

**REQUEST FOR QUALIFICATIONS  
ALTERNATE MUNICIPAL PROSECUTOR  
CITY OF ORANGE TOWNSHIP**



**SUBMISSION DEADLINE**

**11:00 A.M.**

**October 28, 2022**

**ADDRESS ALL QUALIFICATIONS STATEMENTS TO:**

**Gracia Robert Montilus  
City Attorney  
The City of Orange Township  
29 North Day Street  
Orange, New Jersey 07050  
(973) 952-6095**

## **GENERAL INFORMATION & SUMMARY**

### **ORGANIZATION REQUESTING PROPOSAL**

The City of Orange Township  
29 North Day Street  
Orange, New Jersey 07050

CONTACT PERSON  
Gracia Robert Montilus  
City Attorney  
29 North Day Street  
Orange, New Jersey 07050

### **INTRODUCTION**

Pursuant to the Fair and Open Process described under N.J.S.A. 19:44A-1, et seq., the City of Orange Township seeks Qualifications (“RFQ”) from law firms/individuals licensed to practice law in the State of New Jersey that wish to serve as Alternate Municipal Prosecutor to the City of Orange Township for a contract period beginning on January 1, 2023 and ending on December 31, 2023.

All candidates are required to comply with N.J.S.A. 10:5-31 et seq and N.J.A.C. 17:27 et seq. as amended. (Affirmative Action). Each candidate shall submit proof of business registration with the New Jersey Division of Taxation (P.L. 2004, C.57) prior to award of contract but preferably with their proposal.

### **PROSECUTOR**

The successful applicant must have significant experience in the prosecution of cases in municipal courts in New Jersey. The successful applicant will perform the following duties relating to, but not necessarily limited to:

1. All necessary and desirable legal counsel and action for the preparation and prosecution of cases as needed as the alternate municipal court prosecutor;
2. Conducting the prosecution of such cases except such crimes and offenses as it may be the duty of the County or State officials to prosecute;
3. Attend, schedule, and conduct such meetings with the Orange Police Department and its police officers as are necessary to the successful prosecution of cases;
4. Any other matters as directed by the Municipal Court.

### **PROFESSIONAL INFORMATION AND QUALIFICATIONS**

Each interested applicant shall submit the following information:

1. Name of Firm;
2. Address of principal place of business and all attorneys or firm's offices and corresponding telephone and fax numbers. Please note specifically which attorneys will be assigned to serve in the position of Alternate Municipal Court Prosecutor;
3. Areas of Practice;
4. Description of attorneys' education, experience, qualifications, number of years with the firm and a description of their experience with positions similar to those described above;
5. The number of years your organization has been in business under the present name and the number of years the business organization has been under the current management;
6. At least four (4) references, three (3) of which must have knowledge of your municipal court and criminal law practice;
7. The firm's ability to provide the services in a timely fashion (including staffing, familiarity and location of key staff);
8. A copy or description of the professional liability insurance policy maintained by the attorney or law firm for the proposed calendar year;
9. A list and description of all professional liability claims, if any, brought against the applicant during the past five (5) years; and
8. **Cost details, including the hourly rates of each of the individuals who will perform the services and the time estimates for each individual, and all expenses. The City of Orange Township will pay the prosecutor-alternate \$250.00 per municipal court;**
9. Business Registration Certificate (prior to contract award but preferably with the proposal);
10. Statement, executed by a corporate officer, member, partner or sole proprietor certifying that there are no prior or pending ethics complaints against them or their company; and
11. State whether your company/firm is presently involved in a lawsuit and whether it has been sued in the last five (5) years. If so, provide a description of each matter.

## **Selection Criteria**

The City of Orange Township reserves the right to award a contract or contracts to the vendor(s) as determined to be in the best interests of the City based upon the selection criteria.

The selection criteria used in awarding a contract or agreement for professional services as described herein shall include:

1. Qualifications of the individuals who will perform the tasks and the amounts of their respective participation;
2. Ability to perform the task in a timely fashion, including staffing and familiarity with the subject matter; and
3. Ability to be available with the appropriate personnel at all times necessary to accomplish the representation;
4. The cost and expense that will be necessary to familiarize the attorney with the legal issues arising in the prosecution of municipal offenses; and
5. Cost competitiveness in light of all of the above factors.

**Please submit one (1) original and two (2) copies of the RFQ.**

**END OF GENERAL INSTRUCTIONS**

**REQUIRED ADMINISTRATIVE FORMS**

**Please place the checklist and the required forms which follow at the front of your packet to facilitate the review of your submission.**

**CITY OF ORANGE TOWNSHIP**

**PROJECT:            ALTERNATE MUNICIPAL PROSECUTOR**

**RESPONENT:        \_\_\_\_\_**

**RESPONDENT’S CHECKLIST**

Item	Respondent Initials	AA/EEO Review
A. Non-Collusion Affidavit properly notarized		
B. Public Disclosure Statement		
C. Mandatory Affirmative Action Language		
D. Affirmative Action Compliance Notice		
E. Employee Information Report		
F. Americans with Disabilities Act		
G. MWBE Questionnaire (2 Copies)		
H. Business Registration Certificate		
I. Letter of Qualification		
J. Letter of Intent		
K. Hold Harmless Agreement		
L. Price Proposal		
M. Certification of Compliance (Ord. §4-70 et seq).		
N. Original signature(s) on all required forms.		

**Non-Collusion Affidavit**

STATE OF NEW JERSEY  
COUNTY OF \_\_\_\_\_ ss:

I certify 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 said proposal and in this affidavit are true and correct, and made with full knowledge that the City of Orange Township 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 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 (N.J.S.A. 52:34-25)

(Signature of respondent)\_\_\_\_\_

SUBSCRIBED AND SWORN TO  
BEFORE ME THIS DAY \_\_\_\_ OF \_\_\_\_\_ 20\_\_\_\_

\_\_\_\_\_  
(TYPE OR PRINT NAME OF  
AFFIANT UNDER SIGNATURE)

NOTARY PUBLIC OF  
MY COMMISSION EXPIRES: 20\_\_\_\_.

**(NOTE: THIS FORM MUST BE COMPLETED, NOTARIZED AND RETURNED WITH THIS PROPOSAL).**

Public Disclosure Information

Chapter 33 of the Public Laws of 1977 provides that no Corporation or Partnership shall be awarded any State, City, Municipal or Schools District contracts for the performance of any work or the furnishing of any materials or supplies, unless prior to the receipt of the bid or accompanying the bid of said corporation or partnership there is submitted a public disclosure information statement. The statement shall set forth the names and addresses of all stockholders in the corporation or partnership who own ten percent (10%) or more of its stock of any class, or of all individual partners in the partnership who own a ten percent (10%) or greater interest therein.

**PLEASE UTILIZE SEPARATE SHEET WITH HEADINGS IF NECESSARY**

**STOCKHOLDERS:**

Name	Address	% Owned

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

TITLE: \_\_\_\_\_

SUBSCRIBED  
AND SWORN TO  
BEFORE ME THIS DAY \_\_\_\_ OF \_\_\_\_\_, 20\_\_\_\_  
(TYPE OR PRINT NAME OF  
AFFIANT UNDER SIGNATURE)

NOTARY PUBLIC OF  
MY COMMISSION EXPIRES: 20\_\_\_\_\_.

**(NOTE: THIS FORM MUST BE COMPLETED, NOTARIZED AND RETURNED WITH THIS PROPOSAL).**

Mandatory Affirmative Action Language

**EQUAL EMPLOYMENT OPPORTUNITY (EEO)/  
AFFIRMATIVE ACTION (AA) REQUIREMENTS**

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

**Questions in reference to EEO/AA requirements for  
Goods, Professional Service and General Service  
Contracts should be directed to:**

**Christopher Hartwyk EEO/AA  
Officer, P.A.C.O.  
Department of Administration  
Office of EEO/AA  
29 N. Day Street  
Orange, NJ 07050  
Tel. (973-952-6100  
Fax #973-672-2383  
E-Mail Address: [chartwyk@orangenj.gov](mailto:chartwyk@orangenj.gov)**



**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 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 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.

**EXHIBIT A (Continuation)**

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

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

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

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

- Letter of Federal Affirmative Action Plan Approval;
- Certificate of Employee Information Report; or
- Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at: [www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance).)

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

The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

**EXHIBIT A**  
**N.J.S.A. 10:5-31 and N.J.A.C. 17:27**  
**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
**Goods, Professional Services and General Service Contracts**  
**(Mandatory Affirmative Action Language)**

**The undersigned vendor further agrees to furnish the required forms of evidence and understands that their contract/company's bid shall be rejected as non-responsible if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.**

**Representative's Name/Title (Print):** \_\_\_\_\_

**Representative's Signature:** \_\_\_\_\_

**Name of Company:** \_\_\_\_\_

**Tel. No.:** \_\_\_\_\_

**Date:** \_\_\_\_\_

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

The contractor and the \_\_\_\_\_ of \_\_\_\_\_, (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 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.

**Representative's Name/Title (Print):** \_\_\_\_\_

**Representative's Signature:** \_\_\_\_\_

**Name of Company:** \_\_\_\_\_

**Tel. No.:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Minority/Woman Business Enterprise (MWBE)  
Questionnaire for Bidders**

City of Orange Township, establishes a goal of awarding a certain percentage of the amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

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

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

Telephone No.: \_\_\_\_\_

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

Please check applicable category:

\_\_\_\_\_ Minority Owned Business (MBE)

\_\_\_\_\_ Minority & Woman Owned  
Business (MWBE)

\_\_\_\_\_ Woman Owned business (WE)

\_\_\_\_\_ Neither

**Definitions**

**Minority Business Enterprise**

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaska native, defined as follows:

**African American:** A person having origins in any of the black racial groups of Africa

**Hispanic:** A person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

**Asian:** A person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

**American Indian or Alaska Native:** a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

**Woman Business Enterprise:** Woman Business Enterprise means a business which is a sole proprietorship or corporation at least 51% of which is owned and controlled by a woman or women.

**Minority/Woman Business Enterprise (MWBE)  
Questionnaire for Bidders**

City of Orange Township Ordinance §4-70, et seq. establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

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

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

Telephone No.: \_\_\_\_\_

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

Please check applicable category:

\_\_\_\_\_ Minority Owned Business (MBE)

\_\_\_\_\_ Minority & Woman Owned  
Business (MWBE)

\_\_\_\_\_ Woman Owned business (WE)

\_\_\_\_\_ Neither

**Definitions**

**Minority Business Enterprise**

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaska native, defined as follows:

**African American:** A person having origins in any of the black racial groups of Africa

**Hispanic:** A person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

**Asian:** A person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

**American Indian or Alaska Native:** a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

**Woman Business Enterprise:** Woman Business Enterprise means a business which is a sole proprietorship or corporation at least 51% of which is owned and controlled by a woman or women.

**LETTER OF QUALIFICATION**

Date

Attn: Gracia Robert Montilus  
City Attorney  
City of Orange Township  
29 N. Day Street  
Orange, NJ 07050

***RE: Request for Qualifications Alternate  
Municipal Prosecutor***

Dear Mr. Montilus:

The undersigned has reviewed our Qualification Statement submitted in response to the Request for Proposals (RFP) issued by the City of Orange (“City”), dated **September 22, 2022**, in connection with the City’s need for an **Alternate Municipal Prosecutor**.

We affirm that the contents of our Qualification Statement (which Qualification Statement is incorporated herein by reference) are accurate, factual and complete to the best of our knowledge and belief and that the Qualification Statement is submitted in good faith upon express understanding that any false statement may result in the disqualification of (Name of Respondent).

(Respondent shall sign and complete the spaces provided below. If a joint venture, appropriate officers of each company shall sign.)

Signature of Chief  
Executive Officer

Signature of Chief  
Financial Officer

Typed Name and Title

Typed name and Title

(Type Name of Firm) \*

(Type Name of Firm)\*

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

\* If a joint venture, partnership or other formal organization is submitting a RFP, each participant shall execute this Letter of Qualification.

## LETTER OF INTENT

Date

Attn: Gracia Robert Montilus  
City Attorney  
City of Orange Township  
29 N. Day Street  
Orange, NJ 07050

***RE: Request for Qualifications  
Alternate Municipal Prosecutor***

Dear Mr. Montilus:

The undersigned has reviewed our Qualification Statement submitted in response to the Request for Proposals (RFP) issued by the City of Orange (“City”), dated **September 22, 2022**, in connection with the City’s need for an **Alternate Municipal Prosecutor**.

(Name of Respondent) HEREBY STATES:

1. The Qualification Statement contains accurate, factual and complete information.
2. (Name of Respondent) agrees to participate in good faith in the procurement process as described in the RFQ and to adhere to the City’s procurement schedule.
3. (Name of Respondent) acknowledges that all costs incurred by it in connection with the preparation and submission of the Qualification Statement and any proposal prepared and submitted in response to the RFQ, or any negotiation which results therefrom shall be borne exclusively by the Respondent.
4. (Name of Respondent) hereby declares that the only persons participating in this Qualification Statement as Principals are named herein and that no person other than those herein mentioned has any participation in the Qualification Statement or in any contract to be entered into with respect thereto. Additional persons may subsequently be included as participating Principals, but only if acceptable to the City.
5. (Name of Respondent) declares that this Qualification Statement is made without connection with any other person, firm or parties who has submitted a Qualification Statement, except as expressly set forth below and that it has been prepared and has been submitted in good faith and without collusion or fraud.
6. (Name of Respondent) acknowledges and agrees that the City may modify, amend, suspend and/or terminate the procurement process (in its sole judgment). In any case, the City shall

not have any liability to the Respondent for any costs incurred by the Respondent with respect to the procurement activities described in this RFQ.

7. (Name of Respondent) acknowledges that any contract executed with respect to the provision of [insert services] must comply with all applicable affirmative action and similar laws. Respondent hereby agrees to take such actions as are required in order to comply with such applicable laws. (Respondent shall sign and complete the space provided below. If a joint venture, appropriate officers of each company shall sign.)

(Signature of Chief Executive Officer)

(Typed Name and Title)

(Type Name of Firm)

Dated:\_\_\_\_\_

\*If a joint venture, partnership or other formal organization is submitting a RFQ, each participant shall execute this Letter of Intent.



**HOLD HARMLESS AGREEMENT**

The Contractor, shall defend, indemnify and hold harmless the City of Orange Township, its agents, servants and administrators from and against any and all claims or actions at law, whether for personal injury, property damage or liability, including any cost of defense incurred by the City of Orange Township and any payments, recoveries and judgments against the City of Orange Township, which arise from actions or omissions of the Contractor, his agents or employees in the execution of the work and/or duties to be perform under the contract.

Costs shall be deemed to include, but not limited to attorney's fees, filing expenses, expert witness fees, reproductions costs, and long distance travel in connection with defense and shall bear the prevailing interest rate, where applicable.

The Contractor shall be responsible for all damage to persons or property caused or alleged to have been caused by or incident to the execution of this work, and shall defend claims or suits arising from or incident to the work under the aforementioned contract without expense to the City of Orange Township, its agent's servants and/or administrators.

By: \_\_\_\_\_

Date: \_\_\_\_\_

Name:

Title:

On behalf of:

\_\_\_\_\_  
Name of Organization

**BUSINESS ENTITY DISCLOSURE CERTIFICATION**  
FOR NON-FAIR AND OPEN CONTRACTS  
Required Pursuant To N.J.S.A. 19:44A-20.8  
**CITY OF ORANGE TOWNSHIP, NEW JERSEY**

The following is statutory text related to the terms and citations used in the Business Entity Disclosure Certification form.

**“Local Unit Pay-To-Play Law” (P.L. 2004, c.19, as amended by P.L. 2005, c.51)**

**19:44A-20.6 Certain contributions deemed as contributions by business entity.**

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

**19:44A-20.7 Definitions relative to certain campaign contributions.**

6. As used in sections 2 through 12 of this act:

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

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

**Temporary and Executing**

12. Nothing contained in this act shall be construed as affecting the eligibility of any business entity to perform a public contract because that entity made a contribution to any committee during the one-year period immediately preceding the effective date of this act.

~~~~~  
**The New Jersey Campaign Contributions and Expenditures Reporting Act (N.J.S.A. 19:44A-1 et seq.)**

**19:44A-3 Definitions.** In pertinent part...

p. The term "political party committee" means the State committee of a political party, as organized pursuant to R.S.19:5-4, any county committee of a political party, as organized pursuant to R.S.19:5-3, or any municipal committee of a political party, as organized pursuant to R.S.19:5-2.

q. The term "candidate committee" means a committee established pursuant to subsection a. of section 9 of P.L.1973, c.83 (C.19:44A-9) for the purpose of receiving contributions and making expenditures.

r. the term "joint candidates committee" means a committee established pursuant to subsection a. of section 9 of P.L.1973, c.83 (C.19:44A-9) by at least two candidates for the same elective public offices in the same election in a legislative district, county, municipality or school district, but not more candidates than the total number of the same elective public offices to be filled in that election, for the purpose of receiving contributions and making expenditures. For the purpose of this subsection: ...; the offices of member of the board of chosen freeholders and county executive shall be deemed to be the same elective public offices in a county; and the offices of mayor and member of the municipal governing body shall be deemed to be the same elective public offices in a municipality.

**19:44A-8 and 16 Contributions, expenditures, reports, requirements.**

*While the provisions of this section are too extensive to reprint here, the following is deemed to be the pertinent part affecting amounts of contributions:*

“The \$300 limit established in this subsection shall remain as stated in this subsection without further adjustment by the commission in the manner prescribed by section 22 of P.L.1993, c.65 (C.19:44A-7.2)

**BUSINESS ENTITY DISCLOSURE CERTIFICATION**  
**FOR NON-FAIR AND OPEN CONTRACTS**  
 Required Pursuant To Ordinance §4-70, et seq.  
**CITY OF ORANGE TOWNSHIP, NEW JERSEY**

**Part I – Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that

(Contractor) has not made and will not make any reportable contributions pursuant to Ordinance 4-70 et seq. that would bar the award of this contract in the one year period preceding the date of reorganization to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the **CITY OF ORANGE TOWNSHIP** as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

|                               |  |
|-------------------------------|--|
| Dwayne D. Warren, Esq., Mayor |  |
| Hon. Kerry J. Coley           |  |
| Hon. Adrienne K. Wooten       |  |
| Hon. Tency A. Eason           |  |
| Hon. Clifford R. Ross         |  |
| Hon. Quantavia L. Hilbert     |  |
| Hon. Jamie Summers-Johnson    |  |
| Hon. Weldon M. Montague       |  |
|                               |  |

**Part II – Ownership Disclosure Certification**

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

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

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

| Name of Stock or Shareholder | Home Address |
|------------------------------|--------------|
|                              |              |
|                              |              |
|                              |              |
|                              |              |
|                              |              |
|                              |              |
|                              |              |

**Part 3 – Signature and Attestation:**

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: \_\_\_\_\_

Signed:\_\_ Title:\_ Print Name:\_ Date:

|                                                       |                                                        |
|-------------------------------------------------------|--------------------------------------------------------|
| Subscribed and sworn before me the _____ day of _____ | _____                                                  |
| _____, 20__.                                          | (Affiant)                                              |
| My Commission expires:                                | _____ (Print name & title of affiant) (Corporate Seal) |

**VENDOR INFORMATION**

Name of Business: \_\_\_\_\_  
(Print)

Name of Contact Person: \_\_\_\_\_  
(Print)

Correspondence Address (including zip code):  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Purchase Order Address for signature (including zip code):  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Payment Address (including zip code):  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone Number (including area code): \_\_\_\_\_

Fax Number (including area code): \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Employer I.D. # or S.S. #: \_\_\_\_\_

**FAILURE TO PROVIDE ALL OF THE ABOVE INFORMATION MAY RESULT IN REJECTION OF THIS BID.**

**PROPOSER'S AFFIDAVIT THIS AFFIDAVIT IS PART OF THE REQUEST FOR QUALIFICATIONS**

State of \_\_\_\_\_

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

I,

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_, (Print Name)

certify that I am the \_\_\_\_\_  
(Title)

of the business entity submitting this bid/proposal; that I have completed and signed all of the required documents; that I am duly authorized to sign the bid/proposal on behalf of the business entity; and that all of the declarations and statements contained in the bid/proposal document are true and accurate to the best of my knowledge and belief.

\_\_\_\_\_/\_\_\_\_\_  
(Signature of Bidder) (Date)

**NOTARY:**

Subscribed and sworn to before me at

\_\_\_\_\_  
(Address)

This \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

**CERTIFICATION OF COMPLIANCE WITH CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE §4-70.20**

\_\_\_\_\_, the Business Entity, as that term is defined in City of Orange Township Revised Ordinance 4-70.20 (a copy of which is attached), nor any Subcontractor, as that term is defined therein, has not made prohibited contribution in violation thereof in the twelve (12) month period prior to the award of this contract (or the renewal, extension, or material modification of the contract).

**Name of Business Entity:**

Signed \_\_\_\_\_  
Print Name \_\_\_\_\_

Title:  
Date:

Subscribed and sworn before me  
This \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
My Commission expires: