



**Township of Little Egg Harbor
665 Radio Road
Little Egg Harbor, NJ 08087
Phone: (609) 296-7241 Fax: (609) 294-3040**

REQUEST FOR PROPOSALS

Registration of Property Pending Foreclosure

The Township of Little Egg Harbor, Ocean County, New Jersey ("Township") is requesting proposals ("RFP") to provide services to effectuate its Registration of Property Pending Foreclosure ordinance. The entity will be responsible for developing and implementing the Township's Registration of Property Pending Foreclosure Program in accordance with the Chapter 274 of the Township Code. The successful candidate must enter into a contract as prepared by the Township of Little Egg Harbor consistent with this Request for Proposals and the proposal submitted.

The Township of Little Egg Harbor is soliciting proposals through a fair and open process in accordance with N.J.S.A. 19:44A-20.5 et seq. Sealed Request for Proposal (RFP) responses will be received by the Township Clerk on January 11, 2021 at 2:00 p.m. in the Township Clerk's Office, Little Egg Harbor Township Municipal Justice Building, 665 Radio Road, Little Egg Harbor, New Jersey.

Respondents shall comply with the requirements of P.L. 1975 c. 127 (N.J.S.A. 17:27 et seq.). At the time of the response to the RFP, the Respondent must be registered under the New Jersey Business Registration Act and, if available, submit the Certification with the response to the RFP. The Township Committee of the Township of Little Egg Harbor will be the sole discretionary body for consideration or rejection of the proposals. The contract will be awarded based on price and other factors including, but not limited to, experience.

A. SCOPE OF WORK

A vendor will be awarded a contract to provide a program and services to effectuate the Registration of Property Pending Foreclosure Program in accordance with the Chapter 274 of the Township Code. The Scope of Services Shall include the following:

1. The Township contains numerous foreclosure properties. The Township seeks to obtain services for the preparation and enforcement of Chapter 274 of the Township Code and the administration of foreclosed properties, the development of a property registry and assistance with maintenance of a list and code compliance.
2. The vendor must have the ability to provide the Township with a Property Register Development List in order to assist the Township in managing or eliminating "blight" and forcing improvement or repairs to damaged or deteriorating properties.
3. The purpose of developing the Property Register List is to assist Township code enforcement officials in researching bank information and acquiring necessary contact information on abandoned properties and homes in foreclosure.
4. The development of the list would contain a database of all property listings within the Township specifically dedicated to tracking foreclosure filings and mortgage owned listing.
5. The List is intended to initially assign accountability to banks for pre-foreclosure and property maintenance and shall identify responsible parties.
6. The vendor will receive citizen complaints and initiate resolution through proper channels.
7. The list shall provide immediate contact capabilities on multiple levels and assist in expediting enforcement actions and compliance.
8. The vendor must enable Township-designated personnel access to this database (list) to verify the responsible party for issuance of violation notices for code enforcement issues.
9. Services shall include data collection and maintenance of the program, registration fee collection and accounting reports; assignment of property to foreclosing organization; proactive contact with non-compliant parties, conduct online training and provide ongoing support to Township personnel accessing the database.
10. Assist Township Code Enforcement Officials with violation enforcement specifically contacting mortgagees, servicers and property maintenance companies, preparing follow up communications; consulting with Township Staff/Professionals for legal enforcement and researching unregistered property for possible assistance.
11. Banks shall be required to register foreclosed property with the Property Register Development vendor and pay a registration fee.
12. Vendor shall provide accounting reports to the Township on a quarterly basis.
13. Vendor shall develop a program and implement the same sufficient to establish post-closing counseling and Foreclosure Intervention limited to Owner-occupied persons in default.

B. SUBMISSIONS

Vendors shall provide two (2) complete proposal packages. Each submission shall comply with the following criteria:

1. Description of its services.
2. The applicant shall submit its Professional experience including a listing of experience with other municipalities in providing this service.
3. Qualifications of individuals who will perform the tasks.
4. A list of professional references with addresses and telephone numbers.
5. Bidder shall indicate on the Proposal sheet a flat rate per bank registered foreclosed property which would be deducted from the Registration Fee. The vendor shall forward the balance to the Township on a quarterly basis.
6. Mandatory Affirmative Action Language.
7. A copy of the vendor's Business Registration Certificate
8. Ownership Disclosure.
9. Non-Conclusion Affidavit.
10. Disclosure of Investment Activities in Iran.
11. The information and documents required below shall be completed and submitted with the proposal package.
12. The vendor, by signing the proposal and submitting the proposal, certifies that he has carefully examined the entire bid package and fully understands the requirements, conditions, and terms contained therein and acknowledges that all requirements within these specifications.

C. TERM OF CONTRACT

The term of the contract shall be for one year commencing on the date as stated in the Resolution of Award.

D. INSURANCE

Certificates of Insurance shall be provided to the Township at the time the contracts are returned to the Township for execution. All coverage shall be with insurance carriers licensed and admitted to do business in New Jersey and acceptable to the municipality.

COMMERCIAL GENERAL LIABILITY INSURANCE

During the life of this contract the contracted entity shall procure and maintain Commercial General Liability Insurance with limits of liability not less than \$500,000.00.

MAJOR VEHICLE LIABILITY INSURANCE

During the life of this contract the contracted entity shall procure and maintain Motor Vehicle Liability Insurance, including applicable No-Fault coverage, with limits of liability not less than \$500,000.00 per accident combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

WORKERS COMPENSATION

During the life of this contract the contracted entity shall procure and maintain Workers Compensation insurance, including Employers' Liability Coverage in accordance with the statutes of the State of New Jersey.

PROFESSIONAL LIABILITY

During the life of this contract the contracted entity shall procure and maintain Professional Liability (E & O, Malpractice) Insurance with limits of liability not less than \$500,000.

ADDITIONAL INSURED

The following shall be Additional Insureds: The Township of Little Egg Harbor, including all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and their board members, employees, and volunteers. This coverage shall be primary to the Additional Insureds, and shall not be contributing with any other insurance or similar protection available to the Additional Insureds, whether other available insurance be primary, contributing or excess.

NOTICE OF CANCELLATION

Commercial General Liability Insurance, Motor Vehicle Liability Insurance, and Workers Compensation insurance, as described above shall include an endorsement stating the following:

"Sixty (60) days advance written notice of cancellation, non-renewal, reduction and/or material change shall be sent to: Rodney Haines, CFO, 665 Radio Road, Little Egg Harbor, NJ 08087."

E. MANDATORY AFFIRMATIVE ACTION LANGUAGE

If awarded a contract, all procurement and service contractors will be required to comply with the requirements of P.L.1975,c.127 (N.J.A.C.17:27). With its proposal the vendor should present one of the following:

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 their approved Certificate of Employee Information Report. OR

3. An Affirmative Action Employee Information Report (Form AA302). OR
4. All successful construction contractors must submit within three (3) days of the signing of the contract an Initial Project Manning Report (AA201) for any contract award that meets or exceeds the Public Agency Bidding Threshold.

NO FIRM MAY BE ISSUED A CONTRACT UNLESS IT COMPLIES WITH THE AFFIRMATIVE ACTION REGULATIONS OF P.L. 1975, C. 127.

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 State 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: _____

NOTE

NO CONTRACT CAN BE AWARDED WITHOUT THE SUBMISSION OF ONE OF THE ABOVE ITEMS FOR PROOF OF AFFIRMATIVE ACTION PLAN, COMPLETED AND SUBMITTED TO THE DEPARTMENT OF PURCHASING.

A CONTRACTOR'S BID MUST BE REJECTED AS NON-RESPONSIVE IF A CONTRACTOR FAILS TO COMPLY WITH REQUIREMENTS OF P.L. 1975, C. 127, WITHIN THE TIME FRAME.

F. BUSINESS REGISTRATION REQUIREMENTS

No contract shall be entered into by the Township unless the contracted entity provides a copy of its Business Registration (as defined in N.J.S.A. 52:32-44) in response to a request for bids or a request for proposals.

G. MISCELLANEOUS

The Township reserves the right to reject any and all proposals and waive any informality to the extent that is lawful and in the best interest of the Township. The Township will award the contract to the vendor who provides a proposal that is determined to be most advantageous to the Township, price and other factors considered. Any award shall be subject to the availability of funds for the services in the Township Budget.

Questions regarding this RFP should be submitted in writing to:
Rodney R. Haines, Chief Financial Officer, 665 Radio Road, Little Egg Harbor,
New Jersey 08087 rhaines@leht.com.

H. ATTACHED FORMS TO BE SUBMITTED WITH PROPOSAL

1. Non-collusion Affidavit
2. Affirmative Action Compliance Notice
3. Mandatory Equal Employment Opportunity Language
4. Americans with Disabilities Form
5. Ownership Disclosure
6. Disclosure of Investment Activities in Iran
7. Proposal

I. CHAPTER 274 OF THE TOWNSHIP'S CODE ATTACHED

ORDINANCE NO. 2020-15

**AN ORDINANCE OF THE TOWNSHIP OF LITTLE
EGG HARBOR, COUNTY OF OCEAN, STATE OF
NEW JERSEY, AMENDING CHAPTER 274
ENTITLED "PROPERTY PENDING FORECLOSURE
REGISTRATION OF" OF THE TOWNSHIP CODE
OF THE TOWNSHIP OF LITTLE EGG HARBOR**

BE IT ORDAINED, by the governing body of the Township of Little Egg Harbor, County of Ocean, State of New Jersey, as follows:

SECTION 1. The Township Code of the Township of Little Egg Harbor is hereby amended and supplemented so as to amend Chapter 274, entitled "Property Pending Foreclosure, Registration of," to read entirely as follows:

Chapter 274 "Property Pending Foreclosure, Registration of"

§274-1 Purpose and Intent.

It is the purpose and intent of the Committee to establish a process to address the deterioration, crime, and decline in value of Township neighborhoods caused by property with foreclosing or foreclosed mortgages located within the Township, and to identify, regulate, limit and reduce the number of these properties located within the Township. It has been determined that Owner-occupied structures are generally better maintained when compared to vacant structures, even with a diligent off-site property Owner. Structures owned by individuals who are economically strained and unable to meet their mortgage obligations are often not properly or diligently maintained, which contribute to blight, declined property values, and have a negative impact on social perception of the residential areas where they are located. It is the Committee's further intent to establish a registration program as a mechanism to help protect neighborhoods from becoming blighted through the lack of adequate maintenance of properties that are in Foreclosure or Foreclosed, and to provide a mechanism to avert foreclosure actions through timely intervention, education, or counseling of property Owners.

§274-2 Definitions

The following words, terms, and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning.

A. Default shall mean that the mortgagor has not complied with the terms of the mortgage on the property, or the promissory note, or other evidence of the debt, referred to in the mortgage.

B. Enforcement Officer shall mean any law enforcement officer, building official, zoning inspector, code enforcement officer, fire inspector, building inspector, or other person authorized by the Township to enforce the applicable code(s).

C. Evidence of Vacancy shall mean any condition that on its own, or combined with other conditions present, would lead a reasonable person to believe that the property is vacant. Such conditions may include, but are not limited to: overgrown and/or dead vegetation; past due Utility notices and/or disconnected Utilities; accumulation of trash junk or debris; abandoned vehicles, auto parts and/or materials; the absence of furnishings and/or personal items consistent with habitation or occupancy; the presence of an unsanitary, stagnant swimming pool; the accumulation of newspapers, circulars, flyers and/or mail; statements by neighbors, passers-by, delivery agents or government agents; and/or the presence of boards over doors, windows or other openings in violation of applicable code.

D. Foreclosure or Foreclosure Action shall mean the legal process by which a Mortgagee, or other lien holder, terminates or attempts to terminate a property Owner's equitable right of redemption to obtain legal and equitable title to the Real Property pledged as security for a debt or the Real Property subject to the lien. The legal process is not concluded until the property obtained by the Mortgagee, lien holder, or their designee, by certificate of title, or any other means, is sold to a non-related bona fide purchaser in an arm's length transaction to satisfy the debt or lien.

E. Mortgagee shall mean the creditor, including but not limited to, trustees; mortgage servicing companies; lenders in a mortgage agreement; any agent, servant, or employee of the creditor; any successor in interest; or any assignee of the creditor's rights, interests or obligations under the mortgage agreement; or any other person or entity with the legal right to foreclose on the Real Property, excluding governmental entities as assignee or owner.

F. Owner shall mean every person, entity, or Mortgagee, who alone or severally with others, has legal or equitable title to any Real Property as defined by this Chapter; has legal care, charge, or control of any such property; is in possession or control of any such property; and/or is vested with possession or control of any such property. The Property Manager shall not be considered the Owner.

G. Property Manager shall mean any party, located within the State of New Jersey, designated by the Owner as responsible for inspecting, maintaining and securing the property as required in this Chapter.

H. Real Property shall mean any residential or commercial land and/or buildings, leasehold improvements and anything affixed to the land, or portion thereof identified by a property parcel identification number, located in the Township limits.

I. Registrable Property shall mean any Real Property located in the Township, whether vacant or occupied, that is subject to an ongoing Foreclosure Action by the Mortgagee or Trustee, has been the subject of a Foreclosure Action by a Mortgagee or trustee and a judgement has been entered, or has been the subject of a Foreclosure sale where the title was transferred to the beneficiary of a mortgage involved in the Foreclosure and any properties transferred under a deed in lieu of foreclosure/sale. The designation of a "foreclosure" property as "registrable" shall remain in place until such time as the property is sold to a non-related bona fide purchaser in an arm's length transaction or the Foreclosure Action has been dismissed.

J. Registry shall mean a web-based electronic database of searchable real property records, used by the Township to allow Mortgagees the opportunity to register properties and pay applicable fees as required in this Chapter.

K. Semi-Annual Registration shall mean six (6) months from the date of the first action that requires registration, as determined by the Township, or its designee, and every subsequent six (6) months the property is Registrable. The date of the initial registration may be different than the date of the first action that required registration.

L. Utilities and Services shall mean any utility and/or service that is essential for a building to be habitable and/or perform a service necessary to comply with all Township codes. This includes, but is not limited to, electrical, gas, water, sewer, lawn maintenance, pool maintenance, and snow removal.

M. Vacant shall mean any parcel of land in the Township that contains any building or structure that is not lawfully occupied.

§274-3 Applicability and Jurisdiction

This Chapter applies to Foreclosing or Foreclosed property within the Township.

§274-4 Establishment of Registry

The Township, or its designee, shall establish a registry cataloging each Registrable Property within the Township, containing the information required by this Chapter.

§274-5 Inspection and Registration of Real Property Under Foreclosure

A. Any Mortgagee who holds a mortgage on Real Property located within the Township shall perform an inspection of the property upon default by the mortgagor as evidenced by the filing of a Foreclosure Action.

- B. Property inspected pursuant to subsection (a) above that remains in Foreclosure, shall be inspected every thirty (30) days by the Mortgagee or Mortgagee's designee. If an inspection shows a change in the property's occupancy status the Mortgagee shall, within ten (10) days of that inspection, update the occupancy status of the property registration.
- C. Within ten (10) days of the date any Mortgagee files a Foreclosure Action, the Mortgagee shall register the Real Property with the Township Registry, and, at the time of registration, indicate whether the property is Vacant, and if so shall designate in writing a Property Manager to inspect, maintain and secure the Real Property subject to the mortgage in Foreclosure when legally possible. A separate registration is required for each Registrable Property.
- D. Initial registration pursuant to this section shall contain at a minimum the name of the Mortgagee, the mailing address of the Mortgagee, e-mail address, telephone number and name of the Property Manager and said person's address, e-mail address, and telephone number, regardless of whether it is occupied or vacant.
- E. At the time of initial registration each registrant shall pay a non-refundable Semi-Annual Registration fee of five hundred dollars (\$500) for each Registrable Property. Subsequent non-refundable Semi-Annual Registrations of properties and fees in the amount of five hundred dollars (\$500) are due within ten (10) days of the expiration of the previous registration. Said fees shall be used to offset the costs of: (1) registration and registration enforcement, (2) code enforcement and mitigation related to Defaulted properties, (3) post-closing counseling and Foreclosure intervention limited to Owner-occupied persons in Default, which may not include cash and mortgage modification assistance, and (4) for any related purposes as may be adopted in the policy set forth in this Chapter. Said fees shall be deposited to a special account in the Township's Department dedicated to the cost of implementation and enforcement of this Ordinance, and fulfilling the purpose and intent of this Chapter. None of the funds provided for in this section shall be utilized for the legal defense of Foreclosure Actions.
- F. If the mortgage and/or servicing on a property is sold or transferred, the new Mortgagee is subject to all the terms of this Chapter. Within ten (10) days of the transfer, the new Mortgagee shall register the property or update the existing registration. The previous Mortgagee(s) will not be released from the responsibility of paying all previous unpaid fees, fines, and penalties accrued during that Mortgagee's involvement with the Registrable Property.
- G. If the Mortgagee sells or transfers the Registrable Property in a non-arm's length transaction to a related entity or person, the transferee is subject to all the terms of this Chapter. Within ten (10) days of the transfer, the transferee shall register the property or update the existing registration. Any and all previous unpaid fees, fines, and

penalties, regardless of who the Mortgagee was at the time registration was required, including but not limited to unregistered periods during the Foreclosure process, are the responsibility of the transferee and are due and payable with the updated registration. The previous Mortgagee will not be released from the responsibility of paying all previous unpaid fees, fines, and penalties accrued during that Mortgagee's involvement with the Registrable Property.

- H. If the Foreclosing or Foreclosed Property is not registered, or the registration fee is not paid within thirty (30) days of when the registration or renewal is required pursuant to this section, a late fee equivalent to ten percent (10%) of the Semi-Annual Registration fee shall be charged for every thirty-day period (30), or portion thereof, the property is not registered and shall be due and payable with the registration.
- I. This section shall also apply to properties that have been the subject of a foreclosure sale where title is transferred to the Mortgagee as well as any properties transferred to the Mortgagee under a deed in lieu of foreclosure or by any other legal means.
- J. Properties subject to this section shall remain subject to the Semi-Annual Registration requirement, and the inspection, security, and maintenance standards of this section as long as the property remains Registrable.
- K. Failure of the Mortgagee and/or property Owner of record to properly register or to modify the registration to reflect a change of circumstances as required by this ordinance is a violation of this Chapter and shall be subject to enforcement by any of the enforcement means available to the Township.
- L. If any property is in violation of this Chapter the Township may take the necessary action to ensure compliance with and/or place a lien on the property for the cost of the outstanding obligation and any additional cost incurred to the property into compliance.
- M. Registration of foreclosure property does not alleviate the Mortgagee and/or Owner from obtaining all required licenses, permits and inspections required by applicable code or State Statutes. Acquisition of required licenses, permits and inspections or registration of rental property does not alleviate the requirement for the property to be registered under this section. Mortgagee and/or Owner is expected to update the status of the property in the event of a Mortgagee managed rental.

§276-6 Maintenance Requirement

- A. Properties subject to this chapter shall be kept free of weeds, overgrown brush, dead vegetation, trash, junk, debris, building materials, any accumulation of newspaper circulars, flyers, notices, except those required by federal, state or local law, discarded

personal items including, but not limited to, furniture, clothing, large and small appliances, printed material, or any other items that give the appearance that the property is abandoned.

- B. Registrable Property shall be maintained free of graffiti or similar markings by removal or painting over with an exterior grade paint that matches the color of the exterior structure.
- C. Front, side, and rear yards, including landscaping, of Registrable Property shall be maintained in accordance with the applicable code(s) at the time registration is required.
- D. Registrable yard maintenance shall include, but not be limited to, grass, ground covers, bushes, shrubs, hedges or similar plantings, decorative rock or bark or artificial turf/sod. Acceptable maintenance of yards and/or landscape shall not include weeds, gravel, broken concrete, asphalt or similar material.
- E. Maintenance shall include, but not be limited to, watering, irrigation, cutting and mowing of required ground cover or landscape and removal of all trimmings.
- F. Pools and spas shall be maintained so the water remains free and clear of pollutants and debris and shall comply with the regulations set forth in the applicable code(s).
- G. Failure of the Mortgagee, Owner, and transferees to properly maintain the property as required by this Chapter may result in a violation of the applicable code(s) and issuance of a citation or notice of violation in accordance with the applicable code of the Township. Pursuant to a finding and determination by the Township Sheriff, Magistrate or a court of competent jurisdiction, the Township may take the necessary action to ensure compliance with this section.
- H. In addition to the above, the property is required to be maintained in accordance with the applicable code(s) of the Township.

§274-7 Security Requirements

- A. Properties subject to this Chapter shall be maintained in a secure manner so as not to be accessible to unauthorized persons.
- B. A "secure manner" shall include, but not be limited to, the closure and locking of windows, doors, gates and other openings of such size that may allow a child to access the interior of the property or structure. Broken windows, doors, gates, and other openings of such size that may allow a child to access the interior of the property or

structure must be repaired. Broken windows shall be secured by re-glazing of the window.

- C. If a property is Registrable, and the property has become vacant or blighted, a Property Manager shall be designated by the Mortgagee or Owner to perform the work necessary to bring the property into compliance with the applicable code(s), and the Property Manager must perform regular inspections to verify compliance with the requirements of this Chapter, and any other applicable laws.
- D. In addition to the above, the property is required to be secured in accordance with the applicable code(s) of the Township.
- E. When a property subject to this Chapter becomes Vacant, it shall be posted with the name and twenty-four (24) hour contact telephone number of the Property Manager. The Property Manager shall be available to be contacted by the Township Monday through Friday between 9:00 a.m. and 5:00 p.m., legal holidays excepted. The sign shall be placed in a window facing the street and shall be visible from the street. The posting shall be no less than eighteen (18) inches by twenty-four (24) inches and shall be of a font that is legible from a distance of forty-five (45) feet. The posting shall contain the following language with supporting information:

THIS PROPERTY IS MANAGED BY _____ .
AND IS INSPECTED ON A REGULAR BASIS. _____ .
THE PROPERTY MANAGER CAN BE CONTACTED _____ .
BY TELEPHONE AT _____ .
OR BY EMAIL AT _____ .

- F. The posting required in subsection (e) above shall be placed on the interior of a window facing the street to the front of the property so that it is visible from the street, or secured to the exterior of the building/structure facing the street to the front of the property so that it is visible from the street or if no such area exists, on a stake of sufficient size to support the posting in a location that is at all times visible from the street to the front of the property but not readily accessible to vandals. Exterior posting shall be constructed of and printed with weather-resistant materials.
- G. Failure of the Mortgagee and/or property Owner of record to properly inspect and secure a property subject to this Chapter, and post and maintain the signage noted in this section, is a violation and shall be subject to enforcement by any of the enforcement means available to the Township. The Township may take the necessary

action to ensure compliance with this section, and recover costs and expenses in support thereof.

§274-8 Provisions Supplemental

The provisions of this Chapter are cumulative with and in addition to other available remedies. Nothing contained in this Chapter shall prohibit the Township from collecting on fees, fines, and penalties in any lawful manner; or enforcing its codes by any other means, including, but not limited to, injunction, abatement, or as otherwise provided by law or ordinance.

§274-9 Public Nuisance

All Registrable Property is at risk of being a public nuisance and if vacant or blighted can constitute a public nuisance, the abatement of which pursuant to the police power is hereby declared to be necessary for the health, welfare, and safety of the residents of the Township.

§274-10 Additional Authority

- A. If the Enforcement Officer has reason to believe that a property subject to the provisions of this Chapter is posing a serious threat to the public health, safety, and welfare, the code Enforcement Officer may temporarily secure the property at the expense of the Mortgagee or Owner, and may bring the violations before the code enforcement, Committee or special magistrate as soon as possible to address the conditions of the property. Nothing herein shall limit the Township from abating any nuisance or unsafe condition by any other legal means available to it.
- B. The Sheriff, code enforcement, Committee or special magistrate shall have the authority to require the Mortgagee or Owner affected by this section, to implement additional maintenance and/or security measures including, but not limited to, securing any and all doors, windows or other openings, employment of an on-site security guard or other measures as may be reasonably required to help prevent further decline of the property.
- C. If there is a finding that the condition of the property is posing a serious threat to the public health, safety, and welfare, then the Sheriff, code enforcement, Committee or special magistrate may direct the Township to abate the violations and charge the Mortgagee or Owner with the cost of the abatement.
- D. If the Mortgagee or Owner does not reimburse the Township for the cost of temporarily securing the property, or of any abatement directed by the Sheriff, code enforcement officer, code enforcement, Committee or special magistrate, within thirty (30) days of the Township sending the Mortgagee or Owner the invoice then the Township may lien the property with such cost, along with an administrative fee as determined in the Township's fee ordinance to recover the administrative personnel

services. In addition to filing a lien the Township may pursue financial penalties against the Mortgagee or Owner.

- E. The Township may contract with an entity to implement this Chapter, and, if so, any reference to the Enforcement Officer herein shall include the entity the Township contract with for that purpose.

§274-11 Opposing, Obstructing Enforcement Officer; Penalty

Whoever opposes obstructs or resists any Enforcement Officer or any person authorized by the enforcement office in the discharge of duties as provided in this chapter shall be punishable as provided in the applicable code(s) or a court of competent jurisdiction.

§274-12 Immunity of Enforcement Officer

Any Enforcement Officer or any person authorized by the Township to enforce the sections here within shall be immune from prosecution, civil or criminal, for reasonable, good faith entry upon Real Property while in the discharge of duties imposed by this Chapter.

§274-13 Violations and Penalties

Any person, firm or corporation found to be in violation of any of the provisions of this chapter shall, upon conviction by a court of competent jurisdiction, be subject to a fine of \$1,500 for each day of the violation.

SECTION 2. All ordinances or parts of ordinances inconsistent herewith are hereby repealed.

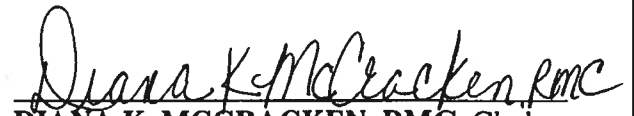
SECTION 3. If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held to be invalid or unconstitutional by a court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions hereof.

SECTION 4. This ordinance shall take effect after second reading and publication as required by law.

NOTICE

NOTICE IS HEREBY GIVEN that the foregoing ordinance was introduced and passed by the Township Committee on first reading at a meeting of the Township Committee of the Township of Little Egg Harbor held on the 8th day of **October 2020** and will be considered for second and final passage at a meeting of the Township Committee to be held on the 12th day of **November 2020**, at 7:00 p.m. at the Municipal Building located

at 665 Radio Road, Little Egg Harbor, New Jersey, at which time and place any persons desiring to be heard upon the same will be given the opportunity to be so heard.


DIANA K. MCCRACKEN, RMC, Clerk
Township of Little Egg Harbor

NON-COLLUSION AFFIDAVIT

Upon request, the bidder will be expected to amplify the foregoing statements as necessary to satisfy the Township concerning his ability to successfully perform the work in a satisfactory manner.

The undersigned bidder submitting this proposal or bid certifies and affirms that such bid is genuine and is not the result of collusion; that said bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any bidder or person, to put in a false bid, or that such other persons shall refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix overhead, profit or cost element of said bid price, or that of any other bidder, or to secure any advantage against the Township or any person interested in the proposed contract; and further, that such bidder has not, directly or indirectly, submitted this bid, or the contents thereof, or divulged information or data relative thereto to any association or to any member or agent thereof; and, that no Township official or employee is interested directly or indirectly in the bid or in any portion of the bid, nor in the contract or in any part of the contract which may be awarded the undersigned on the basis of such bid.

Signed this _____ day of _____, 20____.

(Bidder)

By _____
(Signature of Individual, Partner, or Officer Signing the Proposal)

SEAL

(Seal is required if bidder is a corporation)

AFFIRMATIVE ACTION

1. Bidders are required to comply with the requirements of N.J.S.A. 10:5-31 *et seq.* and N.J.A.C. 17:27.
2. Bidders shall execute and submit the Affirmative Action Exhibit A which follows on next page.
3. The successful bidder shall submit Affirmative Action evidence after notification of award, but prior to execution of the contract with the Township. Affirmative Action evidence shall be either a copy of letter of Federal approval, or Certificate of Employee Report, or complete Form AA-302 (Employee Information Report).

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)

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 _____

AMERICANS WITH DISABILITIES ACT OF 1990

Equal Opportunity for Individuals with Disability

The contractor and the Township of Little Egg Harbor, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (*42 U.S.C. § 12101 et seq.*), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

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

DISCLOSURE STATEMENT

(P.L. 1977, Chapter 33)

The following statement is a list of all stockholders in this corporation or partners in this partnership with ten percent (10%) or greater interest therein, as the case may be. (IF NONE, WRITE NONE.)

Bid Item: _____

Name of Corporation or Partnership: _____

Date of Bid: _____

Percentage of Interest in Corporation or Partnership:

Name

Address

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

(Signature of Affiant)

Subscribed and sworn to before me this _____
day of _____, 20__.

(Notary Public)

TOWNSHIP OF LITTLE EGG

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

NAME OF CONTRACTOR/BIDDER

PART 1:

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that the person or entity, or one of the person or entity's parents, subsidiaries, or affiliates, is not identified on a list created and maintained by the New Jersey Department of 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 neither the person or entity listed above for which I am authorized to submit a proposal

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

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

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

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

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

Name _____

Relationship to Proposer/Bidder _____

Description of Activities

Duration of Engagement _____

Anticipated Cessation Date _____

Proposer/Bidder 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 Township of Little Egg 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 Township of Little Egg 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 _____

Property Register Development Proposal

In accordance with the proposal specifications, for Property Register Development, the undersigned agrees to provide the aforementioned service for a flat rate of \$_____ per bank registered foreclosed property. The rate will remain fixed for the duration of a one (1) year contract which will commence upon Notification of Award

By signing below, the vendor certifies that he/she is authorized to act on behalf of the company responding to this bid. By signing this proposal form, the Vendor acknowledges that he/she has carefully examined the proposal specifications and documents; and further acknowledges that he/she understands and is able to render the Scope of Services as outlined in this proposal.

Company _____

Signature _____

Title _____

Date _____