

**NOTE:** The Mercer County Improvement Authority will consider proposals only from firms or organizations that have demonstrated the capability and willingness to provide high quality services in the manner described in this Request for Proposal.



## REQUEST FOR PROPOSAL

### GENERAL COUNSEL

ISSUED

January 5, 2023

DUE

January 27, 2023

Issued by:

The Mercer County Improvement Authority

## GLOSSARY

The following definitions shall apply to and are used in this Request for Qualifications or Request for Proposal:

"MCIA" or "Authority" - refers to the Mercer County Improvement Authority.

"Qualification Statement" - refers to the complete responses to a RFQ submitted by the Respondents.

"Qualified Respondent" - refers to those Respondents who (in the sole judgment of the MCIA) have satisfied the qualification criteria set forth in a RFP.

"Proposal" - refers to a complete response to an RFP submitted by a Respondent.

"RFP" - refers to this Request for Proposal, including any amendments or supplements thereto.

"RFQ" - refers to this Request for Qualifications, including any amendments thereof or supplements thereto.

"Respondent" or "Respondents" - refers to the interested firm(s) that submit a Qualification Statement or Proposal

## **SECTION 1**

### **INTRODUCTION AND GENERAL INFORMATION**

#### **1.1 Introduction and Purpose**

The Mercer County Improvement Authority ("MCIA") has been created by a resolution of the Board of Chosen Freeholders of the County of Mercer (the "County") as a public body corporate and politic of the State of New Jersey, pursuant to, and in accordance with the County Improvement Authority Law, N.J.S.A. 40:37A-44, *et seq.*, and the acts amendatory thereof and supplemental thereto.

The MCIA is soliciting Proposals from interested firms for the provision of the professional services described herein. Through a Request for Proposal ("RFP") process described herein, firms interested in assisting the MCIA with the provision of such services must prepare and submit a Proposal in accordance with the procedure and schedule in this RFP. The MCIA will review only those Proposals that include all the information required to be included as described herein (in the sole judgment of the MCIA). The MCIA intends to qualify firm(s) that (a) possess the professional capabilities to provide the proposed services, and (b) will agree to work under the compensation terms and conditions determined by the MCIA to provide the greatest benefit to the taxpayers of Mercer County.

#### **1.2 Procurement Process and Schedule**

The MCIA is soliciting Proposals through a "fair and open process" in accordance with New Jersey Local Unit Pay to Play Legislation, N.J.S.A. 19:44A-20.4 *et seq.* and P.L. 2005 c. 271. The MCIA has structured a procurement process that seeks to obtain the desired results described above, while establishing a competitive process to assure that each firm is provided an opportunity to submit a Proposal in response to the RFP. Proposals will be evaluated in accordance with the criteria set forth in Section 2 of this RFP, which will be applied in the same manner to each Proposal received.

Proposals will be reviewed and evaluated by the MCIA and its appropriate staff and consultants (collectively, the "Review Team") to determine if the Respondent has met the minimum professional, administrative and financial areas described in this RFP. Under no circumstances will a member of the review team review responses to an RFP if they or their firm have submitted a response. Based upon the totality of the information contained in the Proposal, including information

about the reputation and experience of each Respondent, the MCIA will (in its sole judgment) determine which Respondents are qualified (from professional, administrative and financial standpoints). Each Respondent that meets the requirements of the RFP (in the sole judgment of the MCIA) will be designated as a Qualified Respondent and will be given the opportunity to participate in the selection process determined by the MCIA.

The RFP process commences with the issuance of this RFP. The steps involved in the process and the anticipated completion dates are set forth in Table 1, Procurement Schedule of the Supplement. The MCIA reserves the right to, among other things, amend, modify or alter the Procurement Schedule upon notice to all potential Respondents.

All communications concerning this RFP or the RFP process shall be directed to the MCIA's Designated Contact Person, in writing.

**Designated Contact Person:**

Carol Navarro, Purchasing Agent, QPA  
Mercer County Improvement Authority  
80 Hamilton Avenue, 2<sup>nd</sup> Floor  
Trenton, New Jersey 08611

**Responses to this RFP must be submitted to, and be received by, the MCIA, via mail or hand delivery, by 10:00 a.m. Prevailing Time on Due Date. Proposals not received by 10:00 a.m. on Due Date will be rejected. Responses will not be accepted by facsimile transmission or e-mail.**

Subsequent to issuance of this RFP, the MCIA (through the issuance of addenda to all firms that have received a copy of the RFP) may modify, supplement or amend the provisions of this RFP in order to respond to inquiries received from prospective Respondents or as otherwise deemed necessary or appropriate by (and in the sole judgment of) the MCIA.

**1.3 Conditions Applicable to RFP**

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

- All costs incurred by the Respondent in connection with responding to this RFP shall be borne solely by the Respondent.

- The MCIA reserves the right (in its sole judgment) to reject for any reason any and all responses and components thereof and to eliminate any and all Respondents responding to this RFP from further consideration for this procurement.
- The MCIA reserves the right (in its sole judgment) to reject any Respondent that submits incomplete responses to this RFP, or a Proposal that is not responsive to the requirements of this RFP.
- The MCIA reserves the right, without prior notice, to supplement, amend, or otherwise modify this RFP, or otherwise request additional information.
- All Proposals shall become the property of the MCIA and will not be returned.
- All Proposals will be made available to the public at the appropriate time, as determined by the MCIA (in the exercise of its sole discretion) in accordance with law.
- The MCIA may request Respondents to send representatives to the MCIA for interviews.
- Neither the MCIA, nor their respective staffs, consultants or advisors (including but not limited to the Review Team) shall be liable for any claims or damages resulting from the solicitation or preparation of the Proposal, nor will there be any reimbursement to Respondents for the cost of preparing and submitting a Proposal or for participating in this procurement process.
- Respondents are advised of the responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-20.13 (P.L. 2005, c.271, s.3) if the Respondent receives contracts in excess of \$50,000 from public entities in a calendar year. It is the Respondent's responsibility to determine if filing is necessary. Additional information on this requirement is available from ELEC at (888) 313-3532 or at [www.elec.state.nj.us](http://www.elec.state.nj.us).

#### **1.4 Rights of MCIA**

The MCIA reserves, holds and may exercise, at its sole discretion, the following rights and options with regard to this RFP and the procurement process in accordance with the provisions of applicable law:

- To determine that any Proposals received complies or fails to comply with the terms of this RFP.
- To supplement, amend or otherwise modify the RFP through issuance of addenda to all prospective Respondents who have received a copy of this RFP.
- To waive any technical non-conformance with the terms of this RFP.
- To change or alter the schedule for any events called for in this RFP upon the issuance of notice to all prospective Respondents who have received a copy of this RFP.
- To conduct investigations of any or all of the Respondents, as the MCIA deems necessary or convenient, to clarify the information provided as part of the Proposal and to request additional information to support the information included in any Proposal.
- To suspend or terminate the procurement process described in this RFP at any time (in its sole discretion.) If terminated, the MCIA may determine to commence a new procurement process or exercise any other rights provided under applicable law without any obligation to the Respondents.

The MCIA shall be under no obligation to complete all or any portion of the procurement process described in this RFP.

#### **1.5 Addenda or Amendments to RFP**

During the period provided for the preparation of responses to the RFP, the MCIA may issue addenda, amendments or answers to written inquiries. Those addenda will be noticed by the MCIA and will constitute a part of the RFP. All responses to the RFP shall be prepared with full consideration of the addenda issued prior to the proposal submission date.

## **1.6 Cost of Proposal Preparation**

Each Proposal and all information required to be submitted pursuant to the RFP shall be prepared at the sole cost and expense of the respondent. There shall be no claims whatsoever against the MCI A, its staff or consultants for reimbursement for the payment of costs or expenses incurred in the preparation of the Proposal or other information required by the RFP.

## **1.7 Proposal Format**

Responses should cover the information requested in Section 3, *infra*. Responses which in the judgment of the MCI A fail to meet the requirements of the RFP or which are in any way conditional, incomplete, obscure, contain additions or deletions from requested information, or contain errors may be rejected.

## **SECTION 2**

### **SCOPE OF SERVICES**

It is the intent of the MCIA to solicit Proposals from Respondents that have expertise in the provision of the services described in the Scope of Services. Firms responding to this RFP shall be able to demonstrate that they will have the continuing capabilities to perform these services.

**TABLE 1**

#### **ANTICIPATED PROCUREMENT SCHEDULE**

<b><u>ACTIVITY</u></b>	<b><u>DATE</u></b>
1. Issuance of Request for Proposal	January 5, 2023
2. Receipt of Responses	January 27, 2023
3. Completion of Evaluation of Responses	February 1, 2023
4. Consideration of Review Team Recommendations, Award of Contract	February 14, 2023

#### **Scope of Services**

##### **2.1 General Counsel**

- a. Perform General Counsel services as requested by the MCIA including representation of the MCIA in the prosecution, negotiation, and settlement of litigation;
- b. Attend regular, special and emergency meetings of the MCIA, if required;
- c. Attend all other meetings that the MCIA or its Executive Director deem necessary;
- d. Prepare legal opinions and legal memoranda requested by the MCIA or its Executive Director; and



e. Review correspondence referred by the MCIA or its Executive Director, and preparation of correspondence on behalf of the MCIA, if requested.

**2.2 Fees.** Respondents must be willing to provide General Counsel Services at a rate of \$175 per hour for attorneys (blended rate). Expenses such as overnight mail, faxes, copying, etc., shall be separately billed, itemized and supported by sufficient documentation.

a. Any services not included as part of any resulting contract scope of services must be approved and authorized by the MCIA before such work is initiated. The MCIA shall pay for such approved services, at the rate or cost agreed upon between the MCIA and respondent, and provided the respondent has provided a schedule of fees for additional services with this RFP.

**Note: All attorneys who will be performing legal services for the MCIA must be licensed to practice law in the State of New Jersey.**

## SECTION 3

### SUBMISSION REQUIREMENTS

#### 3.1 General Requirements

The Proposals submitted by the Respondent must meet or exceed the professional, administrative and financial qualifications set forth in this Section and shall incorporate the information requested below.

In addition to the information required as described below, a Respondent may submit supplemental information that it feels may be useful in evaluating its Proposal. Respondents are encouraged to be clear, factual, and concise in their presentation of information.

#### 3.2 Content and Form of Proposal Response

- a. Proposal Format. Proposal content and completeness will be important criteria in the evaluation process. In order to streamline the evaluation process and insure that all proposals are evaluated on an equal basis, it is required that proposals adhere to the standard format outlined below for presentation of the requested information.

<u>Section</u>	<u>Section Title</u>
1	Letter of Transmittal
2	Qualifications <ol style="list-style-type: none"><li>a. Experience of the Firm</li><li>b. Key Personnel</li></ol>
3	Legislative Compliance
4	Fee Proposal

- b. Proposal Content

- i. Letter of Transmittal (Section 1)

The Respondent must provide a Letter of Transmittal signed by the individual who is authorized to commit the firm to the Scope of Services of this RFP. This letter must incorporate the following:

- An acknowledgment of receipt of this RFP stating that it is understood that all conditions contained in this RFP may be incorporated into any resulting contract.
- A narrative statement of the Respondent's understanding of the MCIA's needs and goals.
- A statement that guarantees that the proposal is valid for 90 days from the date of receipt by the MCIA.
- A statement acknowledging that all information contained in the proposal is factual and accurate.
- A statement that the Respondent is in compliance with all applicable affirmative action regulations.
- A statement acknowledging that the individual signing the letter of transmittal has the authority to commit the firm to all the provisions contained in this RFP and the firm's corresponding proposal.

ii. Qualifications (Section 2)

(1) Experience of the Firm

The Respondent must demonstrate the experience and qualifications of the firm. Respondent must provide the following:

- Brief history of the firm; highlight the benefits the firm believes it can contribute to the MCIA.
- An explanation of fields of expertise.
- Any other information the Respondent deems pertinent and which demonstrates an ability to perform the requested services.

(2) Experience of Key Personnel

The Respondent must demonstrate the experience and qualifications of the firm and its professionals who will be

performing work for the MCIA. Therefore, Respondent shall provide the following:

- Resumes of the professionals who will be assigned and committed to the MCIA, identifying each professional's status in the firm, i.e., partner, associate, etc., and his or her applicable experience.
- A list of all immediate relatives of Principal(s) of Respondent who are MCIA employees or elected officials of the MCIA. For purposes of the above, "immediate relative" means a spouse, parent, stepparent, brother, sister, child, stepchild, direct-line aunt or uncle, grandparent, grandchild, and in-laws by reason of relation.
- Other information Respondent deems pertinent which demonstrates an ability to perform the requested services.

iii. Legislative Compliance (Section 3)

The Respondent must submit disclosures as follows:

A Certification of Political Contributions (Appendix A) according to Mercer County Ordinance No. 2004-14 This Ordinance, effective February 1, 2005, provides that all professional business entities seeking a contractual agreement on a no-bid basis with the County of Mercer or any of its boards, independent authorities or commissions are required to provide a sworn statement or certification that the professional business entity has not made a political contribution in violation of Section 1 of said Ordinance. (Appendix B)

Any disclosures required by New Jersey Local Unit Pay to Pay Legislation, N.J.S.A. 19:44A-20.4 *et seq.*, P.L. 2005, c. 271, and any other applicable State of New Jersey legislation.

iv. Fee Proposal (Section 4)

Identify the proposed fee for the provision of the services described in Section 2

A one time financing fee and annual fee (if any) must be included by the respondent.

## **SECTION 4**

### **INSTRUCTIONS TO RESPONDENTS**

#### **4.1 Submission of Proposals**

Respondents must submit one original and one copy with an electronic copy on CD in PDF format of their Proposal to the Designated Contact Person on the Due Date.

To be responsive, Proposals must provide all requested information, and must be in strict conformance with the instructions set forth herein. No e-mail transmission of the Proposal will be accepted. The MCIA must receive an actual CD. Original Proposals and all related information must be bound, and signed and acknowledged by the Respondent.

## **SECTION 5**

### **EVALUATION**

The MCIA's objective in soliciting Proposals is to enable it to select a firm or organization that will provide high quality and cost effective services to the MCIA. The MCIA will consider Proposals only from firms that, in the MCIA's judgment, have demonstrated the capability and willingness to provide high quality services to the citizens of the MCIA in the manner described in this RFP.

In evaluating Proposals the MCIA will consider which are the most advantageous for the MCIA and the residents of the County of Mercer. Among other things, the MCIA will consider:

1. Experience and reputation in the field;
2. Ability and availability to accommodate the professional needs of the MCIA;
3. Responsiveness to the Request for Proposal; and
4. Other factors determined to be in the best interest of the MCIA.

**Appendix A**

County of Mercer

Certifications of Political Contributions form

**COUNTY OF MERCER**  
**Certification of Political Contributions**  
(Effective February 1, 2005)

**Professional Business Entity:** \_\_\_\_\_

**Name and Position of Filing Officer:** \_\_\_\_\_

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

**City/State/Zip Code:** \_\_\_\_\_

**Mercer County Ordinance No. 2004-14** This Ordinance, effective February 1, 2005, provides that all professional business entities seeking a professional services contract on a no-bid basis with the County of Mercer or any of its boards, independent authorities or commissions are required to provide a sworn statement or certification that the professional business entity has not made and will not make a political contribution in violation of said Ordinance.

**Certification** I, the undersigned, certify that:

- (1) I have reviewed Mercer County Ordinance No. 2004-14 and understand the terms therein.
- (2) The following individuals and/or entities have not solicited a political contribution or made a political contribution in violation of the provisions set forth in Mercer County Ordinance No. 2004-14 (*No-Bid Professional Services Contracts*) in excess of the limits set forth in said Ordinance: (i) the professional business entity identified above; (ii) all principals who own or control 10% or more of the equity of the corporation, partnership or professional business entity including principals, partners and officers in the aggregate; (iii) any subsidiaries directly controlled by the professional business entity; and (iv) if the professional business entity is a natural person, that person's spouse and/or child, living at the same address.
- (3) I am duly authorized and empowered to make this certification on behalf of the professional business entity and those others referenced above.
- (4) The foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment including, but not limited to, the penalty terms set forth in Mercer County Ordinance No. 2004-14.

**By:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_



## **Appendix B**

County of Mercer Ordinance No. 2004-14, An Ordinance Amending the Administrative Code of Mercer County, New Jersey, Establishing a Prohibition on Awarding Professional Services Contracts to Certain Contributors to Political Campaigns (Amendment No. 9)

COUNTY OF MERCER, NEW JERSEY  
**ORDINANCE NO. 2004-14**

1<sup>st</sup> Reading..November..23,..2004....  
 2<sup>nd</sup> Reading..December..16,..2004....  
 Public Hearing...December..16,..2004

Date to County Executive..December..17, 2004

Date Returned.....

Date Adopted:  
 December 17, 2004

Date Resubmitted to Board.....

Approved as to Form and Legality

Effective:....February..1,..2005

*Joseph A. Crivley*  
 Deputy County Counsel

AN ORDINANCE AMENDING THE ADMINISTRATIVE  
 CODE OF MERCER COUNTY, NEW JERSEY,  
 ESTABLISHING A PROHIBITION ON AWARDING  
 PROFESSIONAL SERVICES CONTRACTS TO CERTAIN  
 CONTRIBUTORS TO POLITICAL CAMPAIGNS  
 (AMENDMENT NO. 9)

**WHEREAS**, the provisions of the New Jersey Local Public Contracts Law,  
N.J.S.A. 40A:11-1 et seq., permits the awarding of professional service contracts  
 without the requirement of public bidding; and,

RECORD OF VOTE													
First Reading							Second Reading						
FREEHOLDER	Aye	Nay	N.V.	Abs.	Res.	Sec.	FREEHOLDER	Aye	Nay	N.V.	Abs.	Res.	Sec.
Cannon	X						Cannon	X				✓	
Carabelli	X					✓	Carabelli	X					✓
Colavita	X				✓		Colavita	X					
Hamilton	X						Hamilton	X					
Mack				X			Mack	X					
Walter	X						Walter	X					
Muoio	X						Muoio	X					

X—Indicates Vote      Abs.—Absent      N.V.—Not Voting  
 Res.—Resolution Moved      Sec.—Resolution Seconded

Rejected   
 Approved   
 Reconsidered  
 By Board.....

By: *Ben...*

County Executive  
 Override    
 Vote      Aye      Nay

*Joseph M. Muoio*  
 President of the Board

*Terlene N. Werthly*  
 Clerk to the Board

## **ORDINANCE NO. 2004-14**

- 2 -

**WHEREAS**, it has become common for professional business entities to make political contributions to the election campaigns of county government elected officers having substantial influence or responsibility for the awarding of professional service contracts, or other contracts or agreements which are not subject to public bidding; and,

**WHEREAS**, pursuant to N.J.S.A. 40A:11-5 and N.J.S.A. 40:48-2, Counties have the right to establish rules and procedures for contracting with professional business entities; now, therefore,

**BE IT ORDAINED**, that the policy of the County of Mercer will be to set maximum amounts that a professional business entity may contribute to Mercer County political campaigns per year beyond which the professional business entity shall be deemed ineligible to receive a public professional service contract from the County of Mercer unless formal bids are received for such a contract.

# ORDINANCE NO. \_\_\_\_\_

- 3 -

## **Section 1: Prohibition on Awarding Public Contracts to Certain Contributors to Political Campaigns**

- (a) Any other provision of law to the contrary notwithstanding, the County or any of its purchasing agents or agencies or those of its boards, independent authorities and commissions, as the case may be, shall not enter into a professional service contract or otherwise contract to procure services with any professional business entity, if that entity has solicited or made any contribution of money, or pledge of a contribution, including in-kind contributions, directly or indirectly, to a campaign committee or fund of any candidate for holder of a public office within Mercer County government having substantial influence or responsibility for the award of contracts, or to any Municipal or County party committee, or to any political action committee (PAC) that is organized for the purpose of promoting or supporting Mercer County candidates or officeholders, in excess of the thresholds specified in subsection (d) within one calendar year immediately preceding the date of the contract or agreement.
  
- (b) No professional business entity which enters into negotiations for, or agrees to, any contract or agreement with the County or any department or agency thereof, or of its boards, independent authorities or commissions for the rendition of professional services or any other no-bid consulting, shall knowingly solicit or make any contribution of money, or pledge of a contribution, including in-kind contributions, directly or indirectly, to any Mercer County candidate or holder of public office having substantial influence or responsibility for the award of contracts, or to any Municipal or County party committee, or to any PAC that is organized for the purpose of promoting or supporting Mercer County candidates or County officeholders, between the time of first communications between that business entity and the County regarding a specific professional services agreement and the later of the termination of negotiations or the completion of the contract or agreement.

## **ORDINANCE NO. 2004-14**

- 4 -

- (c) For purposes of this Ordinance, a "professional business entity" seeking a public contract means an individual, including the individual's spouse, if any, and any child living at home, person, firm, corporation, professional corporation, partnership, organization, joint venture, limited liability company, association or other legal entity. The definition of a business entity includes all principals who own 10% or more of the equity in the corporation or business trust, partners, and officers in the aggregate employed by the entity as well as any subsidiaries directly controlled by the business entity.
  
- (d) Any individual meeting the definition of "professional business entity" under this section may annually contribute a maximum of \$400.00 each for any purpose to any candidate for County Executive, Freeholder, County Clerk, Sheriff and Surrogate, or \$400.00 to a Municipal or County party committee, or to a PAC referenced in this Ordinance, without violating subsection (b) of this section. However, any group of individuals meeting the definition of "professional business entity" under this section, including such principals, partners, and officers of the entity in the aggregate, may not annually contribute for any purpose in excess of \$2,500.00 to all Mercer County candidates and officeholders having substantial influence or responsibility for the award of contracts, and all Municipal or County party committees and PACs referenced in this Ordinance combined, without violating subsection (b) of this section.
  
- (e) For purposes of this section, the holder of a public office having substantial influence or responsibility for the award of any public contract shall be:

## ORDINANCE NO. 2004-14

- 5 -

- (1) The Mercer County Board of Chosen Freeholders, if the contract requires approval or appropriation from the Board of Freeholders;
  - (2) The Mercer County Executive, if the contract requires approval of the County Executive, or if a public officer who is responsible for the award of a contract is appointed by the County Executive; and,
  - (3) The Mercer County Sheriff, Surrogate and County Clerk, who may make recommendations for the award of a contract for a particular professional business entity.
- (a) "Professional Services" shall have the same meaning as set forth in the Local Public Contracts Act, N.J.S.A. 40A:11-1 et seq.
- (b) The limitations set forth in (d) shall not apply in the event the subject contract is offered to the lowest responsible, qualified bidder after public advertising for bids and quotes, pursuant to the provisions of the competitive contracting requirement of the Local Public Contract Act, N.J.S.A. 40A:11-1 et seq.

# **ORDINANCE NO. 2004-14**

- 6 -

## **Section 2: Contributions Made Prior to the Effective Date**

No contribution of money or any other thing of value, including in-kind contributions, directly or indirectly, made by a professional business entity to any candidate for County Executive, Freeholder, County Clerk, Sheriff or Surrogate, or Municipal or County party committee or PAC referenced in this Ordinance shall be deemed a violation of this section, nor shall an agreement for property, goods, or services, of any kind whatsoever, be disqualified thereby, if that contribution was made by the professional business entity prior to the effective date of this section.

## **Section 3: Contribution Statement by Professional Business Entity**

- (a) Prior to awarding any contract or agreement to procure services, including banking or insurance coverage services, with any professional business entity, the County or any of its purchasing agents or agencies, boards, independent authorities or commissions, as the case may be, shall receive a sworn statement or certification from the professional business entity made under penalty of perjury that the bidder or offer has not made a contribution in violation of Section 1 of this Ordinance.
- (b) The professional business entity shall have a continuing duty to report any violations of this Ordinance to the office of the Mercer County Inspector General that may occur during the negotiation or duration of a contract. The sworn statement or certification required under this subsection shall be made prior to entry into the contract or agreement with the County and shall be in addition to any other sworn statements or certifications that may be required by any other provision of law.

## **ORDINANCE NO. 2004-14**

- 7 -

### **Section 4: Return of Excess Contributions:**

- (a) A professional business entity may cure a violation of Section 1 of this Ordinance if, within 30 days after the general election, the professional business entity notifies the Clerk to the Board of Freeholders in writing and seeks and receives reimbursement of a contribution from the County candidate, or Municipal or County party committee, or PAC referenced in this Ordinance.
  
- (b) A County candidate or officeholder or Municipal or County party committee or PAC referenced in this Ordinance may cure a violation of section 1 of this Ordinance if, within 30 days after the general election, the County candidate or officeholder, or Municipal or County party committee, or PAC notifies the Clerk to the Board of Freeholders in writing and makes reimbursement of the contribution from the business entity referenced in this Ordinance.

### **Section 5: Penalty**

- (a) All Mercer County professional service agreements shall provide that it shall be a breach of the terms of the government contract for a professional business entity as defined in Section 1(c) to violate Section 1(b), or to knowingly conceal or misrepresent contributions given or received, or to make or solicit contributions through intermediaries for the purpose of concealing or misrepresenting the source of the contribution.



# **ORDINANCE NO. 2004-14**

- 8 -

- (b) Any professional business entity as defined in Section 1(c) who knowingly fails to reveal a contribution made in violation of this Ordinance, or who knowingly makes or solicits contributions through intermediaries for the purpose of concealing or misrepresenting the source of the contribution, shall be disqualified from eligibility for future Mercer County contracts for a period of four calendar years from the date of the violation.

## **Section 6: Severability and Effectiveness Clause**

If any sentence, paragraph or section of this Ordinance, or the application thereof to any persons or circumstances shall be adjudged by a Court of competent jurisdiction to be invalid, or if by legislative action any sentence, paragraph or section of this Ordinance shall lose its force and effect, such judgment or action shall not affect, impair or void the remainder of this Ordinance.

## **Section 7: Effective Date**

This Ordinance shall become effective on February 1, 2005. The Office of the Mercer County Inspector General is hereby charged with the implementation of this Ordinance by the effective date.

## EXHIBIT A

### *MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE*

N.J.S.A. 10:5-31 et seq. (P.L.1975, c.127)

N.J.A.C. 17:27-1.1 et seq.

### **GOODS, GENERAL SERVICES, AND PROFESSIONAL SERVICES CONTRACTS**

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

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

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

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

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

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

## EXHIBIT A (Cont.)

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

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

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

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

Letter of Federal Affirmative Action Plan Approval;

Certificate of Employee Information Report; or

Employee Information Report Form AA-302 (electronically provided by the Division through the Division's website at: [http://www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance).)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

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(Company Name)

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(Signature)

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(Date)