

**Monroe Township Board of Education  
Request for Proposals for Consulting Services  
for Facilities Program Monroe Township  
Outsourcing Process and Monitoring Services  
October 22, 2009**

NOTICE is hereby given that the Monroe Township Board of Education is accepting sealed proposals for Consulting Services for Facilities Program Monroe Township Outsourcing Process and Monitoring Services until 10:00 a.m. on November 3, 2009. Proposals should be submitted on the required forms, in a sealed container labeled **Consulting for Facilities Program Monroe Township Outsourcing Process and Monitoring Services** and delivered to the Office of the Business Administrator as provided below:

Mr. Earl J. Vassallo, Interim Business Administrator/Board Secretary  
Monroe Township School District  
Maple Grove Administration Building  
75 E. Academy Street  
Williamstown, NJ 08094

The Board assumes no responsibility for proposals mismailed or misdirected.

Communications concerning this information request must be directed in writing no later than 10:00 a.m. on October 30, 2009 to the Interim Business Administrator/Board Secretary at [evassallo@monroetwp.k12.nj.us](mailto:evassallo@monroetwp.k12.nj.us), who is the only authorized contact person for the RFP. Any contact or lobbying regarding this RFP with any Elected, Appointed Official or employee of the School District or Township other than the Interim Business Administrator/Board Secretary can and will result in disqualification. Any oral communications will be considered unofficial and non-binding on the School District.

No proposal may be withdrawn for a period of sixty (60) days after the date set for the opening thereof. The contract will be awarded to the contractor that will best promote the public interest and is most advantageous to the District. The Monroe Township Board of Education reserves the right to waive any and all guidelines and requirements herein and to reject any and all Proposals in accordance with the Public School Contracts Law. Proposals shall be in conformance with all applicable federal, state and municipal laws including the Public School Contracts Law of the State of New Jersey N.J.S.A. 18A:18A-1 et seq. Proposers are required to comply with the requirement of P.L. 1975, C. 127 N.J.S.A. 10:5:31 et seq. and N.J.A.C.17:27-1.1 regarding Affirmative Action during the provision of the goods and services.

By Order of the Monroe Township Board of Education,  
Gloucester County, New Jersey

Mr. Earl J. Vassallo, Interim Business Administrator/Board Secretary  
856-629-6400 extension 1014

**Purpose of Request For Proposal:** The purpose of this request for proposal is for the District to retain the services of a high qualified consulting company (hereafter consultant) who has the knowledge, experience and expertise in facilities (custodial, maintenance and grounds) program outsourcing process and monitoring services to meet the district's goal of providing quality cost effective facilities services to all constituent groups while maintaining a high level of services. The information provided herein is intended to assist interested consultants in the preparation of proposals necessary to properly respond to this by providing interested consultants with sufficient basic information to submit proposals, meeting minimum requirements, specifications and scope of work.

**Procurement Method:** The District will utilize the competitive negotiation process for this RFP.

**Statement of Needs:** The consultant will furnish all necessary resources, including but not limited to management, personnel, support and materials to facilities program modeling/assessment, outsourcing process and monitoring services.

**Acceptance of Proposals and Validity Period:** The District reserves the right to accept or reject all or any part of a proposal or any and all proposals that are not in the best interest of the District, to waive any informality. The District will award the contract to the consultant whose proposal obtains the greatest points based upon the Evaluation Criteria and best meets the specifications, scope of work, qualifications and the reasonableness of the proposed fees for services. Submission of a proposal will signify the consultant's agreement that its proposal and the content thereof are valid for 60 days following the submission deadline unless otherwise agreed to in writing by both parties. Conditional or alternate proposals will not be accepted.

**Submission of Proposals:** The consultant's proposal must at a minimum provide sufficient details to meet the Specifications and Scope of Work of this RFP. Proposal modifications or corrections thereof received after the closing time specified will not be considered. The District is not liable for any errors or misinterpretations made by the consultant in responding to this RFP. The consultant shall be solely responsible for delivery of the proposals as specified in the RFP. The Board will bear no responsibility for mismailed, misdirected proposals or problems associated with third party carriers. All proposals should be submitted with one (1) complete original in a sealed container. Be sure to include all the required proposal forms (A through G). All proposals submitted in response to this RFP must be submitted at the sole expense of the consultant, whether or not any agreement is signed as a result of this RFP. The consultant will pay all costs associated with the preparation of proposals and necessary visits to the District.

The consultant is to provide pricing for all two parts, A and B. Part A is for is for Managing the IFB Process. Part B is for On-Going Contract Monitoring and Compliance. All two will be awarded to one consultant. At the conclusion of Part A, the District may or may not decide to go forward with Part B.

**Specifications:** The District is seeking to retain the services of a consultant who has the expertise to provide facilities outsourcing process and monitoring services as described in this RFP. The District will only accept proposals from companies with a proven track record in K-12 consulting. The following information is required of all consultants:

- Company profile, expertise and relevant experience.
- Name, address, contact name, and phone number of three (3) school districts for which you have performed similar consulting facilities program modeling/assessment, outsourcing process and monitoring services within the last three (3) years. One of those districts one must be a New Jersey K-12 school district.
- Must provide detailed information on the roles, responsibilities, and expertise of each staff member the consultant will utilize in providing the services.

- The consultant must not have any ties to any outsourcing company nor done any work for one. If the consultant has any ties or performed work for any outsourcing company they will be disqualified.
- A statement of consultant's approach to the services described in the Specifications and Scope of Work sections of this IFB, any unique benefits consultant offers the District, and any other information consultant desires the District to consider in connection with consultant's proposal.
- Must provide detail as to how will the consultant provide services to meet the Specifications and the Scope of Work.
- Must provide information to assist the District in assessing consultant's demonstrated competence and experience providing facilities program modeling/assessment, outsourcing process and monitoring services similar to the services requested in this RFP.
- Must provide information to assist District in assessing the contractor's knowledge and/or capabilities of facilities program outsourcing process and monitoring services from development of the IFB (hereafter Invitation for Bids) to contract finalization with a facilities services management company (hereafter FSMC) to on-going monitoring of the contract, as well as their knowledge of NJ state regulations and bidding laws as contained in N.J.S.A.18A.
- The contractor will submit with its proposal details of all fees and expenses for Part A and Part B to be charged for the Specifications and Scope of Work in this RFP. Fees must be all inclusive, no additional fees or charges will be allowed.
- This is a request for a professional services proposal. The District will select the consultant proposal that best reflects the ability to meet the services required based upon the Evaluation Criteria.

**Scope of Work** – The services and deliverables will include, at a minimum the processes and methodologies for the District’s facilities department for outsourcing process and monitoring services. This includes the following:

1. Must describe the steps and the methodologies as to how the consultant will provide facilities program modeling/assessment, outsourcing process and monitoring services from ascertaining the needs of the district, analyzing and modeling different operational structures and options, writing the IFB, analyzing bids and negotiating the contract with the winning FSMC.
2. What is the timeline of the entire process? The consultant must provide a detailed timeline of the provide facilities program outsourcing process in their proposal. The timeline must include dates and a description of what is to be done by each date.
3. For Part A: Managing the IFB Process the consultant must include the following:
  - a. Provide examples of the consultants understanding of 18A and the bidding process.
  - b. What is the consultant’s process? What does it include? Does it cover from discovery of needs to writing the IFB, to writing and finalizing the contract with the FSMC? How does the consultant go about doing this?
  - c. How will the consultant write IFB including scope of work which will be in compliance with 18A and tailored to the district needs?
  - d. What will the consultant do to assure a competitive IFB process?
  - e. How will the consultant analyze and compare all bids? What will be the output?
  - f. How will the consultant assist the District the selection process of potential facilities service management company site manager?
  - g. Demonstrate your expertise in writing and negotiating contracts with FSMC ensuring the protection of District interests.
4. For Part B: On-Going Contract Monitoring and Compliance the consultant must include the following:
  - a. Provide what are the deliverables the consultant will provide as to how the consultant will monitor a contract with a company to provide facilities services to the District?

- b. What expertise does the consultant have in working with the school districts and FSMC to ensure a smooth transition from one contractor to another?.
  - c. How will the consultant assess and monitor the District’s satisfaction of the FSMC’s services? How will the consultant monitor the FSMC to measure the FSMC’s quality and compliance with regards to the Scope of Work of the District’s contract with the FSMC? Provide your methodologies as to how you will accomplish this.
  - d. How will the consultant ensure goals are being set on a regular basis for the FSMC and the goals are being achieved? Provide your methodology as to how you will accomplish this.
  - e. How will the consultant ensure the FMC is compliance with employee background checks? Provide your methodology as to how you will accomplish this.
  - f. How will the consultant assess and monitor performance and effectiveness of contracted services to ensure the FSMC operate pursuant to the contract and specifications?
5. Additional Services: As requested, provide limited advice and guidance to the School District for its contracted food services operation.

**Criteria for Selection:** The District will make its selection of the consultant whose proposal best meets the specifications and scope of work that demonstrates competence, knowledge, qualifications, and the reasonableness of the consultant’s proposed fees for services that achieve the highest score based upon the following three criteria:

<b>Criteria for Evaluating the Proposals</b>	<b>Weighting Factor</b>	<b>Points (5 is the highest)</b>
<b>1. Price:</b> will be measured by what are the total fees and charges.	30%	1 to 5
<b>2. Consultant’s capability and record of performance:</b> will be measured by performance record, years consulting to K-12, relevant experience, ability to successfully manage the District’s IFB process for its facilities program and provide contract monitoring services.	40%	1 to 5
<b>3. Consultant ability to meet the Specification and Scope of Work to the IFB:</b> will be measured by what are and how the consultant will provide processes and methodologies for managing a school district’s facilities program outsourcing process (IFB process) and on-going contract monitoring of the facilities contract with a FSMC.	30%	1 to 5
<i>The criteria are weighed based upon its importance to the District. The points awarded range from 1 to 5, with 5 being the highest score and 1 being the lowest. After the points are awarded by the evaluator, the weighing factor will be applied and thus a total score will be arrived at. The consultant that achieves the highest score by Administration will then recommend to the Board for the award of the contract.</i>		

**Affirmative Action Certification:** No contractor may be issued a contract unless it complies with the affirmative action provisions of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1 et seq. The following information summarizes in full, required regulatory text, which is included as Bid Form K of this bid specification.

- 1. Goods and Services (including professional services) Contracts: The successful contractor will submit to the District, after notification of award, but prior to execution of a goods and services contract, one of the following three documents:
  - a) A photocopy of a valid letter that the Contractor is operating under an existing federally approved or sanctioned affirmative action program (good for 1 year from the date of the letter);
  - b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4; or

- c) A photocopy of an Employee Information Report (Form AA 302) provided by the Division and distributed to the public agency to be completed by the Contractor in accordance with N.J.A.C. 12:17-4.

**Americans with Disabilities Act of 1990:** Discrimination on the basis of disability in contracting for the purchase of goods and services is prohibited. Contractors are required to read Americans With Disabilities language that is included as Bid Form L of this specification and agree that the provisions of Title II of the Act are made a part of the contract. The Contractor is obligated to comply with the Act and to hold the District harmless.

**Stockholder Disclosure: N.J.S.A. 52-25-24.2:** provides that no corporation or partnership will be awarded any contract for the performance of any work or the furnishing of any goods and services, unless, prior to the receipt of the bid or accompanying the bid of said corporation or partnership. Contractors will submit a statement setting forth the names and addresses of all partners in the partnership who own a ten percent or greater interest therein. The included Statement of Ownership will be completed and attached to the Contractor's bid. This requirement applies to all forms of corporations and partnerships, including but not limited to, limited partnerships, limited liability corporations, limited liability partnerships and Subchapter S corporations. Failure to submit a stockholder disclosure document will result in rejection of the bid.

**Proof of Business Registration, Sales and Use Tax:** N.J.S.A. 52:32-44 requires that each contractor submit proof of business registration with the bid. Proof of registration will be a copy of the contractor's Business Registration Certificate (BRC). A BRC is obtained from the New Jersey Division of Revenue, to obtain a BRC via the internet go to [www.nj.gov/njbgs](http://www.nj.gov/njbgs) or by phone (609) 292-1730. N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that knowingly provide goods.

1. The Contractor will provide written notice to its subcontractors and suppliers 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 were used;
3. During the term of this contract, Contractor and its affiliates will collect and remit, and will 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 will 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) 292-1730.

**Non-Collusion Affidavit:** The Affidavit will be properly executed and submitted with the Contractor's bid.

**Political Contributions Disclosure Form ("Pay to Play"):** In accordance with Chapter 271, New Jersey Laws of 2005, and all vendors must submit with their bid a list of political contributions, which are reportable, made by the vendor during the preceding 12 month period. See Bid Form M with Instructions in Section IV.

# Proposal Form A Pricing

Description	Total Charges
Part A - Managing the IFB Process <span style="float: right;"><i>One Time Charge</i></span>	
Part B - On-Going Contract Monitoring and Compliance <span style="float: right;"><i>Annual Charge</i></span>	
Pricing above must be all inclusive as the District will not pay any additional charges	
We, the undersigned company, certify that we have read and fully understand the attached Request for Proposal including any addendums issued. Our company meets all of the requirements specified.	
Authorized Signature	
Typed Name and Title	Address
Company Name	Phone Number
Email Address	Date

**Proposal Form B – Stockholder Disclosure Certification**

**Name of Business:** \_\_\_\_\_

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

**OR**

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

**Check the box that represents the type of business organization:**

- Partnership       Corporation       Sole Proprietorship       Limited Partnership  
 Limited Liability Corporation       Limited Liability Partnership  
 Subchapter S Corporation

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

Stockholders:

Name: _____	Name: _____
Home Address: _____	Home Address: _____
_____	_____
Name: _____	Name: _____
Home Address: _____	Home Address: _____
_____	_____
Name: _____	Name: _____
Home Address: _____	Home Address: _____

_____
(Affiant)
_____
(Print name & title of affiant)
_____
(Corporate Seal)

**Proposal Form C - Non-Collusion Affidavit**

Company Name: \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

State of New Jersey

County of \_\_\_\_\_

I, \_\_\_\_\_ of the \_\_\_\_\_  
Name City

in the County of \_\_\_\_\_ and the State of \_\_\_\_\_ of full  
age, being duly sworn according to law on my oath depose and say that:

I am the \_\_\_\_\_ of the firm of \_\_\_\_\_  
Title Company Name

who is the consultant making the proposal for the goods, services or public work specified under the Monroe Township Public School District RFP for Consulting for Facilities Program Outsourcing Process and Monitoring Services, and that I executed the said proposal with full authority so to do; that said contactor has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above indicated RFP, and that all statements contained in said proposal and in this affidavit are true and correct, and made with the full knowledge that the Monroe Township Public School District relies upon the trust of the statements contained in this affidavit in awarding the contract for the said goods, services or public work.

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 the following company:

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Authorized Signature & Title

Sworn and subscribed to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2009

\_\_\_\_\_  
Notary Public

My commission expires \_\_\_\_\_, 200

**Proposal Form D – Certification of Affirmative Action (Informational)**  
**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 SERVICES 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 take affirmative action to ensure that such applicants are recruited and employed, 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 action 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, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act 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 employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to 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, labor unions, that it does not discriminate on the basis of age, 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 applicable 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, 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

The contractor and its subcontractors shall furnish such reports or other documents to the Div. of Contract Compliance & EEO 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 Div. of Contract Compliance & EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

**Proposal Form D**  
**AFFIRMATIVE ACTION COMPLIANCE NOTICE**  
**N.J.S.A. 10:5-31 and N.J.A.C. 17:27**

**GOODS AND SERVICES CONTRACTS**

This form is a summary of the successful bidder's requirement to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 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:

- (a) A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);  
OR
- (b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;  
OR
- (c) A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours.

The successful vendor(s) must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the vendor copy is retained by the vendor.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.1 et seq. and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et seq.

COMPANY: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**Proposal Form E– AMERICANS WITH DISABILITIES ACT OF 1990**  
**Equal Opportunity for Individuals with Disability**  
**AMERICANS WITH DISABILITIES ACT OF 1990**  
**Equal Opportunity for Individuals with Disability**

The Contractor and the Monroe Township Board of Education, (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. 5121 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 owner pursuant to this contract, the Contractor agrees that the performance will 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 will defend the owner in any action or administrative proceeding commenced pursuant to this Act. The Contractor will 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 will, 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 will satisfy and discharge the same at its own expense.

The owner will, 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 will* 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 will in no way limit the Contractor’s obligations assumed in this Agreement, nor will 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.

By signing below the contractor agrees that they will comply with the AMERICANS WITH DISABILITIES ACT OF 1990:

Witness:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Authorized Signature and Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## **Proposal Form F – New Jersey Business Registration Requirements (Informational)**

### **New Jersey Business Registration Requirements**

The consultant must provide written notice to its subcontractors of the responsibility to submit proof of business registration to the consultant. Before final payment on the contract is made by the contracting agency, the consultant shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

For the term of the contract, the consultant and each of its affiliates and a subcontractor and each of its affiliates [N.J.S.A.52:32-44 (g) (3)] shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sale and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency. A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L.2001, c.134(C.52:32-44 et al.) or subsection e. or f. of section 92 of P.L.1977, c.110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provide under a contract with a contracting agency.

**To register:** Businesses must complete **Form NJ-REG** and submit it to the Division of Revenue. The form can be filed form online or by mailing a paper form to the Division, online filing is encouraged.

- Register online at [www.nj.gov/treasury/revenue/taxreg.htm](http://www.nj.gov/treasury/revenue/taxreg.htm). Click the “online” link and then select “Register for Tax and Employer Purposes.”
- Download the paper form and instructions at [www.nj.gov/treasury/revenue/revprnt.htm](http://www.nj.gov/treasury/revenue/revprnt.htm).
- Call the Division at 609-292-1730 to have a form mailed to you.
- Write to the Division at: Client Registration Bureau, PO Box 252, Trenton, NJ 08646-0252.

**Proposal Form G**  
**C. 271 Political Contribution Disclosure Form**  
**Contractor Instructions**

Business entities (contractors) receiving contracts from a public agency are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor will disclose contributions to:

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

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

N.J.S.A. 52:34-25(b) itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

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

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

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

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

The enclosed form, a content-consistent facsimile may be used as the contractor’s submission and is disc losable to the public under the Open Public Records Act.

N.J.S.A. 19:44A-3(s): “The term “legislative leadership committee” means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures.”

