></td> <td style="width: 25px; height: 20px;"></td> <td style="width: 25px; height: 20px;"></td> <td style="width: 25px; height: 20px;"></td> <td style="width: 25px; height: 20px;"></td> <td style="width: 25px; height: 20px;"></td> <td style="width: 25px; height: 20px;"></td> </tr> <tr> <td colspan="10" style="text-align: center;">OR</td> </tr> <tr> <td colspan="10" style="text-align: center;">Employer identification number</td> </tr> <tr> <td style="width: 25px; height: 20px;"></td> <td style="width: 25px; height: 20px;"></td> <td style="width: 25px; height: 20px;"></td> <td style="width: 25px; height: 20px;"></td> <td style="width: 25px; height: 20px;"></td> <td style="width: 25px; height: 20px;"></td> <td style="width: 25px; height: 20px;"></td> <td style="width: 25px; height: 20px;"></td> <td style="width: 25px; height: 20px;"></td> <td style="width: 25px; height: 20px;"></td> </tr> </table>	Social security number																				OR										Employer identification number																			
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<b>Part II Certification</b>			
Under penalties of perjury, I certify that:			
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and 3. I am a U.S. citizen or other U.S. person (defined below); and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.			
<b>Certification instructions.</b> You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.			
<b>Sign Here</b>	<table style="width: 100%;"> <tr> <td style="width: 70%;">Signature of U.S. person ▶</td> <td style="width: 30%;">Date ▶</td> </tr> </table>	Signature of U.S. person ▶	Date ▶
Signature of U.S. person ▶	Date ▶		

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.  
**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

### Purpose of Form

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

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

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

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

By signing the filled-out form, you:

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

## Chapter 40. Ethics

[HISTORY: Adopted by the Township Committee of the Township of Little Egg Harbor; see Ch. 1, General Provisions, Art. I. Amendments noted where applicable.]

### Article I. Prohibition on Award of Contracts to Certain Contributors

#### § 40-1. Purpose.

The purpose of this ordinance is to comply and adopt the provisions of Chapter 19, P.L. 2004, as amended P.L. 2005, c. 51, and Chapter 271, P.L. 2005 (the "Pay to Play Acts").<sup>[1]</sup>

[1] *Editor's Note: See N.J.S.A. 19:44A-20.3 et seq.*

#### § 40-2. Definitions.

As used in this chapter, unless otherwise noted, the following terms shall have the meanings indicated, as delineated within N.J.S.A. 19:44A-20.7:

##### **BUSINESS ENTITY**

Any natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of this state or of any other state or foreign jurisdiction;

##### **INTEREST**

The ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit, as appropriate;

#### § 40-3. Prohibition on awarding public contracts to certain contributors.

- A. The Township of Little Egg Harbor, and any agency or instrumentality thereof, shall not enter into a contract having an anticipated value in excess of \$17,500, as determined in advance and certified in writing by the Township, with a business entity, except a contract that is awarded pursuant to a fair and open process, if, during the preceding one-year period, that business entity has made a contribution that is reportable by the recipient under P.L. 1973, c. 83 (N.J.S.A. 19:44A-1 et seq.), to any Little Egg Harbor Township committee of a political party, if a member of that political party is serving in an elective public office of Little Egg Harbor when the contract is awarded, or to any candidate committee of any person serving in an elective public office of that municipality when the contract is awarded; and
- B. A business entity that has entered into a contract having an anticipated value in excess of \$17,500 with the Township of Little Egg Harbor, or any agency or instrumentality thereof, except a contract that is awarded pursuant to a fair and open process, shall not make such a contribution, reportable by the recipient under P.L. 1973, c. 83 (N.J.S.A. 19:44A-1 et seq.), to any Little Egg Harbor Township committee of a political party, if a member of that political party is serving in an elective public office of that municipality when the contract is awarded, or to any candidate committee of any person serving in an elective public office of that municipality when the contract is awarded during the term of that contract.

- C. No such committee as referenced in Subsection A or B above shall accept such a contribution from a business entity during the term of the business entity's contract with the Township of Little Egg Harbor, unless it was awarded under a fair and open process.

## § 40-4. Certain contributions deemed as contributions by business entity.

When a business entity is a natural person, a contribution by that person's spouse or child residing therewith shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity.

## § 40-5. Return of excess contributions.

If a business entity makes a contribution that would cause it to be ineligible to receive a public contract, or in the case of a contribution made during the term of a public contract that would constitute a violation of the Pay to Play Acts, the business entity may request, in writing, within 60 days of the date on which the contribution was made, that the recipient thereof repay the contribution and, if repayment is received within those 60 days, the business entity would again be eligible to receive a contract, or would no longer be in violation, as appropriate.

## § 40-6. Public exigency.

Nothing contained in this chapter shall be construed as prohibiting the awarding of a contract when the public exigency requires the immediate delivery of goods or performance of emergency services as determined by the State Treasurer.

## § 40-7. Violations and penalties; civil penalties.

Violations of this chapter shall result in penalties as prescribed within N.J.S.A. 19:44A-20.10 and 19:44A-20.11.

## Article II. Fair and Open Process

### § 40-8. Fair and open process utilized to award contracts with anticipated value in excess of \$17,500.

- A. The Township shall award all contracts with a business entity having an anticipated value in excess of \$17,500 on the basis of the fair and open process herein, in accordance with N.J.S.A. 19:44A-20.7. For purposes of this article, contracts awarded by public bidding pursuant to N.J.S.A. 40A:11-4, and competitive contracting pursuant to N.J.S.A. 40A:11-4.1 to 40A:11-4.5, shall be deemed to have satisfied the Township's "fair and open process." This article shall not apply to any contract for which the entity is regulated by the state so as to prohibit or restrict said entity from making political contributions.
- B. Fair and open process defined.
  - (1) Requests for proposal shall be published by the posting of a public notice at least 10 days prior to the awarding of any contract herein.
    - (a) The public notice shall be:
      - [1] Prominently posted in the public place reserved for Sunshine Law notices;
      - [2] Mailed, telephoned, telegraphed, faxed, or hand delivered to at least two newspapers designated to receive such notice because they have the greatest likelihood of informing the public within the municipality, one of which shall be the official newspaper of the municipality; and

- [3] Filed with the Township Clerk.
- (b) The public notice shall, at minimum, include:
  - [1] A description of the goods or services needed, including, where appropriate, a description of tasks involved.
  - [2] Threshold qualification requirements setting the highest possible minimum standards for qualifying to compete for the particular goods or services and tasks involved.
  - [3] Notice that the selection criteria are on file and available at a stated location in the Township.
  - [4] Deadline and place for all submissions.
- (2) The selection criteria to be used in awarding a contract or agreement for goods or services shall include:
  - (a) Name and business address of proposed contractor. For service contracts, the names and roles of the individuals who will perform the task, and a description of their experience with projects similar to the matter being advertised.
  - (b) References which include evidence of successful transactions for provision of similar goods or services.
  - (c) Description of ability to provide the goods or services in a timely fashion (for service contracts, include staffing, familiarity, and location of key staff).
  - (d) Cost details. For service contracts, include the hourly rates of each of the individuals who will perform services, time estimates for each individual, all expenses, and where appropriate, total cost of "not to exceed" amount.
  - (e) Qualifications of the individuals who will perform the tasks and the amounts of their respective participation (services only).
  - (f) Other relevant experience.
  - (g) Ability to perform the task or provide goods in a timely fashion.
  - (h) Cost consideration, including, but not limited to, as applicable, historical costs for similar goods or services, expertise involved and comparable costs for comparable public entities.
- (3) All submissions shall be kept on file during the term of the related contract, and shall be public records after the deadline for the submission of proposals.
- (4) Contracts awarded under this article shall be publicly announced and awarded.