

# ***PINE HILL MUNICIPAL UTILITIES AUTHORITY***

907 Turnerville Rd  
PINE HILL, NEW JERSEY 08021



**REQUEST FOR QUALIFICATIONS**

**REQUEST #2024-02**

*Professional Conflict Counseling Services  
February 5, 2024 – February 3, 2025*

November 30, 2023

Submittal date: Wednesday, January 3, 2024  
11:00 A.M.

**Request for Qualifications  
Professional Conflict Counseling Services  
Contract Appointment February 5, 2024 to February 3, 2025**

**PINE HILL MUNICIPAL UTILITIES AUTHORITY  
NEW JERSEY**

Qualifications for annual Professional Special Conflict Counseling Services required by the Pine Hill Municipal Utilities Authority, 907 Turnerville Road, Pine Hill, New Jersey 08021, are being sought through the fair and open process in accordance with the requirements of N.J.S.A. 19: 44A-20.4. Qualifications will be received until Wednesday, January 3, 2024 at 11:00 A.M. at which time they will be publicly opened and read. **LATE SUBMITTALS WILL BE RETURNED UNOPENED.**

It is the intent of the Pine Hill Municipal Utilities Authority to award one (1) contract for Professional Conflict Counseling Services after reviewing the qualifications submitted in accordance with the evaluation criteria of this Request for Qualifications.

Qualifications shall be submitted in sealed envelopes bearing the legend:

**Professional Conflict Counseling Services  
for the Pine Hill Municipal Utilities Authority RFQ #2024-02**

One (1) paper copy and

One (1) electronic copy to be submitted to:

Pine Hill Municipal Utilities Authority  
Attn: Dominic Buirch, Executive Director  
907 Turnerville Road  
Pine Hill, New Jersey 08021

The Pine Hill Municipal Utilities Authority assumes no liability for the cost of preparation of qualifications incurred by any firm submitting a qualifications package.

**Background**

The Authority is organized under P.L. 1957 C.183 of the laws of the State of New Jersey (the Act). The Act grants power to every municipality of the State by means and through agency of a municipal utilities authority to acquire, construct, maintain, operate or improve works for the accumulation, supply or distribution of potable water and works for the collection treatment, purification or disposal of sewage or other wastes. A seven-member board governs the Authority. The Pine Hill Borough Council appoints members of the Board for five-year terms on a staggered basis. The members of the Board oversee the Authority's operations.

The Authority operates and maintains a sewage collection system within the municipal boundaries of the Borough of Pine Hill. The sewerage is then passed on to the Camden County Municipal Utilities Authority (CCMUA) system. The CCMUA in turn is responsible for the treatment of all waste materials.

The Authority bills and collects for its services from all customers and is entitled to a connection fee for new hook-ups.

**A. SCOPE OF WORK AND GENERAL DESCRIPTION OF SERVICES TO BE PERFORMED**

1. Guide the Authority in the legal execution of Authority business;
2. Draft, prepare and/or approve all legal documents, briefs, contracts, deeds, ordinances and resolutions made, executed or adopted by or on behalf of the Authority;
3. With the approval of the Commissioners, conduct appeals from orders, decisions or judgments effecting any interest of the Authority as the Attorney in his/her discretion determines to be necessary or desirable, or as directed by the Commissioners;
4. General Policy Review - Provide review and advice regarding the Authority's personnel policies and practices, especially regarding compliance with and interpretation of applicable federal, state, and local statutes, rules, regulations, and related operating parameters.
5. Third Party Representation - If applicable, provide assistance and advise regarding case presentation and representation of the Authority before third party review and appeal boards for personnel and collective bargaining cases and disputes. Specifically, prepare cases for and provide representation usually before, but not limited to Disciplinary Hearing Officers, the New Jersey Public Employees Relations Commission (PERC), the New Jersey Department of Personnel (Civil Service), Office of Administrative Law and the Equal Employment Opportunity Commission (EEOC).
6. Internal Disciplinary Hearings, if applicable; represent the Authority in internal disciplinary hearings.
7. Collective Bargaining Agreement Review - Provide review and advice regarding legal clarity, sufficiency, and compliance with federal and state statutes for collective bargaining agreements; and provide specific interpretations of agreement provisions and statutory changes, which may affect agreement provisions. When requested by the Authority, attend, and participate in collective bargaining negotiations.
8. Related Work - As requested, prepare and present staff training seminars on specific legal topics, especially in areas of statutory and regulatory personnel issues, e.g., anti-sexual harassment and discrimination policy, progressive discipline, Americans with Disabilities Act accommodations etc.
9. All other labor/personnel related work, as required. All work commissioned and performed will be on an "as needed" basis; the contract maximum will only dictate the maximum amount of payment and will not establish any guaranteed levels of work.
10. Subject to the approval of the Commissioners, have the power to enter into an agreement or compromise a settlement in litigation in which the Authority is involved;
11. Render opinions in writing upon any questions of law submitted to the General Counsel, or any Commissioners with prior board approval, the Executive Director or Executive Deputy Director, with respect to their official powers and duties and shall perform such other duties as may be necessary to provide legal counsel to the Authority;

- 12.** Supervise and direct the work with prior board approval of such additional attorneys and technical professional assistance as the Authority may authorize for special irregular employment;
- 13.** Handle and address any and all the legal issues that may arise for which an attorney's expertise is necessary;
- 14.** Is expected to appear in person at the monthly meetings of the Authority and report on activities;
- 15.** Attend Committee meetings and Bid Openings as required;
- 16.** Review policy manuals and contracts;
- 17.** Should be knowledgeable of, and apprise the Authority about, new developments and regulatory and legislative rule proposals to ensure that the evolving plans and policies of the authority continue to be consistent with the law as it too evolves;
- 18.** Shall guide, advise and work in cooperation with Executive Director, Executive Deputy Director, and the Commissioners of the Authority;
- 19.** Attend all regular and special meetings of the PHMUA. There is currently a minimum of twelve (12) meetings per year. The services outlined in paragraph 13, 14, 15, 16 in addition to four (4) hours per month of other services are considered to be provided under the monthly retainer.
- 20.** Perform any and all duties as may be required for general operation of the PHMUA. These duties include preparation of resolutions, position papers, general correspondence, review of legislation/regulations and preparation of other documents as may be required for general operation of the Board and operations.
- 21.** Be available for telephone consultations with Executive Director, Chairman of the Board and Secretary of the Board.
- 22.** The attorney shall also provide the following professional services for which they shall be compensated on prior approval by Executive Director.
  - a) Civil and criminal litigation on behalf of the Board.
  - b) Attendance at and appearance for the Board at administrative hearings.
  - c) Attendance at hearings and/or conferences with State or Federal agencies.
  - d) Preparation of bid specifications and related documents in coordination with the PHMUA Business Administrator.
  - e) Preparation of contracts.
  - f) Preparation of lease and of other documents beyond the normal scope of the general operation of the Board.

These services shall not be performed without prior authorization of the Executive Director.

23. The attorney shall be reimbursed by the Authority for out of pocket expenses such as filing fees, recording fees, publication fees, court cost and other like expenses incurred by the attorney in the course of representing the Authority. These expenses shall be subject to prior approval of the Executive Director. These expenses shall be reimbursed on a one to one basis.
24. Additional services as may be required by the Authority.

**B. QUALIFICATIONS**

Firms shall submit the Qualifications of their firm in conducting annual Professional General Counseling Services as required above. At a minimum, the Qualifications shall include:

1. Full name and business address.
2. A description of the firm including the size of the firm, the number of licensed professionals employed by the firm, and resumes of key individuals who will perform the work.
3. Professional affiliations or memberships in any professional societies or organizations with an indication as to offices held therein.
4. A listing of any special accreditations held by the firm or employees there of.
5. A listing of similar services performed by the submitting firm including a description of the services performed, and the address and telephone number of the client contact person.

**C. TECHNICAL SCOPE OF WORK**

Firms shall demonstrate their understanding of the “General Description of the Services to be Performed” in “A” above and shall demonstrate the firm’s knowledge of authority business.

**D. FEE SCHEDULE**

The General Counselor position is paid an annual retainer with additional hourly consideration for litigation and other exceptions. A proposed annual retainer and hourly rate shall be provided with any proposal. The Fee Proposal in Exhibit A must be completed and submitted with the Qualifications.

**E. INSURANCE REQUIREMENTS**

Certificate(s) of Insurance shall be submitted with the qualifications, showing proof of coverage of firm as follows:

1. Workers’ compensation and employee’s liability insurance.
2. A Professional errors and omissions policy in an amount not less than \$1,000,000.

**Applicable insurance certificates must name the Pine Hill Municipal Utilities Authority as additionally insured and certificate holder, prior to commencement of work. Insurance shall include professional liability.**

**F. STATUTORY REQUIREMENTS**

**1. Affirmative Action**

If awarded a contract, your company/firm will be required to comply with the requirements of N.J.S.A. 10:5-31 et seq. (P.L. 1975,C. 127) and N.J.A.C. 17:27. Following is the required regulatory text:

**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, 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 afford equal employment opportunities to minority and women workers consistent with good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2, or Good faith efforts to meet targeted 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 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, 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 Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

I have read the above and agree to comply with its content.

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Signature

Date

---

Type or Print Name

## 2. **Americans with Disabilities Act of 1990**

Discrimination on the basis of disability in contracting for the purchase of goods and services is prohibited. Bidders are required to read Americans With Disabilities language that is included below and agree that the provisions of Title II of the Act are made a part of the contract. The successful Proposer will be obligated to comply with the Act and to hold the owner harmless.

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

The contractor and the Cumberland County Utilities Authority, (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. S121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the 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.

**2. Disclosure of Contributions to New Jersey Election Law Enforcement Commission**

Bidders are advised that of the responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.13 (P.L. 2005, c.271, s.3) if the bidder receives contracts in excess of \$50,000 from public entities in a calendar year. It is the Bidder's responsibility to determine if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at [www.elec.state.nj.us](http://www.elec.state.nj.us).



### **3. Business Registration Certificates**

All Firms submitting proposals must include with their proposal, a Business Registration Certificate as required by N.J.S.A. 52:32-44. **Business Registration Certificates must also be included with the proposal for any sub-consultants, testing labs, or others named in the proposal as a participant in performing the work.**

### **G. EVALUATION OF QUALIFICATIONS**

Preference for the position of General Counsel shall be given to attorneys with experience representing Authorities.

In determining the General Counsel suited to perform the necessary services for the Authority, the relevant experience, reputation, size and availability of qualified staff, and cost will be considered.

To give authorities and other governmental units latitude beyond having to hire the lowest bidders, with respect to professional services, governmental units are permitted to weigh competence of the general counsel more heavily than the price to be paid.

Qualifications will be evaluated by the Pine Hill Municipal Utilities Authority on the basis of the most advantageous to the Authority. The evaluation will consider but not be limited to:

1. Experience and reputation in the field;
2. Knowledge of the Pine Hill Municipal Utilities Authority and the subject matter to be addressed under the contract;
3. Knowledge of the State of New Jersey, Department of Community Affairs, Division of Local Government Services, Department of Environmental Protection;
4. Availability to attend and/or represent the Authority as requested;
5. Other factors as may be demonstrated to be in the best interest of the Authority.

### **Scope of Services**

The Scope of Services required under this Request for Qualifications includes the serving as the Authority's Conflict Engineer providing professional engineering services relating thereto from February 5, 2024 through to February 3, 2025.

**Request for Qualifications for Professional General Counseling Services**

**EXHIBIT A**

**FEE PROPOSAL**

**(Complete and submit with proposal)**

Firm Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

ANNUAL RETAINER: \$\_\_\_\_\_

Attach Per Diem Rate Schedule for expenses beyond Contract limits.

**STATEMENT OF OWNERSHIP**  
**(OWNERSHIP DISCLOSURE CERTIFICATION)**

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

**This Statement Shall Be Included with  
All Bid and Proposal Submissions**

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

**Address of Business:** \_\_\_\_\_

**Name of person completing this form:** \_\_\_\_\_

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

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

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

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

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

This Ownership Disclosure Certification form shall be completed, signed and notarized.

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

**Part I**

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

- Sole Proprietorship (skip Parts II and III, sign and notarize at the end)
- Non-Profit Corporation (skip Parts II and III, sign and notarize at the end)
- Partnership  Limited Partnership  Limited Liability Partnership
- Limited Liability Company
- For-profit Corporation (including Subchapters C and S or Professional Corporation)
- Other (be specific): \_\_\_\_\_

**Part II**

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

**OR**

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

**Sign and notarize the form below, and, if necessary, complete the list below. (Please attach additional sheets if more space is needed):**

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

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

Address: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

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

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

Address: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

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

**OR**

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

\_\_\_\_\_  
\_\_\_\_\_

**AND**

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

\_\_\_\_\_  
\_\_\_\_\_

Subscribed and sworn before me this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

(Notary Public)

My Commission expires:

\_\_\_\_\_  
(Affiant)

\_\_\_\_\_  
(Print name of affiant and title if applicable)

(Corporate Seal if a Corporation)

**CONTINUED ON NEXT PAGE**

Name of Business Owning 10% or more of Bidder

\_\_\_\_\_

B.	Type of Business	Yes	No
1.	Individual	_____	_____
2.	Partnership	_____	_____
3.	Corporation	_____	_____
4.	Other (Specify)	_____	_____

C.	NAME OF BUSINESS OWNERS	ADDRESS	% STOCK OWNED
	_____	_____	_____
	_____	_____	_____
	_____	_____	_____
	_____	_____	_____
	_____	_____	_____

The bidder shall complete additional disclosure sheets as necessary to provide disclosures at all levels

Person Completing Form \_\_\_\_\_

Official Position \_\_\_\_\_

Date \_\_\_\_\_

Signature \_\_\_\_\_

***NOTE: NO BID WILL BE AWARDED UNLESS THE ABOVE STATUTE IS COMPLIED WITH.***

**PINE HILL MUNICIPAL UTILITIES AUTHORITY**  
**NEW JERSEY**  
**NON-COLLUSION AFFIDAVIT**

STATE OF NEW JERSEY

SS:

COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_ of the City of \_\_\_\_\_  
(Partnership, Corporation, Individual)

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 \_\_\_\_\_ of the firm of \_\_\_\_\_

\_\_\_\_\_, the bidder making the Proposal for the above named Project, and that I executed the said Proposal with full authority so to do; that said bidder 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 named project; and that all statements contained in connection with the above named project; and that all statements contained in said Proposal and in this Affidavit are true and correct, and made with full knowledge that the State of New Jersey relies upon the truth of the statements contained in said Proposal and in the Statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by

\_\_\_\_\_  
(Name of Contractor) (N.J.S.A. 52:34-15)

Subscribed and Sworn to \_\_\_\_\_

before me this \_\_\_\_\_ day of

\_\_\_\_\_, 20 \_\_\_\_\_

\_\_\_\_\_  
(also type or print name of affiant under signature)

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

My Commission expires \_\_\_\_\_ 20 \_\_\_\_\_



# **EXHIBIT**

## **Public Contracting (“Pay-to-Play”) Reform [Adopted November 5, 2012 as Ord. No. 2012-895]**

### **Prohibition on Awarding Public Contracts to Certain Contributors**

- A. Any other provision of law to the contrary notwithstanding, Pine Hill Borough or Any of its purchasing agents or agencies or those of its independent authorities, the Planning Board and Zoning Board, as the case may be, shall not enter into an agreement or otherwise contract to procure professional, banking, insurance coverage services or any other consulting services, including those awarded pursuant to a “fair and open” process, from any professional business entity, if that entity has solicited or made any contribution of money, or pledge of a contribution, including in-kind contributions, to any Pine Hill candidate or party committee, or to any political action committee (PAC) that regularly engages in, or whose primary purpose is the support of Pine Hill elections and/or Pine Hill municipal parties in excess of the thresholds specified in Subsection D within one (1) calendar year immediately preceding the date of the contract or agreement.**
- B. No professional business entity which enters into negotiations for, or agrees to, any contract or agreement with the municipality or any department or agency thereof or of its independent authorities for the rendering of professional, banking or insurance coverage services or any other consulting services, including those awarded pursuant to a “fair and open” process, shall solicit or make any contribution of money, or pledge of a contribution, including in-kind contributions, to any Pine Hill municipal candidate or holder of the public office having ultimate responsibility for the award of the contract, or campaign committee supporting such candidate or office holder, or to any Pine Hill or Camden County party committee, or to any political action committee (PAC) that regularly engages in, or who primary purpose is the support of Pine Hill Borough elections and/or Pine Hill municipal parties between the time of first communications between that business entity and the Borough regarding a specific professional services agreement and the termination of negotiations or the completion of the contract or agreement, whichever is later.**
- C. For purposes of this Article, a “professional business entity” seeking a public contract means an individual, including the individual’s spouse, if any, and any child living at home; person; firm; corporation; professional corporation; partnership; organization; or association. The definition of a business entity includes all principals who own ten (10%) percent or more of the equity in the corporation or business trust, partners, and officers in the aggregate employed by the entity as well as any subsidiaries directly controlled by the business entity.**

**Any individual meeting the definition of “professional business entity” under this section may annually contribute a maximum of three hundred dollars (\$300.00) each for any purpose to any candidate for mayor or governing body, or to any elected office holder, or three hundred dollars**

**(\$300.00) to a Pine Hill political party or to a PAC reference in this Article, without violating Subsection A of this section. However, any group of individuals meeting the definition of**

**D. “professional business entity” under this section, including such principals, partners and officers of the entity in the aggregate, may not annually contribute for any purpose in excess of two thousand five hundred dollars (\$2,500.00) to all Pine Hill candidates and elected officeholders with ultimate responsibility for the award of the contract, and all Pine Hill Political parties and PACs referenced in the ordinance combined, without violating Subsection A of this section.**

**E. For purposes of this section, the office that is considered to have ultimate responsibility for the award of the contract shall be:**

- 1. Pine Hill Borough Council**
- 2. Pine Hill Municipal Utilities Authority**
- 3. Pine Hill Fire District**
- 4. Pine Hill Planning Board**
- 5. Pine Hill Zoning Board**

**The undersigned attests under penalty of perjury that they have not made a contribution in violation of Ordinance 2012-895 of the Borough of Pine Hill.**

**Subscribed and sworn before me**

**This \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.**

**Signature \_\_\_\_\_**

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**Notary Public**

**Print Name and Title**

## Disclosure of Investment Activities in Iran

<b>Person or Entity:</b>	
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### Part 1: Certification

BIDDERS ARE TO COMPLETE PART 1 BY CHECKING **EITHER BOX.**

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 neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the N.J. Division of Purchase and Property website at [www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf](http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf). Bidders must review this list prior to completing the below certification. Failure to complete the certification may render a bidder's proposal non-responsive. If a person or entity is found to be in potential violation of law, the matter shall be referred to the State Attorney General who 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 party.

#### CHECK THE APPROPRIATE BOX:

<input type="checkbox"/>	I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is <u>listed</u> on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification below.
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**OR**

<input type="checkbox"/>	I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as nonresponsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.
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### Part 2 – Additional Information

PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN. You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran on additional sheets provided by you.

### Part 3: Certification

I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments there 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 Contracting Unit 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 Contracting Unit to notify the Contracting Unit 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 Contracting Unit and that the Contracting Unit at its option may declare any contract(s) resulting from this certification void and unenforceable.

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

## **Insurance**

Applicable insurance certificates must be furnished by the successful contractor naming the Pine Hill Borough Municipal Utilities Authority as additionally insured and certificate holder, prior to commencement of work. Insurance shall include professional liability.

## **Purchase Order Requirements**

No work shall be performed, services rendered or material provided by the successful bidder unless a proper purchase order has been issued by the Pine Hill Borough Municipal Utilities Authority in accordance with the Authority's "Purchase Procedure".

Requests for payment of material or services delivered shall be made with copies of supplier's invoices attached which shall specify the quantity, description, unit and extended prices of each item delivered. Payments shall not be provided on a frequency less than a monthly basis after services are rendered and invoices are timely submitted for review and processing.

## **Form of Contract**

The successful contractor shall provide to the Pine Hill Borough Municipal Utilities Authority contract documents in a form acceptable to the Authority. Contract documents shall include the following language and submissions:

### **Required Documentation:**

- \* Rate schedule in accordance with proposal and award;
- \* Proof of professional liability and error/omissions insurance coverage naming the Pine Hill Borough Municipal Utilities Authority as an additional insured;
- \* Proof that you are authorized or licensed to practice the particular profession to which you were appointed; and
- \* **ONE** of the following three documents prior to execution of your contract:
  1. Letter of Federal Affirmative Action Plan Approval
  2. Certificate of Employee Information Report
  3. Employee Information Report Form AA302