



BOROUGH OF FANWOOD

UNION COUNTY, NEW JERSEY
75 North Martine Avenue, Fanwood, New Jersey 07023

REQUEST FOR PROPOSAL

ADMINISTRATION OF POLICE OFF-DUTY EMPLOYMENT ASSIGNMENTS

Issuance: August 5, 2022

Submission Deadline: August 31, 2022 - 10:00 a.m. (EST)

Mayor

Colleen M. Mahr

Borough Council

Anthony Carter, Council President

Jeffrey Banks

Francine Glaser

Erin McElroy-Barker

Katherine Mitchell

Patricia Walsh

Russell Huegel, Esq. Borough Attorney

Michael J. Bramhall, Police Director

Rayna E. Harris, Administrator

Fair and Open Public Solicitation Process for Professional Services (Pursuant to N.J.S.A. 19:44A-20.5 et seq.)

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NOTICE OF SOLICITATION

Request for Proposals (RFP) for the Administration of Police Off-Duty Employment Assignments

The Borough of Fanwood is soliciting proposals through the competitive contracting process in accordance with **N.J.S.A. 40A:11-4.1 et seq.** and **N.J.A.C. 5:34-4 et seq.** from interested contractors for the provision of the **Administration of Police Off-Duty Employment Assignments**.

Copies of specifications may be obtained by prospective respondents on or after **August 5, 2022**. Interested parties will be furnished with an electronic copy of the contract documents by the Borough upon request from Rayna E. Harris, Administrator, at rharris@fanwoodnj.org; telephone: (908) 322-8236 or on the website www.fanwoodnj.org. Paper copies may be obtained at the Fanwood Municipal Building, 75 N. Martine Avenue, Fanwood, New Jersey. Any RFP **addenda** will be issued on the website and processed in accordance with **N.J.S.A. 40A:11- 23(c)(1)**. All interested respondents should check the website from now through RFP opening. It is the sole responsibility of the respondent to be knowledgeable of all addenda related to this procurement.

Prospective vendors interested in offering the Borough the provision of such services must prepare a sealed proposal that must be submitted to and received by the Borough Clerk of the Borough of Fanwood, 75 North Martine Avenue, Fanwood, N.J. 07023 on or before **August 31, 2022, at 10:00 a.m.** (Eastern Prevailing Time). Proposals will not be accepted by facsimile (fax) transmission or e-mail. The Borough will not be responsible for the late delivery of proposals, regardless of the method of delivery. Proposals received after the designated date and time will not be considered. Submissions must be enclosed in a sealed envelope/package bearing **name** and **address** of the respondent and labeled **Administration of Police Off-Duty Employment Assignments** on the outside, addressed to the Borough of Fanwood. Please provide one (1) original proposal, and one (1) copy on an external USB flash drive/data storage device. RFP responses must be made on the standard proposal forms. All communications concerning the process shall be directed to the Borough's Designated Contact Person, in writing, as stated in the original document.

All professional service contractors are required to comply with the requirements of **N.J.S.A. 52:32-44** (Business Registration of Public Contractors); **N.J.S.A. 10:5-31 et seq.**, **N.J.A.C. 17:27 et seq.** (Contract Compliance and Equal Employment Opportunities in Public Contracts); the "New Jersey Local Unit Pay-to-Play" Law, **N.J.S.A. 19:44A-20.4 et seq.**; **N.J.S.A. 34:11-56.25 et seq.**; and **N.J.S.A. 34:11-56.48**, and all rules and regulations promulgated thereto. Submission by Corporations and Partnerships shall include a completed Disclosure of Ownership form (**N.J.S.A. 52:25-24.2**) and shall include a completed Non-Collusion Affidavit.

By order of the Borough of Fanwood, Union County, New Jersey

Rayna E. Harris, Administrator/Deputy Clerk

SUBMISSION OF PROPOSALS

1. Sealed proposals shall be received by the contracting unit, **BOROUGH OF FANWOOD**, Union County, New Jersey (hereinafter referred to as "Borough") in accordance with public advertisement as required by law and made a part of these specifications.

2. All responses to the Request for Proposal ("RFP") must be enclosed in a sealed envelope bearing the name and address of the submitter, the RFP date on the outside of the envelope, and clearly labeled **Administration of Police Off-Duty Employment Assignments**. Faxed or emailed proposals will NOT be accepted.

3. Responses to the RFP shall be mailed or hand delivered to:

Kathleen M. Holmes, Borough Clerk
Borough of Fanwood
75 North Martine Ave., Fanwood NJ 07023

and must be received prior to 10:00 a.m. prevailing time on **August 31, 2022**, at which time they are to be publicly opened and read aloud as indicated in the notice.

5. It is the vendor's responsibility to see that proposals are presented to the Borough on the time and at the place designated. Proposals may be hand delivered or mailed; however, the Borough disclaims any responsibility for a proposal forwarded by regular or overnight mail. If the proposal is sent by express mail service, the above address must also appear on the outside of the express mail envelope. Proposals received after the designated time will be returned unopened.

6. Sealed proposals forwarded to the Borough before the time of opening may be withdrawn upon written request and evidence showing that the individual is or represents the principal or principals involved in the proposal. Once proposals are opened, they shall remain firm for a period of sixty (60) calendar days.

7. One (1) original unbound response proposal, one (1) copy on an external USB flash drive/data storage device, and one (1) copy clearly marked "COPY" must be submitted. Elaborate binding or three (3) ring binders are unnecessary.

8. The original proposal sheet must be completed fully and include a wet signature in ink. No electronic or stamp signatures will be accepted. Any proposal sheet submitted without an original signature in ink will be deemed non-responsive and will be immediately rejected.

9. The proposal sheet included in this RFP is the only acceptable version of this form. Any proposal submitted with a reproduction of this form, including reproduction onto respondent's letterhead, will be deemed non-responsive and will be immediately rejected.

10. All prices and amounts must be written in ink or machine printed. Bids containing any conditions, omissions, unexplained erasures or alterations, items not called for in the proposal form, attachment of additive information not required by the specifications, or irregularities of any kind, may be rejected by the Borough. Any changes, whiteouts, strikeouts, etc. in the proposal must be initialed in ink by the person signing the proposal.

11. Each proposal form must give the full business address, business phone, fax, email, and the contact person of the proposal. An authorized representative must sign your submission as follows:

a. Bids by partnerships must furnish the full name of all partners and must be signed in the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing.

b. Bids by corporations must be signed in the legal name of the corporation, followed by the name of the State in which incorporated and must contain the signature and designation of the president, secretary or other person authorized to bind the corporation in the matter.

c. The proprietor shall sign proposals by sole-proprietorship.

STATUTORY AND OTHER REQUIREMENTS

Compliance with Laws

Any contract entered into between the contractor and the owner must be in accordance with and subject to compliance by both parties with the New Jersey Local Public Contracts Law. The contractor must agree to comply with the non-discrimination provisions and all other laws and regulations applicable to the performance of services there under. The respondent shall sign and acknowledge such forms and certificates as may be required by this section.

Mandatory EEO/Affirmative Action Compliance - N.J.S.A 10:5-31 et seq. And N.J.A.C 17 :27 et seq.

No firm 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. as administered by the Division of Purchase & Property Contract Compliance and Audit Unit (Division) and provided below. The contract will include the language included as attachment A in this specification.

1. Goods, Professional Services and Service Contracts

Each 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:

- i. A Letter of Federal Approval indicating that the vendor is under an existing federally approved or sanctioned affirmative action program. A copy of the letter must be provided by the vendor to the Public Agency and Division. This approval letter is valid for one year from the date of issuance.
- ii. A Certificate of Employee Information Report (hereafter "Certificate"), issued in accordance with N.J.A.C. 17:27 et seq. The vendor must provide a copy of the Certificate to the Public Agency as evidence of its compliance with the regulations. The Certificate represents the review and approval of the vendor's Employee Information Report, Form AA-302 by the Division
- iii. The successful respondent shall complete an Initial Employee Report, Form AA-302 and submit it to the Division with a check or money order for \$150.00 made payable to "Treasurer, State of New Jersey" www.state.nj.us/treasury/contract_compliance

2. The form shall be properly executed.

New Jersey Anti-Discrimination – N.J.S.A. 10:2-1

There shall be no discrimination against any employee engaged in the work required to produce the goods and services covered by any contract resulting from this bid, or against any applicant to such employment because of race, religion, sex, national origin, creed, color, ancestry, age, marital status, affectional or sexual orientation, familial status, liability for service in the Armed Forces of the United States, or nationality. This provision shall include, but not be limited to the following: employment upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The contractor shall insert a similar provision in all subcontracts for services to be covered by any contract resulting from this RFP.

Americans with Disabilities Act of 1990 - 42 U.S.C. S121 01 et seq.

Discrimination on the basis of disability in contracting for the delivery of services is prohibited. Respondents are required to read American with Disabilities language that is part of the documents attached hereto and agree that the provisions of Title II of the Act are made part of the contract. The contractor is obligated to comply with the Act and hold the owner harmless.

Ownership Disclosure - N.J.S.A. 52:25-24.2 (P.L. 1977 c.33)

In accordance with N.J.S.A. 52:25-24.2, no corporation, partnership, limited partnership, limited liability corporation, limited liability partnership, Subchapter S corporation or sole proprietorship, shall be awarded a contract, unless prior to the receipt of the RFP response/bid or accompanying the RFP response/bid of the corporation, partnership, limited partnership, limited liability corporation, limited liability partnership, subchapter S corporation or sole proprietorship, there is submitted to the Borough a statement setting forth the names and addresses of all stockholders who own 10% or more of the stock, of any class or of all individual partners who own a 10% or greater interest in the corporation, partnership, limited partnership, limited liability corporation, limited liability partnership, Subchapter S corporation or sole proprietorship. If one or more such stockholder or partner is itself a corporation or partnership, the stockholders holding 10% or more of that corporation's stock, or the individual partners owning 10% or greater interest in that partnership, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every non-corporate stockholder and individual partner, exceeding the 10% ownership criteria established in this act has been listed. The form shall be signed and submitted with the RFP proposal/bid whether or not a stockholder or partner owns less than 10% of the business submitting the RFP proposal/bid. Failure to comply requires mandatory rejection of the RFP proposal/bid. The Respondent shall complete and submit the form of statement that is included in this RFP.

Non-Collusion Affidavit - N.J.S.A. 52 :34-15

The Non-Collusion Affidavit, which is part of this RFP, shall be properly executed and submitted with the RFP response.

Proof of N.J. Business Registration Certificate N.J.S.A. 52:32-44

Pursuant to N.J.S.A. 52:32-44, the Borough of Fanwood ("Contracting Agency") is prohibited from entering into a contract with an entity unless the bidder/proposer/contractor, and each subcontractor that is required by law to be named in a bid/proposal/contract has a valid Business Registration Certificate on file with the Division of Revenue and Enterprise Services within the Department of the Treasury.

Prior to contract award or authorization, the contractor shall provide the Contracting Agency with its proof of business registration and that of any named subcontractor(s).

Subcontractors named in a bid or proposal shall provide proof of business registration to the bidder, who in turn, shall provide it to the Contracting Agency prior to the time of contract, purchase order, or other contracting document is awarded or authorized.

During the course of contract performance:

1. The contractor shall not enter into a contract with a subcontractor unless the subcontractor first provides the contractor with a valid proof of business registration.
2. The contractor shall maintain and submit to the Contracting Agency a list of subcontractors and their addresses that may be updated from time to time.
3. The contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall collect and remit to the Director of the Division of Taxation in the Department of Treasury, 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 in the State. Any questions in this regard can be directed to the Division of Taxation at (609) 292-6400. Form NJ-REG can be filed online at www.state.nj.us/treasury/revenue/busregcert.shtml.

Before final payment is made under the contract, the contractor shall submit to the Contracting Agency a

complete and accurate list of all subcontractors used and their addresses.

Pursuant to N.J.S.A. 54:49-4.1, a business organization that fails to provide a copy of a business registration as required, or that provides false business registration information, shall be liable for a penalty of \$25.00 for each day of violation, not to exceed \$50,000, for each proof of business registration not properly provided under a contract with a contracting agency.

Emergency Purchases or Contracts

For purchases of an emergent nature, the contractor shall provide its Business Registration Certificate within two weeks from the date of purchase or execution of the contract or prior to payment for goods or services, whichever is earlier.

Public Emergency

In the event of a Public Emergency declared at the Local, State or Federal Level, if the owner opts to extend terms and conditions of this RFP, the contractor agrees to extend the terms and conditions of this RFP, whether existing, expiring or expired no longer than six months, for goods and/or services for the duration of the emergency. In the event the original contractor cannot meet this requirement, the owner may solicit the goods and/or services from any bidder on this contract.

Pay to Play – Notice of Disclosure Requirement

Business entities are advised of their 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-20.27 if they receive contracts in excess of \$50,000 from public entities in a calendar year. Business entities are responsible for determining if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

Assign, Sublet or Transfer Any Rights/Interests

Neither the owner nor the Contractor shall assign, sublet, or transfer any rights or interest in this Agreement without the prior written consent of the other party. Unless specifically stated to the contrary, in writing, prior to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing herein shall be construed to give any rights or benefits to anyone other than the owner and the Contractor.

Proof of Licensure

Proof of licensure for providing Services in the State of New Jersey, for either the firm or the person responsible for the work, shall be provided as required.

Disclosure of Investment Activities in Iran – P.L. 2012, c. 25

P.L. 2012, c.25 prohibits State and local public contracts with persons or entities engaging in certain investment activities in energy or finance sectors of Iran.

Prompt Payment – Goods & Services

P.L. 2019, C.127 (LFN 2019-02 1/23/19) P.L. 2018, c. 127 establishes a prompt payment requirement that applies to goods and services contracts. The law applies to all goods and services contracts awarded on or after February 1, 2019 (the law's effective date) regardless of dollar amount and any contracts requiring either a single payment or multiple payments. The law does not change the prompt payment requirements for improvements to real property and structures as set forth in N.J.S.A. 2A:30A-1 et seq. and described in LFN 2006-21. The law defines "Business Concern" as any person engaged in a trade or business, including a private nonprofit entity operating as an independent contractor, providing goods and services directly to a contracting unit or to a designated third

party and operating pursuant to a contract with a contracting unit which requires either a single payment or multiple payments, but shall not include a "public utility" as defined in N.J.S.A. 48:2.13.

Multiple Proposals Not Accepted

More than one proposal from an individual, a firm or partnership, a corporation or association under the same or different names shall not be considered.

2.11 Subcontractors

The owner will consider the primary contractor to be the sole point of contact with regard to contract matters. The primary contractor will be required to assume sole responsibility for delivery of all services.

Use of Sub-consultants

Respondent may find it advantageous to include sub-consultants in their proposal. Such an arrangement is acceptable provided that the relationship between firms is clearly defined and the method of maintaining proper project management and oversight is described within the proposal. The use of sub-consultants is left to the discretion of respondent, provided that the criteria of adequate capability in all areas of the scope of work is met. Any sub-consultants must be identified in the same manner as the primary consultant.

Failure to Enter Contract

Should the respondent, to whom the contract is awarded, fail to enter into a contract within ten (10) days, Sundays and holidays excepted, the owner may then, at its option, accept the proposal of another respondent.

Commencement of Work

The contractor agrees to commence work after the date of award by the owner and upon notice from the using department.

Time of Completion

It is hereby understood and mutually agreed, by and between the respondent and the owner, that the date on which the work shall be substantially complete as specified in the RFP is an essential condition of this contract. It is further mutually understood and agreed that the work and contract time embraced in this Contract shall commence on the date specified and that the resulting contract shall be completed in sequence and time frames identified by the owner.

The respondent agrees that said services shall be processed regularly, diligently, and uninterruptedly at such rate of progress as will ensure full completion thereof within the time specified. It is expressly understood and agreed, by and between the respondent and the owner, that the time of completion of the services described herein is a reasonable time for the completion of it.

Challenge of Specifications

Any respondent who wishes to challenge a specification shall file such challenge in writing with the Purchasing Agent no less than three (3) business days prior to the opening of the RFP's. Challenges filed after that time shall be considered void and having no impact on the owner or the award of contract.

Payment

Invoices shall be submitted monthly and must specify, in detail, the period for which payment is claimed, the services performed during the prescribed period, the amount claimed and correlation between the services claimed, all backup documentation (mileage, time logs, receipts for expenses, etc.), amount remaining in total balance, and the Proposal Cost Form. The Borough will provide a sample Progress Report and Invoice for the Hired

Consultant to ensure compliance. The owner may withhold all or partial payments on account of subsequently discovered evidence including but not limited to the following:

1. Deliverables not complying with the project specification.
2. Claims filed or responsible evidence indicating probability of filing claims.
3. A reasonable doubt that the Contract can be completed for the balance then unpaid.

When the above grounds are removed, payment shall be made for amounts withheld because of them. Invoices shall specify, in detail, the period for which payment is claimed, the services performed during the prescribed period, the amount claimed and correlation between the services claimed and the Proposal Cost Form.

Non-payment of Penalties and Interest on Overdue Bills

Public funds may be used to pay only for goods delivered or services rendered. The Borough of Fanwood will not pay penalties and/or interest on overdue bills. No employee is authorized to sign a letter of credit or any other document that represents a legal commitment on the part of the Borough to pay additional fees.

Ownership of Material

The owner shall retain all of its rights and interest in any and all documents and property both hard copy and digital furnished by the owner to the contractor for the purpose of assisting the contractor in the performance of this contract. All such items shall be returned immediately to the owner at the expiration or termination of the contract or completion of any related services, pursuant thereto, whichever comes first. None of the documents and/or property shall, without the written consent of the owner, be disclosed to others or used by the contractor or permitted by the contractor to be used by their parties at any time except in the performance of the resulting contract.

Ownership of all data, materials and documentation originated and prepared for the owner pursuant to this contract shall belong exclusively to the owner. All data, reports, computerized information, programs, and materials related to this project shall be delivered to and become the property of the owner upon completion of the project. The contractor shall not have the right to use, sell, or disclose the total of the interim or final work products, or make available to third parties, without the prior written consent of the owner. All information supplied to the owner may be required to be supplied on USB flash drive/data storage device media compatible with the owner's computer operating system windows based, Microsoft Office 365. Under state and federal statutes, certain government records are protected from public disclosure. The Borough, the Contractor and any Subcontractors have a responsibility and an obligation to safeguard from public access an employee's personal information with which it has been entrusted when disclosure thereof would violate the employee's reasonable expectation of privacy. All payroll, personnel and health insurance related files are confidential. Additionally, the Contractor and any Subcontractors may be privy to sensitive law enforcement information or investigations during their review which must remain confidential. The Borough reserves the right to make any public disclosure under the law. Also, among government records deemed confidential are administrative or technical information regarding computer hardware, software and networks that, if disclosed, would jeopardize computer security. The Contractor and any Subcontractor(s) are prohibited from the sale or distribution of all supplied information to any third party.

Source of Specifications/RFP Packages

Official Borough Request for Proposal (RFP) packages for routine goods and services are available at no cost to the prospective respondents. All addenda are posted on this site. Potential respondents are cautioned that they are responding at their own risk if a third party supplied the specifications that may or may not be complete. The Borough is not responsible for third party supplied RFP documents.

Altering Official Document

Respondents shall not write in any margins or alter the official content of Borough RFP document.

RFP Preparation of Forms

RFPs must be signed in ink by the respondent; all quotations shall be made with a typewriter/computer or pen and ink. Any quotation showing any erasure alteration must be initialed by the respondent in ink. Unit prices and totals are to be inserted in spaces provided.

W-9

Successful bidder/respondent shall complete W-9 Form and submit to Purchasing prior to contract award. The form is available at the following link: www.irs.gov/pub/irs-pdf/fw9.pdf

INSURANCE AND INDEMNIFICATION

Successful bidder/respondent shall maintain adequate insurance coverage for the off-duty services covered in this Agreement. The contractor shall maintain sufficient insurance to protect against all claims under Workers Compensation, General Liability and Automobile and shall be subject to approval for adequacy of protection and certificates of such insurance shall be provided.

1. At all times during performance of off-duty Services, Successful bidder shall secure and maintain in effect insurance to protect the Company from and against all claims, damages, losses and expenses arising out of or resulting from the performance of this Agreement. Company shall provide and maintain in force insurance in limits no less that stated below, as applicable.

2. COMMERCIAL LIABILITY INSURANCE

Prior or during Agreement execution, Company will provide proof of Commercial Liability Insurance to Borough with a minimum liability limit of Two Million Dollars (\$2,000,000.00) per occurrence combined single limit bodily injury and property damage, and Three Million Dollars (\$3,000,000.00) general aggregate. The insurance certificate shall clearly state the provider's name, coverage amount, policy number and provisions provided. Said policy shall be in effect for the duration of this Agreement. Insurance will be in effect with an insurance agency rated A-VII or higher in Best's Guide.

3. PROFESSIONAL AND LIABILITY INSURANCE

Prior or during Agreement execution, Company shall provide proof of Professional Errors and Omissions Liability Insurance with coverage of at least Two Million Dollars (\$2,000,000.00) per occurrence and an annual aggregate limit of at least Three Million Dollars (\$3,000,000.00). The insurance certificate shall clearly state the provider's name, coverage amount, policy number and provisions provided. Insurance will be in effect with an insurance agency rated A-VII or higher in Best's Guide.

4. Employees of the Borough of Fanwood will not be covered under the Company's worker compensation insurance.

5. INDEMNIFICATION

The contractor agrees to indemnify and save harmless the owner, its officers, agents and employees, hereinafter referred to as indemnitees, from all suits, including attorney's fees and costs of litigation, actions, loss damage, expense, cost of claims, of any character or on account of any act, claim or amount arising or recovered under Worker's Compensation law, or arising out of failure of the Contractor or those acting under Contractor to conform to any statutes, ordinances, regulations, law or court decree. It is the intent of the parties to this contract that the indemnities shall, in all instances, except for loss or damage resulting from the sole negligence of the indemnitee, be indemnified against all liability, loss or damage of any nature whatsoever.

6. WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE

This insurance shall be maintained in full force during the life of this contract by the contractor covering all employees engaged in performance of this contract pursuant to N.J.S.A. 34:15-12(a) and N.J.A.C. 12:235-1.6. Minimum Employer's Liability \$1,000,000.00.

7. CERTIFICATES OF THE REQUIRED INSURANCE

Certificates as listed above shall be submitted along with the contract as evidence covering Errors and Omissions insurance. Such coverage shall be with acceptable insurance companies operating on an admitted basis in the State of New Jersey. The contractor shall provide the Borough with a Certificate of Insurance naming the Borough, its employees, officers, and agents as additionally insured, and evidencing the existence of required insurance prior to the commission of work. The Borough of Fanwood will not accept Mutual Limitation of Liability terms.

8. Health Insurance Portability and Accountability Act of 1996 - HIPAA (If Applicable)

Both parties agree to comply with all requirements of the Federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA") as maybe amended from time to time, and the corresponding HIPAA regulations for the confidentiality and security of medical information.

The Contractor shall:

- Not use or disclose protected health information other than as permitted or required by law
- Use appropriate safeguards to protect the confidentiality of the information
- Report any use or disclosure not permitted

The contractor, by execution of the contract, shall thereby indemnify and hold the owner harmless from any and all liabilities, claims, actions, costs and penalties which may be incurred as the result of the failure of the contractor to comply with the requirements of the Health Insurance Portability and Accountability Act (HIPAA) or any other statute or case law protecting the privacy of persons using its services.

TERMINATION OF CONTRACT

The Borough reserves the right at its sole discretion, to immediately terminate, in whole or in part, the contract if the vendor:

1. Fails to perform any provision of the services within the time specified or within a reasonable time if no time is specified, as determined by the Borough.
2. Fails to meet the Borough's standard of expected and agreed level of service and performance.

Such termination shall relieve the Borough of any obligation for balances to the contractor of any sum or sums set forth in the contract. Borough will pay only for goods and services accepted prior to termination.

Notwithstanding the above, the contractor shall not be relieved of liability to the Borough for damages sustained by the Borough by virtue of any breach of the contract by the contractor and the Borough may withhold any payments to the contractor for the purpose of compensation until such time as the exact amount of the damage due the Borough from the contractor is determined.

The contractor agrees to indemnify and hold the Borough harmless from any liability to subcontractors/suppliers concerning payment for work performed or goods supplied arising out of the lawful termination of the contract by the Borough under this provision.

In case of default by the successful vendor, the Borough may procure the goods and services from other sources and hold the successful vendor responsible for any excess cost. Continuation of the terms of this contract beyond the fiscal year is contingent on availability of funds in the following year's budget. In the event of unavailability of such funds, the Borough reserves the right to cancel this contract.

Acquisition, merger, sale and/or transfer of business, etc.: It is understood by all parties that if, during the life of the contract, the contractor disposes of his/her business concern by acquisition, merger, sale and/or transfer or by any means convey his/her interest(s) to another party, all obligations are transferred to that new party. In this event, the new party will be required to submit all documentation/legal instruments that were required in the original proposal/contract. The contractor will not assign any interest in the contract and shall not transfer any interest in the same without the prior written consent of the Borough.

If, through any cause, the contractor shall fail to fulfill in a timely and proper manner obligations under the Contract or if the contractor violates any requirements of the Contract, the owner shall thereupon have the right to terminate the Contract by giving written notice to the contractor of such termination at least thirty (30) days prior to the proposed effective date of the termination. Such termination shall relieve the owner of any obligation for the balances to the contractor of any sum or sums set forth in the Contract.

The contractor agrees to indemnify and hold the owner harmless from any liability to subcontractors/suppliers concerning payment for work performed or goods supplied arising out of the lawful termination of the Contract by the owner under this provision. In case of default by the contractor, the owner may procure the articles or services from other sources and hold the contractor responsible for any excess cost occasioned thereby.

Non-Allocation of Funding Termination

Each fiscal year payment obligation of the Owner is conditioned upon the availability of Owner funds appropriated or allocated for the payment of such an obligation. If funds are not allocated and available for the continuance of any services performed by the Contractor hereunder, whether in whole or in part, the Owner at the end of any particular fiscal year may terminate such services. The Owner will notify the Contractor in writing immediately of any services that will be affected by a shortage of appropriated funds. This provision shall not be construed so as

to permit the Owner to terminate this Agreement during the term, or any service hereunder, merely in order to acquire identical services from a third-party contractor.

Force Majeure

Neither party shall be responsible for any resulting loss or obligation to fulfill duties as specified in any of the terms or provisions of this Agreement if the fulfillment of any term or provision of this Agreement is delayed or prevented by any revolutions, insurrections, riots, wars, acts of enemies, national emergencies, strikes, floods, fires, acts of God, or by any cause not within the control of the party whose performance is interfered with which by the exercise of reasonable diligence such party is unable to prevent. Additionally, if the fulfillment of any of the terms and provisions of this Agreement is delayed or prevented by any court order, or action or injunction or other such agreement, this Agreement shall become voidable by the Borough of Fanwood by notice to each party.

The owner and the Contractor each bind themselves and their successors, executors, administrators, heirs and assigns and legal representatives of the other party respecting all covenants and agreements and obligations of this contract. The terms of this contract shall be construed and interpreted, and all respective rights and duties of the parties shall be governed by the laws of the State of New Jersey.

COMPETITIVE CONTRACTING PROCESS

Procurement Process and Schedule

The selection of qualified respondents is subject to the provisions of the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq. and “New Jersey Local Unit Pay-to-Play” Law, N.J.S.A. 19:44A-20.5 et seq. The Borough has structured a procurement process that seeks to obtain the desired results, while establishing a competitive process to assure that each person and/or firm is provided an equal opportunity to submit a proposal in response to the RFP.

Proposals will be reviewed and evaluated by the Borough to determine if the respondent has met the minimum professional and administrative areas described in this RFP. Based upon the totality of the information contained in the qualification statement, including information about the reputation and experience of each respondent, the Borough will (in its sole judgment) determine which respondent is best qualified to perform the services.

Conditions Applicable to RFP

Upon submission of a qualification statement in response to this RFP, the respondent acknowledges and consents to the following conditions relative to the submission and review and consideration of its qualification statement:

- All costs incurred by the respondent in connection with responding to this RFP shall be borne solely by the respondent.
- The Borough reserves the right (in its sole judgment) to reject any respondent that submits incomplete responses to this RFP, or a qualification statement that is not responsive to the requirements of this RFP.
- The Borough reserves the right, without prior notice, to supplement, amend, or otherwise modify this RFP, or otherwise request additional information.
- No proposals and qualification statements shall be returned.
- All proposals and qualification statements will be made available to the public at the appropriate time, as determined by the Borough in accordance with law.
- The Borough may request respondents to send representatives to the Borough for interviews.
- Neither the Borough, nor their respective staff, consultants nor advisors shall be liable for any claims or damages resulting from the solicitation or preparation of the proposal and qualification statement.
- The Borough may suspend or terminate the procurement process described in this RFP at any time. If terminated, the Borough may determine to commence a new procurement process or exercise any other rights provided under applicable law without any obligation to the respondents.

DEFINED TERMS

Borough – The BOROUGH OF FANWOOD, a municipal corporation having offices at 75 North Martine Ave., Fanwood NJ 07023.

Client/Customer – A person, business entity or organization; third parties utilizing the services of the vendor.

Competitive Contracting Process – A method of awarding contracts authorized under N.J.S.A. 40A:11-4.1 through 40A:11-4.5 (P.L. 2009, c.440) as amended, in lieu of public bidding for specialized goods or services in which formal proposals are solicited from vendors, formal proposals are evaluated by the Purchasing Agent, Counsel, or Administrator; and the governing body awards a contract to a vendor or vendors from among the proposals received.

Concession – The granting of the license or right to act for on behalf of the BOROUGH OF FANWOOD, or the provision of a service requiring the approval or endorsement of the BOROUGH OF FANWOOD to clients.

Contract – The agreement covering the performance of the work, together with all supplementary documents, including the Request for Proposals, Proposal, Executed Contracts, Contract Bond (if applicable). Requirements are to be treated as one (1) instrument whether or not set forth at length in the form of the contract.

Evaluation – The review and ranking of proposals using established and disclosed criteria.

Proposal – The approved, prepared form on which the vendor will submit their prices and description of goods and services offered for the work contemplated.

Vendor – An individual, business entity, or organization offering goods and services for sale to the BOROUGH OF FANWOOD and/or clients in the case of a concession.

Work – Any and all obligations, duties and responsibilities necessary to the successful completion of the project under the contract, including the furnishing of all labor, materials, equipment and other incidentals.

INTENT AND SCOPE OF WORK

Off-Duty Assignments

Various businesses, organizations and public agencies working within the BOROUGH OF FANWOOD from time to time make requests for assistance from members of the Fanwood Borough Police Department to perform special assignment services, such as direction of traffic at construction sites, etc. In addition, private companies seek the services of off-duty police officer(s) for on-site security at events which may attract crowds larger than normal.

The work to be performed is considered a special Off-Duty assignment for independent contractors. All such assignments pursuant to **Code of the Borough of Fanwood, Chapter 67, Article II et seq.** shall be approved by the Chief of Police, Police Director, or designee.

The Chief of Police, Police Director, or designee is authorized on behalf of the Borough to enter into agreement providing for the outside employment of off-duty municipal police officers for which the Borough shall receive such compensation per person, per hour.

Intent

The Borough established rules and regulations to ensure that these activities are funded directly by the contractor or private entity, to ensure that the officers are properly compensated for their efforts, and the taxpayers are reimbursed for the cost of municipal equipment and administrative costs.

The Borough seeks a third-party vendor to perform the complete administration and scheduling of all off-duty police details on behalf of the Borough including requests for service, scheduling work, invoicing, and collecting payments. Requests for off-duty work and scheduling shall be completed through a secure online platform and a telephone assistance center. The vendor shall also remit detail payments to the BOROUGH OF FANWOOD securely, as payment shall be made to the officers through the Borough payroll system. The chosen service provider may charge an additional fee other than the officer and vehicle fee set forth by the Borough.

The vendor shall administer the off-duty program in accordance with Borough policies and regulations, with no substantial changes to the manner in which off-duty details are distributed. All off-duty assignments shall be scheduled by the vendor on a fair rotating basis utilizing a web portal and software to receive job bids from officers and assign work according to the defined algorithm.

Minimum Qualifications

Vendor shall currently provide such services for at three (3) municipal agencies in the State of New Jersey and of similar size in sworn officers and average extra-duty hours per pay period. Borough currently employs approximately Seventeen (17) officers.

Scope of Work

1. Vendor shall provide complete administration of all extra-duty police details, including requests for service, scheduling work, payroll, invoicing, collecting payments, and completing weekly/monthly reports to the Borough.
2. Vendor shall provide the necessary personnel to handle the administration of off-duty details. This administration includes but is not limited to handling all requests for service, scheduling all details, collecting proof of insurance, invoicing and collecting payment from customers, providing payment to Borough payroll system, and completing all necessary and associated reporting.
3. Vendor must appoint at least one (1) primary and at least one (1) secondary off-duty coordinator for engaging with customers over the phone. In the event no extra-duty coordinator is available to field an incoming customer call, the customer shall be presented with on-call messaging of wait times and call back/voicemail options. Vendor

must field all incoming extra-duty queries and requests from customers including providing a local or toll-free number for such purposes. Customer inquiries for off-duty details must be answered 24/7.

4. Vendor shall provide a technology infrastructure which has the capability to perform the following tasks: communicating detail opportunities to officers, awarding detail opportunities; the ability to enable recurring customers to submit detail requests online; the generation and documentation of invoices to customers; the collection and documentation of payments made by the customers.

5. Vendor shall provide management reports specifying hours worked by location, customer and officer by pre-specified time period.

6. Vendor shall have the ability to remit payment for details worked to Borough within the same pay period the details were worked, regardless of when vendor collects payment from customers.

7. Vendor shall administer the program in accordance with Fanwood Borough Police Department policies. This contract is in accordance with these policies and provides no substantive change in the manner in which off-duty details are distributed to officers.

8. Vendor shall engage with customers via phone, website interaction or email to explain program rules and rates, vet new customers per department's guidelines, execute the new customer process, receive requests for extra-duty details, confirm off-duty details and to gather and communicate any related pertinent information and feedback.

9. Vendor shall manage officer payment process in conjunction with the Borough's existing payroll system. Vendor shall provide payroll files and direct deposit payments to the Borough on a bi-weekly basis.

10. Vendor shall invoice customers and follow up on invoice collections in a manner agreed upon with Borough. Manage the feedback loop i.e., initiate and field feedback from customers (good and bad) then share with the appropriate parties in a timely manner.

11. Vendor shall accept all customer credit risk and finance, at sole cost to the vendor, all "float" costs associated with invoicing customers. Invoice remittance timing shall not affect the time of payroll and administrative fee payments vendor must pay Borough.

12. Vendor shall work closely with Borough's personnel. Vendor agrees to use its best reasonable efforts in its performance and agrees that completion of the services within the agreed upon time period.

13. Vendor shall be able to apply different rates for different details and comply with the fee exceptions as stated in these specifications.

14. Vendor shall have the ability provide customers with reports showing their details ensuring foremen are aware of what officers were assigned to the detail.

Scheduling

The Borough will provide the vendor a list of approved officers and rules and regulations related to the manner in which the officers should be scheduled. The rotation list shall be composed of all participating sworn members exclusive of rank.

The taking of any and all off-duty assignments shall be on a voluntary basis in accordance with a fair and reasonable system established and administered by the Chief of Police, Police Director, or designee. The Borough reserves the right to change the rules throughout the contract period.

Customers in their request must provide the nature of duties to be performed, the location of said duties, the date and hours of service, and the use of Borough-owned equipment. Customers shall not be entitled to select individual officers nor limit the pool of officers who may bid on a job.

Customers who have scheduled jobs/events must cancel the job/event at least four (4) hours prior to the start time of an officer. Failure to comply with this regulation will result in the vendor paying the scheduled officer for his/her scheduled hours.

Customers who request police officers for off-duty assignments pursuant to Borough Administrative Code shall be responsible for maintaining own insurance coverage with minimums stated in article §67-31. Proof of said insurance coverage shall be provided to the vendor prior to the assignment of any police officers. Vendor is responsible for collecting such proofs and may schedule the assignments only when proof is provided.

Vendor must utilize detail scheduling and management infrastructure which will enable:

1. Officers to view open details and their scheduled details either from a laptop, tablet, desktop or mobile device.
2. Individual detail-level check-in and check-out capture in an online, documented manner.
3. Extra-duty detail reporting including but not limited to: calendar format scheduling, details summarized by time period, customer, officer, or detail type.
4. Ability to award details based on “first come first assigned” basis, seniority or number of extra-duty hours or details worked in prior week, month, quarter or year, or “card file” system in which details are offered to subsequent officers in a pre-determined revolving order. Ability to limit offering of specific details to pre-defined subgroups of officers.

Ensure police officers are not scheduled for extra-duty employment that requires them to:

1. Serve or sell alcoholic beverages.
2. Perform work as bouncers, doormen, or cashiers at nightclubs or bars.
3. Perform work for insurance agencies, collection agencies, private investigators, attorneys, bail bond agencies, or taxi companies.
4. Perform work with wreckers or service stations that contract services with the Borough.
5. Work or openly associate with convicted or known criminals.

Minimum Request Notification

Except in cases of emergency, no off-duty assignment may be made unless a request has been made by the customer twenty-four (24) hours prior to such assignment. Twenty-four-hours' notice is not necessary in instances where work zone related services are required due to emergency work.

Minimum Hours of Compensation

The minimum compensation for off-duty assignments shall be for no less four (4) hours at the applicable rate.

If any job is not filled after the rotation and assignment procedure due to lack of interest from officers, it will remain available in the web portal on a first-come first-assigned basis. Special officers, as defined in N.J.S.A. 40A:14-146.8 et seq., are permitted to perform these services after all full-time police officers' rotation has been exhausted.

Neither the Borough nor the Chief of Police, Police Director, or designee have any obligation to provide officers. While clients may request off-duty officers for jobs, the jobs might not be staffed if officers decline to work or bid on such jobs, or in the instance where the Chief of Police, Police Director, or designee denies such work.

Recording Hours Worked

Officers shall clock in with the vendor (web application, computer, phone, etc.). Clocking in shall begin when the officer arrives at the scene, or job site location, for all extra-duty employment, or the specified start time, whichever is later.

Cancellation

Cancellation of off-duty assignments shall be made to the officer in charge no less than four (4) hours prior to commencement or a fee will be charged in an amount equal to the applicable hourly rate multiplied by the minimum number of hours required, multiplied by the number of officers requested.

All scheduling or requests for officers to work extra-duty are handled by the vendor. Clients make requests directly with the vendor via web portal access or live telephone support.

If after an officer arrives at an assignment for extra-duty work and all or part of that work is cancelled, the contracting party shall pay a minimum charge of four (4) hours.

Officer cancellations – in any instance where an officer cancels an awarded job, the officer shall contact the vendor and give the job back for reassignment.

Fee

In consideration for any and all services which the vendor shall render to the Borough, the vendor shall charge the customer a fixed administration fee or percentage per hour/billing. If vendor proposes to select a different pricing methodology, it shall provide a complete pricing schedule to the proposal.

Proposal fees submitted shall be an all-inclusive hourly rate or percentage added to each off-duty detail worked, which shall be billed to clients of the system. More specifically, it shall include all costs associated with program configuration, implementation, deployment, training, any travel required and insurance. The BOROUGH OF FANWOOD shall not incur additional costs or fees associated with the program.

Payment Processing

Vendor shall pay Borough every Thursday one (1) week prior to the payroll for all details worked on the prior fourteen (14) days or in another recurring time frame agreed upon. Borough shall be paid in full, regardless of if the customers pay their invoices. Vendor is responsible for all invoice collection from the customers and accepts all credit risk. The vendor shall provide a payroll report that captures all of the hours submitted by the officer and verified by the customer.

Financial Risk Mitigation

Vendor accepts credit risk on all such customers and finances the financial float associated with payment terms. Vendor has the right to deem particular customers non-credit-worthy and require pre-payment from such customers. Company agrees to not designate any customer as non-credit worthy, which has been a recurring customer, in consistent good standing, with the Borough's extra-duty program for at least one (1) year, and/or is publicly traded.

Company further agrees to inform Borough prior to designating any individual customer noncredit worthy. Customers deemed to be non-credit-worthy, and customers wishing not to be invoiced for serviced rendered, shall have the option of pre-paying via check, credit card, or escrow account.

Reports

The vendor shall provide the following reports to the Borough each pay period:

1. Officer reports – hours worked, amount to be paid, customer information, location.
2. Collection reports – total collected from the customers and total retained by the vendor in accordance with the proposal.

Vendor shall keep complete and systematic records of all services performed for the Borough. Such records shall include any records relevant to any costs, expenses, or payments incurred or made by vendor on behalf of Borough, any financial records, procedures and such other documentation pertaining to vendor's performance. Vendor shall preserve all such records for a term of five (5) years. During the term of this contract and, thereafter, in accordance with the applicable record retention period, Borough shall have the right to inspect, copy and audit those records.

Term of Contract

Pursuant to N.J.S.A. 40A:11-15 et seq. contract *may* be awarded for a term not to exceed five (5) years. The BOROUGH OF FANWOOD may, at any time during the contract period, terminate the contract by giving thirty (30) days' notice in writing to the vendor.

If the vendor should breach a material obligation under this contract, the Borough shall give the vendor written notice of such breach and provide an opportunity to remedy such breach within thirty (30) days of such notice.

Failure to remedy any such breach within this time period will constitute sufficient grounds for termination without any further notice. Material obligations shall include, but not be limited to, the filing of bankruptcy or similar procedure due to insolvency, any unapproved assignment of, or repeated non-performance; any breach of warranties; or termination or lapse of any insurance coverage or policy obligations.

Once the contract is awarded to the vendor, the system must be up and running within six (6) weeks. This includes the training of vendor's employees in the procedures and hiring of officers for extra-duty work and the officers in how to use the system.

Review

The vendor shall permit the Borough to review, at any time, all work performed under the terms of contract at any stage of the work. The vendor shall maintain all records, books, or other documents relative to date and time of job assignments, name of police officers assigned to jobs, all billing invoices, insurance documents, and extra-duty business contracts.

SUBMISSION REQUIREMENTS

Please number subsections in your response to correspond to the items below.

1. Provide statement concerning the ability to perform the tasks in a timely fashion. State proposer's understanding of the work to be done.
2. Indicate your experience in providing administrative services, including customer service, scheduling, billing, collections, payroll, and administrative services management.
3. Provide samples of the reports that will be provided to the Borough and a description of the hardware and software that will be used for this engagement.
4. Provide samples, or screenshots of the user interface for both the Borough and client side. List software requirements, if any, and mapping format.
5. Identify the key individuals who will be assigned to the BOROUGH OF FANWOOD. Describe their roles and provide a brief description of their professional experience and qualifications in administrative services management.
6. List experience with other municipalities for which you administer the extra-duty program as defined within the Scope of Work section of this RFP.
7. Provide detailed proposed fee arrangement for this service.
8. Provide signed, completed copy of the enclosed RFP Document Checklist and documents required therein.
9. Provide any additional information that you believe will assist the BOROUGH OF FANWOOD in making its selection.

EVALUATION CRITERIA

The contract will be awarded through a competitive contracting process to the contractor whose proposal is most advantageous to the BOROUGH OF FANWOOD, price and other factors considered.

Vendors may be asked to present their proposals in-person to a selection committee and/or to respond to questions. Based on the information provided in the proposal and any additional information presented, a final selection will be made.

Evaluation and Award

Proposals will be evaluated and ranked by the Borough on the factors most advantageous to the Borough including managerial competency, technical criteria and price. After review and analysis, the proper officials of the Borough may recommend the most qualified proposer to the governing body for an award of contract.

The Borough may establish an evaluation committee to evaluate and score the proposals submitted by the vendors. The contract will be awarded to the vendor that best meets the Borough's needs. The following criteria shall be used for evaluating the proposals under the competitive contracting process:

Past Experience and Performance Criteria

15 points

Demonstrated experience administering police off-duty detail management systems. Include a list of at least three (3) references for municipalities in New Jersey.

Management Criteria

30 points

The ability of personnel, facilities and equipment to complete the work. Describe the firm's level of staffing, operating hours, the number of personnel that will be assigned to the Borough's account, the firm's facility and equipment. The ability to collect client payments in an effective, timely manner. The ability to accept and determine credit risk of clients as well as configure client billing accounts accordingly. The ability to remit payment to the Borough for details worked regardless of client payment status.

Technical Criteria

30 points

The system shall operate on a secure online platform that enables clients to request officers and officers to respond to requests for off-duty work. Provide samples, or screenshots of the user interface for both the Borough and client side.

The system shall feature a calendar that can be imported to a PC or mobile device to remind officers of upcoming details. Include samples or screenshots of this module. Officers shall be able to clock-in and out of the detail using the system. The system shall have the capability to assign off-duty details based on Police Department's protocol. The system shall not schedule officers to work details that conflict with Police Department rules and regulations. Evidence software must be compliant with all applicable State of New Jersey and Federal regulations and laws. The ability to provide the services within time frame proposed by the Borough.

Cost Criteria

25 points

Please indicate your proposed rate schedule with your proposal. Your stated fee shall be all-inclusive and structured via an hourly administrative fee or percentage added to each detail. The vendor's cost proposal shall provide the best economic advantage to the Borough.

DOCUMENT SUBMISSION CHECKLIST

The following is a list of documents you will be required to provide during the RFP process.

Those documents in “bold lettering” are required to be submitted with the sealed proposal and failure to do so will result in mandatory rejection of the entire proposal.

Those documents listed with an asterisk (*) are included in the package and should be completed and returned in the sealed proposal along with other documents listed without the asterisk.

PROPOSER’S INITIALS:

- _____ *Document Submission Checklist
- _____ *Proposal Form
- _____ Copy of Proposer’s Valid New Jersey Business Registration Certificate
- _____ *Exceptions to Specifications Sheet
- _____ *Affirmative Action Compliance Notice
- _____ Affirmative Action Compliance Evidence, either item 1a or 1b (item 1c will be included with the contract documents if awarded and applicable)
- _____ *Statement of Ownership Disclosure
- _____ *Addendum Acknowledgement (if issued)
- _____ *Non-Collusion Affidavit
- _____ *Disclosure of Investment Activities in Iran
- _____ Proposal as Described in Submission Requirements

The undersigned authorized representative hereby acknowledges that the above listed requirements have been submitted.

COMPANY: _____

NAME: _____

TITLE: _____

SIGNATURE: _____

DATE: _____

THIS CHECKLIST SHALL BE INITIALED AND SIGNED WHERE INDICATED AND RETURNED WITH ALL DOCUMENTS.

PROPOSAL FORM

In consideration for any and all services which the vendor shall render to the Borough pursuant to this contract, the vendor shall charge the customer an administration fee of (choose option):

- FIXED RATE: \$ _____ per billable hour
- PERCENTAGE: _____ % per billable hour
- OTHER: Attached is detailed proposed fee schedule.

By signing below the proposer certifies that he/she is authorized to act on behalf of the company in responding to requests for proposal and agrees to abide by all requirements of the specifications.

FIRM/COMPANY NAME: _____

ADDRESS: _____

CITY: _____ **STATE:** _____ **ZIP:** _____

CONTACT PERSON : _____

SIGNATURE : _____ **DATE:** _____

PHONE : _____ **FAX:** _____

EMAIL ADDRESS: _____

FEDERAL IDENTIFICATION NO.: _____

THIS FORM MUST BE SIGNED AND RETURNED WITH ALL DOCUMENTS

NEW JERSEY BUSINESS REGISTRATION REQUIREMENTS

Mandatory Non-Construction Language

The contractor shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the contractor.

Before final payment on the contract is made by the contracting agency, the contractor 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 contractor 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 Sales 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 provided under a contract with a contracting agency.

Mandatory Construction Language

The contractor shall provide written notice to its subcontractors and suppliers of the responsibility to submit proof of business registration to the contractor. The requirement of proof of business registration extends down through all levels (tiers) of the project.

Before final payment on the contract is made by the contracting agency, the contractor 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 contractor 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 Sales 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 provided under a contract with a contracting agency.

EXHIBIT A
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 ET SEQ. (P.L. 1975, C. 127) AND N.J.A.C. 17:27
GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

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

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

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

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

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

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

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

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

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

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

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

AFFIRMATIVE ACTION COMPLIANCE NOTICE
N.J.S.A. 10:5-31 AND N.J.A.C. 17:27
GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

The successful proposer shall submit to the public agency and the State of New Jersey, Division of Purchase Property Contract Compliance Audit Unit EEO Monitoring Program (hereinafter the “Division”), after notification of award but prior to execution of a goods and services 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 (This approval letter is valid for one year from the date of issuance).

OR

(b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-1.1 et seq.

OR

(c) If you cannot provide Item (a) or (b) as indicated above, a photocopy of a completed initial Employee Information Report, Form AA-302 as submitted to the Division with the assigned fee.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours. It is not required to be submitted with the bid documents at the time of the bid opening.

The successful vendor(s) must submit the copies of the AA302 Report to the Division. The Public Agency copy is submitted to the public agency, and the Contractor 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 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.

COMPANY: _____

NAME: _____

TITLE: _____

SIGNATURE: _____

DATE: _____

**AMERICANS WITH DISABILITIES ACT OF 1990
EQUAL OPPORTUNITY FOR INDIVIDUALS WITH DISABILITY**

The contractor and the BOROUGH OF FANWOOD (hereafter the "Borough") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42U.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 Borough 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 Borough in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the Borough, 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 Borough's grievance procedure, the contractor agrees to abide by any decision of the Borough which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the Borough, or if the Borough 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 Borough 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 Borough or any of its agents, servants, and employees, the Borough shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the Borough or its representatives.

It is expressly agreed and understood that any approval by the Borough 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 Borough pursuant to this paragraph.

It is further agreed and understood that the Borough 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 Borough from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

NEW JERSEY ANTI-DISCRIMINATION PROVISIONS
N.J.S.A. 10:2-1 ET SEQ.

Pursuant to N.J.S.A. 10:2-1, if awarded a contract, the contractor agrees that:

- a. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates.
- b. No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;
- c. There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and
- d. This contract may be canceled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract.

STATEMENT OF OWNERSHIP DISCLOSURE
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 completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: _____

Organization Address: _____

Part I

Check the box that represents the type of business organization:

- Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- For-Profit Corporation (any type) Limited Liability Company (LLC)
- Partnership Limited Partnership Limited Liability Partnership (LLP)
- Other (be specific): _____

Part II

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. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

OR

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 no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity Home Address (for Individuals) or Business Address

Part III

DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a proposer has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person.

(Please attach additional sheets if more space is needed):

Website (URL) containing the last annual SEC (or foreign equivalent) filing Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II other than for any publicly traded parent entities referenced above. 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 pursuant to N.J.S.A.52:25-24.2 has been listed. Attach additional sheets if more space is needed.

Stockholder/Partner/Member and Corresponding Entity Listed in Part II

Home Address (for Individuals) or Business Address

Part IV CERTIFICATION

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the BOROUGH OF FANWOOD is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with Borough to notify the Borough in writing of any changes to the information contained herein; 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 am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the Borough to declare any contract(s) resulting from this certification void and unenforceable.

COMPANY: _____

NAME: _____

TITLE: _____

SIGNATURE: _____

DATE: _____

ADDENDUM ACKNOWLEDGEMENT

Pursuant to N.J.S.A. 40A:11-23(1)(a), the undersigned proposer hereby acknowledges receipt of the following notices, revisions, or addenda to the bid advertisement, specifications or RFP documents. By indicating date of receipt, proposer acknowledges the submitted proposal takes into account the provisions of the notice, revision or addendum. Note that the local unit's record of notice to proposers shall take precedence and that failure to include provisions of changes in a proposal may be subject for rejection of the proposal.

Addendum Number or Title of Addendum	How Received (Mail, fax, picked up)	Date Received
--------------------------------------	--	---------------

Acknowledgement by Authorized Representative:

PROPOSER: _____

COMPANY: _____

NAME: _____

TITLE: _____

SIGNATURE: _____

DATE: _____

NOTE: WHEN AN ADDENDUM IS ISSUED, THIS ACKNOWLEDGEMENT MUST BE ENCLOSED WITH THE PROPOSAL RESPONSE. FAILURE TO DO SO WILL RESULT IN PROPOSAL REJECTION.

NON-COLLUSION AFFIDAVIT

(Pursuant to N.J.S.A. 52:34-15)

I, _____ residing in _____
(Bidder's Authorized Representative's Name) (Municipality Name)

In the County of _____ and the State of _____, of
(County Name) (State Name)

full age, being duly sworn according to law on my oath depose and say that:

I am _____ of the firm of _____
(Bidder's Authorized Representative's Title) Company Name)

the bidder making the proposal for _____
(Bid Title)

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 BOROUGH OF FANWOOD 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:

COMPANY: _____

NAME: _____

TITLE: _____

SIGNATURE: _____

DATE: _____

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

NAME OF CONTRACTOR/PROPOSER: _____

**PART 1: CERTIFICATION CONTRACTORS/BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.
FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE.**

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 included in this certification and can also be found on the State of New Jersey, Department of Treasury, Division of Purchase and Property website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Contractors/Bidders must review this list prior to completing the below certification. **FAILURE TO COMPLETE THE CERTIFICATION WILL RENDER A CONTRACTOR'S/BIDDER'S PROPOSAL NON-RESPONSIVE.** If the Borough finds a person or entity to be in violation of law, it 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.

PLEASE CHECK THE APPROPRIATE BOX:

_____ I certify, pursuant to Public Law 2012, c. 25, that neither the contractor/bidder listed above nor any of the contractor's/bidder's parents, subsidiaries, or affiliates is listed 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 I am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification below.

OR

_____ I am unable to certify as above because the contractor/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 and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

NAME OF CONTRACTOR/PROPOSER: _____

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

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the requested information below. Please provide thorough answers to each question. If you need to make additional entries, provide the requested information on a separate sheet

Name _____ Relationship to Contractor/Bidder _____

Description of Activities

Duration of Engagement _____ Anticipated Cessation Date _____

Contractor/Bidder Contact Name _____ Contact Phone Number _____

Certification:

1. I am being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete.
2. I attest that I am authorized to execute this certification on behalf of the above referenced person or entity.
3. I acknowledge that the BOROUGH OF FANWOOD 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 Borough to notify the Borough in writing of any changes to the answers of information contained herein.
4. 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 BOROUGH OF FANWOOD and that the Borough at its option may declare any contract(s) resulting from this certification void and unenforceable.

COMPANY: _____

NAME: _____

TITLE: _____

SIGNATURE: _____

DATE: _____

Code of the
Borough of Fanwood,
Chapter 67,
Article II *et seq.*

The following Code does not display images or complicated formatting. Codes should be viewed online. This tool is only meant for editing. <https://ecode360.com/10616769>

**§ 67-31 Off-duty employment of police officers for police-related activities.
[Added 12-13-2005 by Ord. No. 05-23R]**

- A. Purpose. The Borough wishes to assist persons and entities by, under certain circumstances, allowing them to utilize the services of off-duty Borough police officers; authorizing outside employment of off-duty Borough police officers within Union County; and complying with various New Jersey Attorney General Opinions, including but not limited to Formal Opinion No. 23 and Formal Opinion No. 11, recommendations of the New Jersey Department of the Treasury, Division of Pensions, including but not limited to the Notices of August 1989 and February 1990, and the New Jersey Department of Community Affairs, Division of Local Government Services, including but not limited to Local Finance Notice CFO 2000-14. The Borough seeks to accomplish these purposes by establishing policies and procedures regarding the use of and compensation for said off-duty Borough police officers.
- B. Approval of employment.
- (1) Off-duty Borough police officers shall be permitted to perform on behalf of private employers, nonprofit entities, and/or Borough-related groups, police-related activities which are not prohibited by state law and/or regulation and/or Borough law ("police-related activities") only during each respective Borough police officer's off-duty hours and at such times as will not interfere with the efficient performance of regularly scheduled or emergency duty for the Borough as determined by the Chief of Police.
 - (2) An off-duty Borough police officer performing police-related activities shall be providing such services as if they were performing such police-related activities for the Borough and shall be subject to Police Department discipline and control in connection with their actions and/or inactions concerning the police-related activities.
 - (3) Any private person or entity, including any other municipality or governmental entity other than the Borough or its agencies, boards, etc. ("person"), wishing to have off-duty Borough police officers perform police-related activities shall first obtain approval of the Chief of Police, which approval shall be granted if in the Chief's opinion such police-related activities are not inconsistent with the Police Department's efficient functioning and good reputation, and would not unreasonably endanger or threaten the police officers performing such police-related activities.
 - (4) In the event that the Chief of Police approves a particular Police-related activity, the Chief or the Chief's designee shall post within the Police Department notice of the availability of such police-related activities.
 - (5) The Chief of Police shall also post a list of those activities which the Chief has determined shall not be considered police-related activities. The Chief of Police shall make all determinations regarding the method of designation of the off-duty officers, the number of continuous hours by which such off-duty officers are permitted to work in conjunction with their regular police duties, the impact that sickness of a police officer may have on selection of an off-duty police officer, and all related issues.
 - (6) Procedures set forth in this section shall apply even if the third party making the request is another municipality when making such a request on behalf of private person or entity.
- C. Requests for services.
- (1) All requests to the Borough for off-duty Borough police officers to perform police-related activities shall be submitted to the Chief in writing, on a form provided by the Borough and setting forth the following information:

- (a) Name, address, telephone number and fax number of the person or entity requesting that the police perform the police-related activity.
- (b) The date, time, and place that the police-related activity is to take place.
- (c) The number of Borough police officers requested.
- (d) The number of estimated hours for each Borough police officer requested (minimum of four hours).
- (e) A description of the police-related activity.
- (f) Whether a patrol car of the Borough is requested, with a patrol car being mandated for all traffic-related services, provided that such patrol car is available as determined by the Chief of Police or his designee. **[Amended 2-14-2006 by Ord. No. 06-02R]**
- (g) An acknowledgement by the person requesting the police-related activity that:
 - [1] The person is solely responsible for payment of the police-related activity requested and all applicable administrative fees.
 - [2] The person shall pay any and all legal fees, costs, and expenses, including but not limited to experts, court reporting services, etc., as well as costs of suit, incurred by the Borough in connection with any claim, suit and/or dispute arising out of the police-related activity, any suit for collection of any fees related to this section, and any suit to enforce the terms of this section.
 - [3] The person shall pay the Borough a late payment for each day that any balance on the payment is late, beginning on the 13th day after the police-related activity has been completed. The late payment fee shall be at the rate of 18% per annum or \$25 per day, whichever is greater.
 - [4] This section of the Borough Code has been read and the person agrees to its conditions and will comply with its provisions.
 - [5] The person shall indemnify, defend and hold harmless the Borough and its agents, officials and employees including but not limited to the off-duty Borough police officers performing the police-related activities and their superior Borough police officers (the "indemnified parties") against all claims, demands, actions, suits, causes of action, damages, liabilities, judgments, losses of any kind whatsoever, costs and expenses including, but not limited to, reasonable court costs and counsel fees occurring as a result of the employment of off-duty Borough police officers and regardless of whether the loss was due, in whole or in part, to the conduct of the off duty Borough police officer.
- (h) Acknowledgement by the Chief of Police that he has approved the request as required by § 67-31 of the Borough Code.
 - (2) The person shall carry comprehensive general liability and workers' compensation insurance. At the time the police-related activity is requested, the person requesting such activity shall attach to its written request a copy of its certificates of insurance for comprehensive general liability insurance and workers' compensation insurance, as well as evidencing that the Borough is a named additional insured on the comprehensive general liability insurance policy. The coverage limits for comprehensive general liability shall be no less than \$1,000,000 per occurrence.
 - (3) At the time that the request is made, the person shall pay the Borough for the off-duty Borough police officer's services at the rate of one and a half times a class A Patrolman's salary consistent with the most current contract for a minimum of eight hours ("hourly compensation"); except in the case of a person that is a nonprofit corporation or nonprofit association the minimum shall be two hours, or in the case of an event sponsored by the Borough at the hourly compensation rate of \$35 per hour for a minimum of two hours, and if the person is not a nonprofit corporation or association or the Borough and can reasonably demonstrate to the Chief of Police that the maximum time required is four hours or less, the minimum shall be four hours. In the event that the person cancels

the requested police-related activity prior to one-hour before the activity is to be performed, the Borough shall return the payment already made by the person to the Borough for the police-related activity less an additional \$20 cancellation fee. If the person requesting the services cancels the request less than one-hour prior to the service, then the person shall pay a cancellation fee equal to four hours, or two hours in the case of a nonprofit corporation, at the hourly rate described above. No cancellation fee shall be paid if the event is sponsored by the Borough. In the event that the amount of time required for the police-related activity is known at the time that the police-related activity is requested to exceed eight hours generally, four hours if the person has so demonstrated, or two hours in the case of a nonprofit corporation or association, the person shall pay the Borough for such additional time and for any differential based upon the salaries of the off-duty police officers performing the police-related activity when the police-related activity is requested. In the event that the amount of time exceeds the amount for which payment was received at the time the police-related activity was requested, payment of the balance shall be made as set forth below.

D. Rates of compensation; administrative fees; payment for services.

- (1) The hourly compensation is the rate that any off-duty police officer shall be paid for performing police-related activities. The person shall pay the Borough at the time the request is submitted pursuant to Subsection C(3) above.
- (2) A nonrefundable administrative fee of \$20 per off-duty Borough police officer per day is established to cover the Borough's costs, overhead, benefits for off-duty officers and out-of-pocket expenses and shall be paid by the person at the same time as all other payments are required to be made, i.e., when the request for the activity is made. If the event is cancelled, the administrative fee shall not be refunded and the person also shall be responsible for the cancellation fee referenced in Subsection C(3) above.
- (3) If a patrol car is requested by the person in connection with a police-related activity because the request for police-related activities involves traffic services, or the person requesting the off-duty Borough police officer to perform the police-related activity requests the services of a patrol car and the Chief of Police or the Chief's designee determine in his/her sole discretion that a patrol car is necessary due to the nature of the police-related activity, a flat administrative fee per patrol car for each eight-hour period shall be charged as follows: \$150 per eight-hour time block or any part thereof. **[Amended 4-20-2015 by Ord. No. 15-06R]**
- (4) All administrative fees, cancellation fees, and late fees paid by the person shall belong to the Borough.
- (5) Immediately upon completion of the police-related activity and at the site, the off-duty Borough police officer shall issue an invoice, on a form to be approved by the Chief of Police and the Borough Chief Financial Officer. In the event that the police-related activity extends beyond 30 days, the off-duty Borough police officer shall issue an interim invoice on the approved form on the 30th day. The form shall provide for the number of hours that the police-related activity was performed, the number of officers utilized as part of the police-related activity, the hourly rate charged for each such officer, the total fee for the police-related activities, the fee for the use of any patrol cars and all applicable administrative fees, less any payments previously made in accordance with this section. The person shall acknowledge receipt of the invoice, receipt of the services and the number of hours by signing a copy of the invoice and date when the acknowledgment was made. Any balance owed by the person to the Borough is due within 12 days of completion of the police-related activity but in no event later than 30 days from the date that the police-related activity commenced. The off-duty Borough police officer who transmits the invoice to the person shall transmit the original, signed invoice to the Borough's Chief Financial Officer within 48 hours of its execution by the person.
- (6) The Borough shall pay the off-duty Borough police officer in the manner provided by the Borough's current salary ordinance. The off-duty Borough police officer shall be compensated at the hourly compensation for the time that the police officer actually performs the police-related activity but in

no event less than four hours. The off-duty Borough police officer shall not be paid if the police-related activity is canceled by the person more than one-hour before the police-related activity is scheduled to commence. If the person requesting the police-related activity cancels the request less than one-hour prior to the service, the off-duty Borough police officer shall be paid for four hours at the hourly rate described above, except in the case of a nonprofit corporation, the off-duty police officer shall only be paid for two hours and, in the event that the police-related activity is sponsored by the Borough, the off-duty Borough police officer shall not be paid. The off-duty Borough police officer shall receive his/her pay for the police-related activity on the next regularly scheduled payday after the police-related activity has been performed so long as the police-related activity was completed or has been proceeding for 30 days as set forth in Subsection **D(5)** above, and a copy of the invoice is received by the Borough's Chief Financial Officer at least 10 business days before the next regularly scheduled payday.

- (7) In the event that a person requires the services of off-duty Borough police officer(s) on a regular and/or continuous basis, such person shall be required to maintain a minimum balance in an escrow fund with the Borough equal to the average amount paid for such off-duty Borough police officers based upon the average of the highest two consecutive months during the prior calendar year. The Borough will review such balance on a quarterly basis to determine whether the minimum balance should be adjusted or remain the same. In the event the balance is determined to be too high, the Borough shall return any excess to the person on a quarterly basis. Such person would not be entitled to any interest on such funds. In the event that the person's escrow fund is reduced to less than one month's estimated cost, such person shall be required to replenish the fund within 10 days of notification by the Borough.
- (8) The Borough shall, if required by law and at the Chief Financial Officer's determination, establish a dedicated fund for receipt of fees paid by persons and for payment of wages to off-duty Borough police officers for the police-related activities and payment to the Borough of all benefits described above, as well as all administrative fees.
- (9) No off-duty Borough police officer shall be assigned to perform and/or be allowed to perform any police-related activity under this section unless and until the Borough police officer acknowledges that the officer is performing the police-related activity in accordance with this section and consents to be so governed.
- (10) Notwithstanding anything contained in § **67-31C(3)** and/or § **67-31D** to the contrary, no utility subject to the jurisdiction of the New Jersey Board of Public Utilities, which utilizes off-duty police officers for traffic control pursuant to the Borough Code, shall make payments to the Borough at the times provided herein or be obligated to maintain a balance in an escrow account; provided that the utility pays all required fees and compensation under this section within 14 days of receipt of an invoice from the Borough reflecting such services. In the event any utility fails to make such payment two or more times in the same calendar year, this subsection shall no longer apply to that utility.