

BOROUGH OF FREEHOLD

REQUEST FOR PROPOSAL

ADMINISTRATION OF OFF-DUTY POLICE DETAILS

BOROUGH OF FREEHOLD

NEW JERSEY

PROPOSALS TO BE RECEIVED

Friday, October 16, 2020

ADVERTISEMENT

BOROUGH OF FREEHOLD

RFP #20-02

REQUEST FOR PROPOSAL

ADMINISTRATION OF OFF-DUTY POLICE DETAILS

The Borough of Freehold, Monmouth County, New Jersey, hereby requests the submission of proposals qualified service providers to provide complete administration of all extra duty police details, including requests for service, scheduling work, payroll, invoicing, financing accounts payable and collecting payments. Details are fully described in the specifications.

Specifications are available at the Borough web site FreeholdBoroughNJ.gov, or in the Borough Clerk's Office located at 51 W. Main Street, Freehold, NJ 07728 between the hours of 9:00 AM and 3:00 PM, daily, except Saturday, Sundays and Holidays.

Proposers are required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C.17:21-1 et seq.

Should you have an interest in submitting a proposal, please submit to: Borough of Freehold, Traci DiBenedetto, RMC, Borough Clerk, 51 West Main Street, Freehold, NJ 07728

Three (3) copies of Proposals must be submitted no later than: Friday, October 16, 2020, 11:00 AM

ADMINISTRATION OF OFF-DUTY POLICE DETAILS

PURPOSE:

The Borough of Freehold, New Jersey Police Department is requesting proposals from qualified service providers to provide complete administration of all extra duty police details, including requests for service, scheduling work, payroll, invoicing, financing accounts payable and collecting payments.

TERM: The term on the contract awarded shall be for one year, with up to two additional years.

OVERVIEW:

The Contractor will handle extra duty officer service requests, schedule approved officers, manage details for officers and complete all other administrative aspects of the program. Additionally, the Contractor will provide timely payment to the borough.

Contractor will provide the administrative services for management of the program, invoices to customers and regular reports to be used by the Borough of Freehold for analysis of extra duties provided by Police Officers.

SCOPE OF WORK:

1. Contractor will provide complete administration of extra duty police details, including requests for service, scheduling work, payroll, invoicing, financing accounts payable, collecting payments, and completing weekly/monthly reports.
2. Contractor will provide the administration personnel to handle the administration of extra duty details. This administration includes, but is not limited to, handling all requests for service, scheduling details, invoicing and collection payment from customers, providing payment to officers through the Borough of Freehold payrolling process, prompt and timely remission to the borough of all funds required to make payroll, and completing all necessary and associated reporting. Contractor must supply at least one primary and at least one secondary extra duty coordinator for engaging with customer over the phone. In the event no extra duty coordinator is available to field an incoming customer call, the customer will be presented with on-call messaging of wait times and call back/voicemail options. Contractor must field all incoming off-duty queries and requests from customers including providing a local or toll-free number for such. Customer inquiries for extra duty must be answered 24/7.

3. Contractor will provide a technology infrastructure which has the capability to perform the following tasks: communicating detail opportunities to officers, awarding detail opportunities, the ability for customers to submit detail requests online, input for the generation and documentation of invoices to Customers, and the collection and documentation of payments made to the Customers.
4. Contractor will provide management reports specifying hours worked by location, customer and officer by pre-specified time period.
5. Contractor will remit payment for details worked to the Borough of Freehold upon the close of each and every pay period for all details worked during that period, regardless of when Contractor collects payment from Customers.
6. Contractor will administer the program in accordance with the Borough of Freehold policies and the Borough of Freehold Police Department policies and collective bargaining agreements. This contract is in accordance with these policies and provides no substantive change in the manner in which extra duty details are distributed to officers.

SCHEDULING:

The Borough of Freehold will provide a list of approved officers and guidelines for the approval of customers and details. The Chief of Police retains the absolute right to amend or modify such list or guidelines in accordance with the current collective bargaining agreements and chief's discretion.

The Borough of Freehold will provide the Contractor rules and regulations related to the manner in which the officers should be scheduled. Police Officers shall not engage in extra-duty employment that interferes, conflicts with, or brings discredit to the Freehold Police department or is managed outside of the extra duty program specified within the document.

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

1. Officers to view open details and their schedule details either from a laptop, tablet, desk top or mobile device.
2. Reminder online outreaches to Officers regarding details they have signed up for.
3. Individual detailed-level check-in and check-out capture in an online, documented manner.
4. Extra duty detail reporting including but not limited to: calendar format scheduling details summarized by the time period, customer, Officer, or detail type.
5. Extra duty details, or side jobs, shall be awarded from an established list, containing the names of all Officers interested in working extra duty assignments. The list will be developed and based on the standards,

policies of the Freehold Borough Police Department.

On site training and periodic refreshers on how to use the scheduling and management infrastructure must be provided to the officers.

Ensure Police Officers are not scheduled for extra-duty employment that requires them to:

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

PAYMENT PROCESSING:

The contractor will run a reports that captures all of the hours submitted by the officer and verified by the customer.

The Borough of Freehold will provide the Contractor with a list of approved officers for this Program, and a list of approved users and guidelines for this work as amended from time to time.

BILLING:

The Contractor may require advanced payment by customers who are deemed legitimate credit risks or choose to invoice customers on a weekly basis.

Contractor will finance any float and may charge associated finance fees to customers desiring credit in an amount agreed upon with the Borough of Freehold.

Contractor is responsible for all invoice collection and accepts all credit risk.

REPORTS:

The contractor will provide the following reports to the Borough of Freehold each pay period.

1. Invoice register
2. Officer reports – hours worked, location and Customer.

CHARGES AND PAYMENTS:

For the management, services receivable financing and for police officers' service each week, the Contractor will charge the Customer an hourly rate on all extra duty details.

The rate may be increased, no more than annually upon mutual agreement between the Contractor and the Borough of Freehold.

ADDITIONAL REQUIREMENTS

1. Vendor must be able to utilize the Borough of Freehold assignment process
2. Vendor must be able to apply different rates for different details.
3. Vendor must report all detail activity for each payroll period within one business day of the close of each payroll period.
4. Funding for all officer pay, borough admin fee and police vehicle fees must be initiated the same day the payroll file is sent.
5. Vendor must report on outside agency officers working on Borough of Freehold details to the Chief of Police or their designee and coordinate officer Payments directly with each outside agency.
6. Vendor must have at least two operation centers located on separate power grids within which customer calls are answered by vendor account reps.
7. Vendor must provide customers (utility crew foremen) with reports showing their details ensuring foremen are aware of who is working where.
8. Vendor must coordinate the organization and submission of utility vouchers to utility companies for any vouchers which are provided by the Borough once vouchers have been sent to the vendor from the Freehold Borough Police Department.
9. Vendor must split certain details between officers so as to ensure no officers works more than the allowed total hours per day or per week for extra duty work.
10. Vendor must provide reporting each Monday showing all detail hours broken down by officer from 0000 Sunday to 2359 Saturday.
11. Vendor must have successfully completed a SOC type 2 audit and provide a confirmation letter from the auditing firm.
12. Please provide at least 5 references for agencies which the vendor is performing full extra duty program administration including handling all vendor interaction, communicating details to and scheduling officers, paying the municipality for all detail work at the close of every payroll period and handling all invoicing and collections.

GENERAL:

Neither the Borough of Freehold nor the Contractor will be responsible for acts of God (hurricanes, floods, etc.) or items beyond their control (power failures, etc.); however, both the Borough of Borough and the Contractor will make every effort in an urgent manner to correct the problem and difficulties caused by such acts.

REVIEW:

The Contractor will permit the Borough of Freehold to review, at any time, all work performed under the terms of Agreement at any stage of the work.

BOOKS AND RECORD:

The Contractor will maintain or cause to be maintained all records, books, or other documents relative to date and time of job assignments, name of police officers assigned to jobs, all billing invoices, extra duty business contracts and any permits that are affiliated with the job and supplied to the contractor.

PROPOSAL INSTRUCTIONS

LETTER OF TRANSMITTAL

Briefly state the proposer's understanding of the work to be done and make a positive commitment to perform the work on a timely basis. State the fee for the engagement.

Profile of Proposer (Please number subsections 1 to 8 to correspond to the items below)

1. Indicate whether you are local, regional, national or international in the scope of your practice.
2. Indicate the address of your home office.
3. Indicate your experience in providing administrative services, including customer service, scheduling, billing, collections, payroll, and administrative services management.
4. Provide samples of the reports that will be provided to the Borough of Freehold and a description of the hardware and software that will be used for this engagement.
5. Identify the key individuals who will be assigned to the Borough of Freehold's engagement. Describe their roles and provide a brief description of their professional experience in administration services management. Also describe any aspects of your service offering for which you use sub-contractors or outside labor.
6. Please provide at least five (5) references from police departments for which you administer the extra duty program as defined within the Scope of Work section of this RFP.
7. Please provide any additional information that you believe will assist the Borough of Freehold in making its selection.
8. Please provide the fee details for this service, including the fee to be charged to the customer.

FEE:

Indicate your proposal fee for this engagement. Your stated fee should be all-inclusive and structured via an hourly administrative fee added to each detail hour worked. Your fee should be proposed for each of the next (1) one year with an option for two (2) additional years. Fee should include all out of pocket expenses.

OTHER INFORMATION:

Provide any information that you believe will assist the Borough of Freehold in making its selection. Such information may be in this section of the proposal or may be present in one or more appendices.

PROPOSAL SELECTION CRITERIA:

Written proposal will be evaluated on the basis of the following criteria:

Understanding the Engagement (35%)

- Demonstration of the full understanding of the work to be performed.
- Ability of the service provider to provide constructive recommendations to the Borough of Freehold during the RFP process.

Qualifications and Experience of Proposer (50%)

- Experience and expertise of personnel for the Borough of Freehold engagement.
- The service provider's experience and expertise in administrative services management.

Proposed Fee (15%)

- Total fee for this engagement stated as an hourly administrative fee added to each detail worked, which included out of pocket expenses.

The Borough of Freehold reserves the right to reject any and/or all proposals submitted, to request information from any vendor and to negotiate with any of the vendors regarding the terms of the engagement. The Borough of Freehold intends to select the vendor that, in its opinion, best meets the Borough's needs, not necessarily the vendor that proposes the lowest fees.

Once the contract is awarded to the extra duty vendor, the system must be up and running within six weeks. This includes the training of their employees in the procedures and hiring of Officers for extra duty work and the officers in how to use the system. The Freehold Borough Police department will supply a list to the contractor of all existing vendors and it will be the obligation of the contractor to contract all vendors.

NON-COLLUSION AFFIDAVIT

STATE OF _____

SS

COUNTY OF _____

I, _____ of

_(Name)

in the County of _____ and the State of _____ of full age,

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

I am _____, a _

(Name)

(Title, Position, etc.)

in the firm of _____ the bidder making

the proposal to the Borough of Freehold for work under _____. (Proposal) and that I executed the said Proposal with full Authority to do so; 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

(Name of Owner)

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 commission, percentage brokerage, or contingent fee, except Bona Fide employees of the Contractor, and as may be permitted by law.

(Also type or print name of affiant under signature).

Subscribed and Sworn to before me this _____ day of _____, 201__.

Notary Public of
My Commission Expires _____

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

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 or sex. Except with respect to affectional or sexual orientation, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting for the 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 or sex.

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

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

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with 17:27-5.2 or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age,

creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions. In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation 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:

- a. Letter of Federal Affirmative
Action Plan Approval Certificate
of Employee Information Report
Employee Information Report
Form AA302
2. The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance and EEO as may be requested by the Division 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 Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

Signature,

Title

Date

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

The contractor and the Borough of Freehold (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans with Disabilities Act of 1990 (the "Act") (42 U.S.C. S121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim, If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the **owner shall** expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Signature, Title & Date

STOCKHOLDER DISCLOSURE CERTIFICATION

This Statement Shall Be Included with Submission

NAME OF BUSINESS _____

Check one:

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

OR

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

Check the box that represents the type of business organization:

- Partnership Corporation Sole Proprietorship
 Limited Partnership Limited Liability Corporation Limited Liability
 Partnership Subchapter Corporation Non-Profit Corporation

This form shall be completed and signed. Failure to submit the required information is cause for automatic rejection.

Stockholders:

Name: _____

Name: _____

Home Address: _____

Home Address: _____

Name: _____

Name: _____

Home Address: _____

Home Address: _____

Signature _____ Date: _____

Printed Name & Title: _____

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Proposer: _____

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. If the Director finds a person or entity to be in violation of the principles which are the subject of this law, s/he 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 person or entity.

I certify, pursuant to Public Law 2012, c. 25, that the person or entity listed above for which I am authorized to submit a proposal is not providing goods or services of \$20,000,000 or more in the energy sector of Iran, including a person or entity that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran,

AND is not a financial institution that extends \$20,000,000 or more in credit to another person or entity, for 45 days or more, if that person or entity will use the credit to provide goods or services in the energy sector in Iran.

In the event that a person or entity is unable to make the above certification because it or one of its parents, subsidiaries, or affiliates has engaged in the above-referenced activities, a detailed, accurate and precise description of the activities must be provided in part 2 below under penalty of perjury. 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.

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN IF UNABLE TO CERTIFY ABOVE

You must provide a detailed, accurate and precise description of the activities of the proposer, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the information below:

Name: _____ Relationship to Proposer: _____

Description of Activities: _____

Duration of Engagement: _____ Anticipated Cessation Date: _____

Proposer Contact Name: _____ Contact Phone Number: _____

Certification: I, 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. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the municipality 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 municipality to notify the municipality in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the municipality and that the municipality at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name: _____ Signature: _____

Title: _____ Date: _____

Borough of Freehold
PAY-TO PLAY
ORDINANCE 2.140.010

Chapter 2.140 PAY-TO-PLAY

Sections:

- 2.140.010 Definitions.
- 2.140.020 Prohibition on awarding public contracts to certain contributors.
- 2.140.030 Contributions made prior to the effective date.
- 2.140.040 Contract renewal.
- 2.140.050 Contribution statement by business entity.
- 2.140.060 Return of excess contributions.
- 2.140.070 Exemptions.
- 2.140.080 Penalty.

2.140.010 Definitions.

As used in this chapter:

A. "Campaign committee" means:

1. Every candidate for Freehold Borough elective municipal office;
2. Every candidate committee established by or for the benefit of a candidate for Freehold Borough elective municipal office;
3. Every joint candidate committee established in whole or in part by or for the benefit of a candidate for Freehold Borough elective municipal office;
4. Every political party committee of Freehold Borough. The terms in the foregoing paragraphs have the meaning prescribed in N.J.A.C. 19:25-1.7.

B. "Contribution" has the meaning prescribed in N.J.A.C. 19:25-1.7. By way of illustration, and not limitation, this definition includes pledges, loans, and in-kind contributions.

C. "Contract for professional or extraordinary services" means all contracts for "professional services" and "extraordinary unspecifiable services" as such term is used in N.J.S.A. 40A:11-5.

D. "Business entity" whose contributions are regulated by this chapter means:

1. An individual including the individual's spouse, and any child/children;
2. A firm; corporation; professional corporation; partnership; limited liability company; organization; association; and any other manner and kind of business entity;
3. Any person who owns ten (10) percent or more of the equity or ownership or income interests in a person or entity as defined in subsections 1. and 2. above and their spouses and child/children;

4. All partners or officers of such an entity, in the aggregate, and their spouses and child/children;
5. Any person, subcontractor, subsidiary, corporation, firm, partnership, limited liability company, organization or association who has received or indefeasibly acquired the right to receive, from a person described in subparagraph 1. above, more than one hundred thousand dollars (\$100,000.00) in compensation or income of any kind (including, by way of illustration, and not limitation: wages, salaries, sums paid to independent contractors, benefits, dividends, profit-sharing, pension contributions, deferred contributions, stock, stock options or gifts), in any twelve-month period prior to the award of, or during the term of, a contract subject to this chapter; and
6. All persons who are an "affiliate" of a business entity as defined in subsections 1., 2. and 5. above, as such term is used in 11 U.S.C. 101(2). (Ord. No. 2013/14, § 1, 10-7-13)

2.140.020 Prohibition on awarding public contracts to certain contributors.

A. To the extent that it is not inconsistent with state or federal law, the Borough of Freehold and any of its departments, instrumentalities or purchasing agents shall not enter into any agreement or otherwise contract to procure "professional services" as such term is defined at N.J.S.A. 40A:11-2(6) and used at N.J.S.A. 40A:11-5(1)(a)(i) and/or banking, insurance or other consulting service (hereinafter "professional services"), nor "extraordinary unspecified services" as such term is defined at N.J.S.A. 40A:11-2(7) and used at N.J.S.A. 40A:11-5(1)(a)(ii) and/or media, public relations, lobbying, parking garage management or other consulting and/or management service (hereinafter "extraordinary unspecified services") from any business entity if such business entity has solicited or made any contribution to:

1. A candidate, candidate committee or joint candidate's committee of any candidate for elective municipal office in Freehold Borough or a holder of public office having ultimate responsibility for the award of a contract, or

2. To any Freehold Borough political committee or political party committee, in excess of the thresholds specified herein within one calendar year immediately preceding the date of the contract or agreement.

B. No business entity who submits a proposal for, enters into negotiations for, or agrees to any contract or agreement with the Freehold Borough or any of its departments or instrumentalities, for the rendition of professional services or extraordinary unspecified services shall knowingly solicit or make any contribution, to (i) a candidate, candidate committee or joint candidates committee of any candidate for elective municipal office in Freehold Borough or a holder of public office having ultimate responsibility for the award of a contract, between the time of first communication between that business entity and the municipality regarding a specific agreement for professional services or extraordinary unspecified services, and the later of the termination of

negotiations or rejection of any proposal, or the completion of the performance or specified time period of that contract or agreement.

C. The monetary thresholds of this chapter are: (i) a maximum of two hundred fifty dollars (\$250.00) per calendar year each for any purpose to any candidate or candidate committee for mayor or governing body, or five hundred dollars (\$500.00) per calendar year to any joint candidate's committee for mayor or governing body, or two hundred fifty dollars (\$250.00) per calendar year to a political committee or political party committee of the Freehold Borough. However, for each business entity party to a contract for professional or extraordinary unspecified services as defined in subparagraph A., or engaged in negotiations for a contract defined in subparagraph A., when such business entity's contribution is aggregated with all "persons" defined in subparagraph D. of [Section 2.140.010] definitions above, by virtue of their affiliation to that business entity party, a maximum of two thousand five hundred dollars (\$2,500.00) to all Freehold Borough candidates, candidate committees, joint candidate committees, and holders of public office having ultimate responsibility for the award of a contract, all political committees and political party committees as described herein combined, without violating subsection A. of this section.

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

1. The Freehold Borough Mayor or governing body, if the contract requires approval or appropriation from the mayor or governing body, or
2. The Mayor of Freehold Borough if the contract requires approval of the mayor, or if a public officer who is responsible for the award of a contract is appointed by the mayor.

E. Rules Regarding Subcontractors. No person may be awarded a subcontract to perform under a contract subject to this chapter, if the subcontractor would be disqualified by paragraph A. from receiving the contract at the time that the subcontract is awarded. Nor may any person who would be disqualified by paragraph A. from receiving the contract perform substantially all of [the] obligations described in a contract for professional or extraordinary services that is subject to this chapter.

2.140.030 Contributions made prior to the effective date.

No contribution or solicitation of contributions made prior to the effective date of this chapter shall be deemed to give rise to a violation of this chapter.

2.140.040 Contract renewal.

No contract subject to this chapter may be renewed, extended, or materially modified unless the resulting renewal, extension, or modification would be allowable under the provisions of this chapter if it were an initial contract.

2.140.050 Contribution statement by business entity.

A. Prior to awarding any contract or agreement to procure professional services or extraordinary unspecified services from any business entity, Freehold Borough or its purchasing agents and departments, as the case may be, shall receive a sworn statement from said business entity which is the intended recipient of said contract that he/she/it has not made a contribution in violation of Section 2.140.010 of this chapter. Freehold Borough, its purchasing agents and departments shall be responsible for informing the mayor and council that the aforementioned sworn statement has been received and that the business entity is not in violation of this chapter, prior to awarding the contract or agreement.

B. A business entity shall have a continuing duty to report to Freehold Borough any contributions that constitute a violation of this act that are made during the negotiation, proposal process or the duration of a contract. Freehold Borough, its purchasing agents and departments shall be responsible for informing the governing body within ten (10) business days after receipt of said report from the business entity, or at the next meeting of the governing body following receipt of said report from the business entity, or whichever comes first.

C. The certification required under this subsection shall be made prior to entry into the contract or agreement with the Freehold Borough or prior to the provision of services or goods, as the case may be, and shall be in addition to any other certifications that may be required by any other provision of law.

2.140.060 Return of excess contributions.

A business entity that is a party to a contract for professional services or extraordinary unspecified services may cure a violation of Section 2.140.010 of this chapter, if, within thirty (30) days after the date on which the applicable ELEC report is published, said business entity notifies the municipality in writing and seeks and receives reimbursement of the contribution from the recipient of such contribution.

2.140.070 Exemptions.

The contribution limitations prior to entering into a contract in Section 2.140.010A. do not apply to contracts which:

A. Are awarded to the lowest responsible bidder after public advertising for bids and bidding therefor within the meaning of N.J.S.A. 40A:11-4, or

B. Are awarded in the case of emergency under N.J.S.A. 40A:11-6. There is no exemption for contracts awarded pursuant to a "fair and open process" under N.J.S.A. 19:44A-20 et seq.

2.140.080 Penalty.

A. It shall be a material breach of the terms of a Freehold Borough agreement or contract for professional services or extraordinary unspecified services when a business entity that is a party to such agreement or contract has:

1. Made or solicited a contribution in violation of this chapter;
2. Knowingly concealed or misrepresented a contribution given or received;
3. Made or solicited contributions through intermediaries for the purpose of concealing or misrepresenting the source of the contribution;
4. Made or solicited any contribution on the condition or with the agreement that it will be recontributed to a candidate, candidate committee or joint candidate's committee of any candidate for elective municipal office in Freehold Borough or a holder of public office having ultimate responsibility for the award of a contract, or any Freehold Borough;
5. Engaged or employed a lobbyist or consultant with the intent or understanding that such lobbyist or consultant would make or solicit any contribution, which if made or solicited by the professional business entity itself, would subject that entity to the restrictions of this chapter;
6. Funded contributions made by third parties, including consultants, attorneys, family members, and employees;
7. Engaged in any exchange of contributions to circumvent the intent of this chapter; or
8. Directly or indirectly, through or by any other person or means, done any act which if done directly would subject that entity to the restrictions of this chapter.

B. Furthermore, any business entity that violates subsections 2.140.080.A.1—8. shall be disqualified from eligibility for future Freehold Borough contracts for a period of four calendar years from the date of the violation.

C. Any person who knowingly, purposely, or recklessly violates any provision of this chapter, or who conspires with another person to violate any provision of this chapter, or who, with the purpose of promoting or facilitating a violation of this chapter, solicits another person to commit it, or aids or agrees, or attempts to aid another person in planning or committing it, shall be subject to punishment including fines and/or imprisonment as fixed by law for violations of the ordinances of Freehold Borough.

CERTIFICATION

By signature below, the proposer hereby certifies that the firm is and will remain in compliance with the Borough's Pay-to-Play Ordinance for the duration of any contract that might be awarded -- #2.140.010 Regulating the Award of Contracts.

Date

Signature & Title