REQUEST FOR PROPOSAL

PROFESSIONAL SERVICES CONTRACTS
TO BE AWARDED BY ESTABLISHED QUALIFICATION CRITERIA FOR

ATTORNEYS INTERESTED IN SERVING AS "SUBSTITUTE/CONFLICT PUBLIC DEFENDER(S)" FOR THE TOWNSHIP OF CHERRY HILL FOR THE REMAINDER OF THE 2026 CALENDAR YEAR

Notice is hereby given that sealed proposals addressed to Patti Chacker, Township Clerk, will be received up to **11:00 A.M. prevailing time on March 10, 2026** at which time they will be opened and read by the Purchasing Agent of the Township of Cherry Hill, at the Municipal Building, 820 Mercer Street, Room 102, Cherry Hill, New Jersey.

Proposal Forms, Instructions to Bidders, Specifications and other Bidding documents may be reviewed and obtained by downloading from the Cherry Hill Township Purchasing website http://www.chnj.gov/bids.aspx .

Directions to download documents - Purchasing website click on bid specialty and bid title. At bottom left side of description click "View Documents" and register. After registering, you may download documents from bottom left side of page. Please be accurate in completing the registration details. This information will ensure receipt of any/all addenda, if issued.

Pursuant to N.J.S.A. 40A:11-23c, addenda may be issued for proposals.

It is the sole responsibility of the person submitting the bid to be knowledgeable of all addenda related to this procurement. If bidders obtain a Bid/RFP/RFQ from the website, it is the responsibility of the person submitting the bid to check prior to the bid opening to see if addenda have been issued. Copies of addenda or notice of same will be made available on the Township website and will be emailed to all registered bidders.

The Township of Cherry Hill is soliciting proposals through a fair and open process in accordance with N.J.S.A. 19:44A-20.5 et seq., P.L. 2004, Chapter 19 (as amended by P.L. 2005, c.51), Resolutions 2006-1-51 and 2008-10-10. Cherry Hill Township is soliciting Requests for Proposal/Statements of Qualification for applicants for professional service position appointments. Any vendor which enters into a contract or agreement with the Township of Cherry Hill or any department or agency thereof shall file a disclosure statement identifying all reportable contributions required to be reported pursuant to N.J.S.A. 19:44A-1, et seq.

Responses to the above referenced professional attorney position should address the general criteria and mandatory minimum criteria. All responses will be reviewed as required by law.

One (1) or more additional Substitute/Conflict Public Defenders will be awarded. Appointments shall be for the remainder of the calendar year of 2026. Price and other factors considered.

The applicant/proposer shall submit one (1) original proposal with original signatures marked "ORIGINAL" and should submit one (1) complete and exact copy of the original marked "COPY" and should submit an electronic copy on a flash drive.

As used herein, the term Township shall include all Cherry Hill Township Departments, Boards, Commissions and affiliated agencies including but not limited to, the Cherry Hill Public Library.

The Township Council reserves the right to reject all proposals pursuant to N.J.S.A. 40A:11-13.2 (Rejection of Bids) and to waive such minor informalities as may be permitted by law.

Bidders are required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1 et seq., Affirmative Action requirements.

Bidders are also required to comply with N.J.S.A. 19:44A-20.5 et seq., P.L. 2004, Chapter 19 (as amended by P.L. 2005, c.51).

By order of the Township Council
Patti Chacker, RMC
Township Clerk
Published: February 17, 2026

1. INTRODUCTION

The Township of Cherry Hill (hereinafter the "Township") is soliciting proposals from qualified individuals interested in performing the duties and functions for the enclosed specialties and intends to award a professional services contract for the defined scope of work in accordance with N.J.S.A. 19:44A-20.5 et seq. (Fair and Open process).

2. ADMINISTRATIVE CONDITIONS AND REQUIREMENTS

The following items express the administrative conditions and requirements of this RFP/RFQ. Together with the other RFP/RFQ sections, they will apply to the RFP/RFQ process, the subsequent contract and project production. Any proposed change, modification or exception to these conditions and requirements may be the basis for the Township to determine the proposal as non-responsive to the RFP/RFQ and will be a factor in the determination of an award of a contract. The contents of the proposal of the successful Bidder(s), as accepted by the Township, will become part of any contract awarded as a result of this RFP/RFQ.

2.1 Proposal Submission Information

Submission Date and Time: March 10, 2026, 11:00 A.M. prevailing time.

The Bidder shall submit one (1) original proposal with original signatures marked "ORIGINAL" and one (1) complete and exact copy of the original marked "COPY" and should submit an electronic copy on a flash drive.

Submission Office:

Township of Cherry Hill
Patti Chacker, Township Clerk
820 Mercer Street, Room 107
Cherry Hill, New Jersey 08002

Sealed bids addressed to Patti Chacker, Township Clerk, Room 107 will be received up to 11:00 a.m. prevailing time on March 10, 2026 which time they will be publicly opened and read by the Purchasing Agent of the Township of Cherry Hill, at the Municipal Building, 820 Mercer Street, Room 102, Cherry Hill, New Jersey.

Clearly mark the submittal package with the title of this RFP/RFQ and the name of the responding firm, addressed to the Township Clerk.

The original proposal shall be marked to distinguish it from the copy. Only those RFP/RFQ responses received prior to or on the submission date and time as specified on the Notice to Bidders will be considered. Any submission(s) received after the specified time and location will be returned unopened. Responses delivered before the submission date and time specified above may be withdrawn upon written application of the Bidder who shall be required to produce evidence showing that the individual is or represents the principal or principals involved in the proposal. After the submission date and time specified, responses must remain firm for a period of sixty (60) days.

2.2 Township Representative for this Solicitation

Please direct all questions in writing to:
Alvina Plodizyn, Purchasing Agent (QPA)
Township of Cherry Hill
820 Mercer Street, Room 102
Cherry Hill, New Jersey 08002

Voice: 856 488-7848
Email: aplodizyn@chnj.gov

It is recommended that all questions emailed be followed up with a telephone call to ensure receipt of question(s)

2.3 Interpretations and Addenda

Bidders are expected to examine the RFP/RFQ with care and observe all its requirements. All questions about the meaning or intent of this RFP/RFQ, all interpretations and clarifications considered necessary by the Township's representative in response to such comments and questions will be issued by Addenda. Only comments and questions responded to by formal written Addenda will be binding. **Questions may be emailed to aplodizyn@chnj.gov . In order to be given consideration, written requests for interpretation must be received no later than February 24, 2026, 10:00 a.m. It is recommended that questions emailed should be followed up with a telephone call to 856-488-7848 or 856-432-8733 to ensure receipt of all questions.** Oral interpretations, statements or clarifications are without legal effect. It is the sole responsibility of the person submitting the bid to be knowledgeable of all addenda related to this procurement. If bidders download a Bid/RFP/RFQ from the website, it is the responsibility of the person submitting the bid to check prior to the bid opening to see if addenda have been issued. Copies of addenda or notice of same will be made available on the Township website and will be emailed to all registered professionals. Bidders registered with the Purchasing Department (which occurs when specifications are downloaded) will automatically receive copies of addenda. It is imperative to accurately complete the registration form on the website to ensure receipt of any/all addenda.

2.4 Assign, Sublet or Transfer Any Rights/Interests

Neither the Township nor the Bidder 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 any 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 any party other than the Township and the Contractor.

2.5 Cost Liability and Additional Costs

The Township assumes no responsibility and liability for costs incurred by the Bidders prior to the issuance of an agreement. The liability of the Township shall be limited to the terms and conditions of the contract. Bidders will assume responsibility for all costs not stated in their proposals. All unit rates either stated in the proposal or used as a basis for its pricing are required to be all-inclusive. Additional charges, unless incurred for additional work performed by request of the Township, are not to be billed and will not be paid.

2.6 Statutory and Other Requirements

a. Compliance with Laws

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

b. Mandatory EEO/Affirmative Action Compliance

No firm shall be issued a contract unless it complies with the EEO/Affirmative Action requirements of P. L. 1975, C. 127 and N.J.A.C. 17:27 et seq as identified in the documents attached hereto. The form shall be properly executed.

c. Americans with Disabilities Act of 1990

Discrimination on the basis of disability in contracting for the delivery of services is prohibited. Bidders 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 Bidder is obligated to comply with the Act and hold the Township harmless.

d. Statement of Ownership

N.J.S.A. 52:25-24.2 provides that no business organization, regardless of form of ownership shall be awarded any contract for the performance of any work or the furnishing of any goods and services, including construction bids, unless, prior to the receipt of the bid or accompanying the bid of said business organization, bidders shall submit a statement setting forth the names and addresses of all persons and entities that own ten percent or more of its stock or interest of any type at all levels of ownership. The disclosure shall be continued until names and addresses of every non-corporate stockholder, and individual partner, and member, exceeding the ten percent ownership, has been listed. Disclosure must also be provided for individual stockholders who own more than 10 percent, if the business is owned by a publicly owned corporation. In this case, disclosure is met by providing a web link or reference to a US Security Exchange Commission (or similar foreign regulator for a non-US corporation) ownership filing statement. ***Mandatory/statutory item. This form must be completed in its entirety, signed, and included with bid submission.***

e. Non-Collusion Affidavit

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

f. N.J. Business Registration Certificate

Certificate required pursuant to C57, PL2004. Failure to submit certificate by contract

award will be cause for rejection. Entities or individuals that need to file for a certificate may do so on-line through the NJ Division of Local Government Services at the following link: http://www.state.nj.us/treasury/revenue/busregcert.shtml .

The New Jersey State Contractor Business Registration Program to local government contracts requires any "Business Organization" (meaning individual, partnership, association, joint stock company, trust, corporation, or other legal business entity or successor thereof) to submit a copy of their Business Registration Certificate when submitting a bid or proposal OR prior to award. ***BRC MUST have been issued prior to receipt of bids pursuant to P.L. 2009, c.315 (A-557/S2366)***

FAILURE TO DO SO IS A FATAL DEFECT THAT CANNOT BE CURED

GOODS AND SERVICES CONTRACTS: N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that knowingly provide goods or perform services for a contractor fulfilling this contract:
1. the contractor shall provide written notice to its subcontractors to submit proof of business registration to the contractor;
2. prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors or attest that none was used;
3. during the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, 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 into this State.

A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of $25 for each day of violation, not to exceed $50,000 for each business registration not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements is available by calling (609) 292-9292.

EITHER CERTIFICATE IS ACCEPTABLE

g. Investment in Iran and Certification of Prohibited Activities in Russia or Belarus

IRAN: Pursuant to P.L. 2012 c.25 prohibited state and local public contracts with persons or entities engaging in certain investment activities in energy of financial sectors of Iran.

RUSSIA/BELARUS: Pursuant to N.J.S.A. 40A:11-2.2, when a contract is awarded, renewed, amended, or extended, a contracting unit shall now 1) require a vendor or contractor to certify, using the Treasury vendor certification as a template, that the vendor or contractor is no identified on the OFAC list due to activity related to Russia and/or Belarus.

Pursuant to N.J.S.A. 40A:11-2.1 the owner is required to notify the New Jersey Attorney General if it determines a false certification has been submitted.

h. "Pay to Play" – Notice of Disclosure Requirement – P.L. 2005, Chapter 271, Section 3 Reporting (N.J.S.A. 19:44A – 20.27)

(1) Any business entity that has received $50,000 or more in contracts from government entities in a calendar year is required to file an annual disclosure report with ELEC. The instructions and forms are available on the ELEC website.
(2) Annual Disclosures require submission by March 30th of each year covering contracts and contributions for the prior calendar year.
(3) At a minimum, a list of all business entities that file an annual disclosure report will be listed on ELEC's website at www.elec.state.nj.us.
(4) If you have any questions please contact ELEC at: 1-888-313-ELEC (3532) (toll free in NJ) or 609-292-8700

i. Insurance and Indemnification

The Bidder shall maintain during the life of the contract, insurance policies of the type and with the minimum limits indicated below and in a form satisfactory to the Township. The Consultant shall provide a certified copy of the policies and/or certificates of insurance satisfactory to the municipality prior to commencement of work.

a. Insurance Requirements – The Attorney shall purchase and maintain throughout the term of this Agreement the minimum coverages set forth in the RFP. Upon execution of this Agreement, proof of said insurance shall be supplied.

Professional Liability

Attorney shall provide the Township of Cherry Hill with a Certificate of Insurance evidencing professional liability and/or malpractice insurance with minimum limits of $1,000,000.00 combined single limit.

b. Certificate of the Required Insurance

Certificates as listed above shall be submitted, along with the contract as evidence covering Professional Liability as stated above. Such coverage shall be with acceptable insurance companies operating on an admitted basis in the State of New Jersey and shall name the Township of Cherry Hill as an additional insured.

c. Indemnification

a. Attorney will indemnify and hold harmless the Township of Cherry Hill from all claims and damages or costs of every name and description to which the Township may be subjected or put by reason of injury to the person or property of another, or the property of the Township, resulting from negligent acts or omissions on the part of the Attorney, the Attorney's agents, servants or subcontractors in the delivery of materials and supplies, or in the performance of the work under this Agreement.

k. Proof of Licensure

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

l. Public Emergency

In the event of a Public Emergency declared at the Local, State or Federal Level, if the Township opts to extend terms and conditions of this RFP/RFQ, the Bidder agrees to extend the terms and conditions of this RFP/RFQ, 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 Bidder cannot meet this requirement, the Township may solicit the goods and/or services from any Bidder on this contract.

m. 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.

n. Failure to Enter Contract

Should the Bidder, to whom the contract is awarded, fail to enter into a contract within twenty-one (21) days, Sundays and holidays excepted, the Township may then, at its option, accept the proposal of another Bidder.

o. Commencement of Work

The Bidder agrees to commence work at adoption and passage of awarding Resolution.

p. Termination of Contract

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

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

q. Non-Allocation of Funding Termination

Each calendar year payment obligation of the Township is conditioned upon the availability of Township 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 Bidder hereunder, whether in whole or in part, the Township at the end of any particular calendar year may terminate such services. The Township will notify the Bidder 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 Township to

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

r. Challenge of Specifications

Any Bidder 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/RFQ's. Challenges filed after that time shall be considered void and having no impact on the Township or the award of contract.

s. Payment

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.

Payment will be made within sixty (60) days or less provided the Bidder returns signed purchase order with original signature and original invoice within specified time period.

t. Non-payment of Penalties and Interest on Overdue Bills

Public funds may be used to pay only for goods delivered or services rendered. The Township 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 Township to pay additional fees.

u. Availability of Funds

Pursuant to statutory requirements, any contract resulting from this bid shall be subject to the availability and appropriation of sufficient funds annually

v. Ownership of Material

The Township shall retain all of its rights and interest in any and all documents and property both hard copy and digital furnished by the Township to the Bidder for the purpose of assisting the Bidder in the performance of this contract. All such items shall be returned immediately to the Township 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 Township, be disclosed to others or used by the Bidder or permitted by the Bidder 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 Township pursuant to this contract shall belong exclusively to the Township. All data, reports, computerized information, programs and materials related to this project shall be delivered to and become the property of the Township upon completion of the project. The Bidder 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 Township. All information supplied to the Township may be required to be supplied on CD-ROM media compatible with the Township's computer operating system, windows

based, Microsoft Office Suite 2007 or greater.

w. Altering Official Document

Bidders shall not write in any margins or alter the official content of Township's document.

x. W-9

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

y. Best Practices

The awarded attorney(s) will adhere to the best practices described in the Office of the Comptroller's Report of June 25, 2013 on municipal legal services.

2.7 Representations

The Bidder hereby represents as follows:

1. The Bidder is financially solvent, able to pay its debts as they become due and possessed of sufficient working capital to complete the services required and perform its obligations under this Agreement.
2. The Bidder is able to furnish the workplace, tools, materials, supplies, equipment and labor necessary to complete the Services and perform all of its obligations under the Contractual Documents, and has sufficient experience and competence to do so.
3. The Bidder is authorized to do business in the State of New Jersey and is properly licensed by all necessary governmental and public and quasi-public authorities having jurisdiction over the Bidder and the Services it will be performing.
4. The Bidder's execution of and performance under this Agreement are within its duly authorized powers.
5. The Bidder certifies that it has satisfied itself, from its own investigation, of the conditions to be met, and that it fully understands its obligations and agrees that it will not make any Claim for, or have right to, cancellation or relief from the Contractual Documents without penalty because of its misunderstanding or lack of information.
6. The Bidder certifies that all representations made by it in any of the Contractual Documents are true, subject to penalty of law. The Bidder understands and agrees that its knowing or intentional violation of any statute or regulation related to public contracts and/or its misrepresentation or concealment of any material fact may be cause for termination of this Agreement. The Bidder understands and agrees that the Bidder's violation of any statute or regulation related to public contracts and/or its misrepresentation or concealment of any material fact shall serve as a legal bar to the Bidder's enforcement of its rights under the Contractual Documents, including any and all Claims at law or equity.
7. The Bidder and any firm it has subcontracted has provided to the Authority proof of valid business registration with the Division of Revenue of the New Jersey Department of the Treasury, pursuant to L. 2001, c. 134, as set forth in Appendix E, and the Bidder shall not enter into any subcontract with a firm that has not provided it and the Authority with proof of such valid business registration. *State of New Jersey Business Registration Certificate MUST be received by the Township prior to award of contract and* ***MUST*** *have been issued prior to bid opening date/time pursuant to P.L. 2009, c.315 (A-557/S2399).*

THE TOWNSHIP OF CHERRY HILL REQUESTS PROPOSALS FROM ATTORNEYS INTERESTED IN SERVING AS "SUBSTITUTE/CONFLICT PUBLIC DEFENDER(S)" FOR THE TOWNSHIP OF CHERRY HILL FOR THE REMAINDER OF THE 2026 CALENDAR YEAR

Introduction

Pursuant to the Fair and Open Process described under N.J.S.A. 19:44A-1, et seq., the Township of Cherry Hill ("Township") seeks proposals in response to this Request for Proposals ("RFP") from attorneys licensed to practice law in the State of New Jersey that wish to be appointed Substitute/Conflict Public Defender for the Township for a contract period for the remainder of the 2026 calendar year. All candidates are required to comply with N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq. as amended. (Affirmative Action attached hereto). The successful attorney(s) must have significant experience in Municipal Court. The successful attorney among his/her other duties may be requested to do any or all of the following:

SUBSTITUTE/CONFLICT PUBLIC DEFENDER

1. Represent, as needed, when the public defender is unavailable and/or if a conflict exists, any defendant charged with an offense in the Municipal Court who is an indigent defendant entitled to representation pursuant to P.L. 1997, c.256 (N.J.S.A. 2B:24-1 et seq.);

2. Appear before the Municipal Court on behalf of defendants as assigned by the Municipal Court and/or the Municipal Court Judge; and

3. Any other matters as directed by the Municipal Court or Township Municipal Attorney.

4. The vendor shall provide monthly billing invoices that include an itemization of the vendor's appearances in Cherry Hill Township municipal court that identifies the dates of appearance and the public defender client assignments represented on such dates. Monthly invoices should also itemize the per diem rate due from each session.

The Township of Cherry Hill is seeking to appoint one (1) or more additional Substitute/Conflict Municipal Public Defenders. Except as otherwise specifically noted, both the Substitute/Conflict Municipal Public Defenders may be collectively referred to as "Public Defenders."

Compensation:

The Municipal Public Defender shall be paid $600.00 per session. Substitute/Conflict Municipal Public Defender(s) shall be paid at the Municipal Public Defender rate when substituting for the Municipal Public Defender for an entire session. Otherwise, Substitute/Conflict Municipal Defender(s) shall be paid at a rate of $150.00 per defendant per session, not to exceed $600.00 for more than four (4) defendants per

session, where appointed to represent a defendant due to a conflict of the Municipal Public Defender.

In addition to the compensation noted above, and only with prior approval by the Township Municipal Attorney, the Township may also authorize compensation for additional sessions attended by any of the Public Defenders and/or other special and necessary work required for the Public Defenders to properly administer their duties, at an hourly rate of $140.00, as itemized and submitted to the Township Municipal Attorney for further review and approval.

Sessions:

Public Defenders are to be available one (1) day per week – every Tuesday, Wednesday or Thursday from 8:30 a.m. to 12:00 noon. There may also be an additional session reserved for incarcerated defendants required once per month during the above indicated days/times. The sessions could run later for trials.

Respondents to this RFP are required to state their availability to appear in Cherry Hill Township municipal court for regular appearances during the above days/times.

Each candidate shall submit proof of business registration with the New Jersey Division of Taxation (P.L. 2004, C.57) prior to the award of contract but preferably with their proposal, and must comply with the Affirmative Action requirements contained at N.J.A.C. 17:27 *et seq*. (See Exhibit A attached hereto).

Proposers are advised that the contract with the successful proposer will permit the Township to make payments to the successful proposer for approved services in accordance with, and within the time permitted by, the law governing prompt payment of public contracts for the purchase of goods and services.

Professional Information and Qualifications

Copies of these standardized submission requirements and selection criteria are on file and available from the Office of Purchasing, Room 102 and/or may be downloaded from the Cherry Hill Township Purchasing website https://www.chnj.gov/bids.aspx

Each interested attorney shall submit the following information:

1. Name of attorney/firm;

2. Address of principal place of business and all attorneys or firm's offices and corresponding telephone and fax numbers. Please note specifically which attorney will be assigned to the position of public defender;

3. Areas of Practice;

4. Description of attorneys' education, experience, qualifications, number of years with the present law firm and a description of their experience with the position of public defender similar to those described above;

5. Description listing the attorneys' availability to appear in Cherry Hill Township municipal court Tuesdays, Wednesdays and/or Thursdays from 8:30 a.m. to 12:00 noon when court is in session.

6. Experience related to representation of clients in Municipal Court in New Jersey and criminal law practice;

7. At least four (4) references, three (3) of which must have knowledge of your practice in municipal court;

8. The firm's ability to provide the services in a timely fashion (including staffing, familiarity and location of key staff);

9. Statement of Ownership Disclosure (form provided) – ***MANDATORY WITH BID SUBMISSION***

10. Disclosure of Iran Investment Activities and Certification of Non-Involvement in Prohibited Activities in Russia or Belarus (forms provided);

11. Business Registration Certificate (prior to the award of contract but preferably with the proposal) – ***BRC must have been issued on/or before proposal submission date;***

12. Statement, see attached, executed by a corporate officer, member, partner or sole proprietor certifying that there are no prior or pending ethics complaints against them or their company; and

13. The successful proposer must comply with the requirements set forth in the Mandatory Equal Employment Opportunity language included herewith.

Evaluation Criteria

The criteria considered in the evaluation of each proposal follows. The arrangement of the criteria is not meant to imply order of importance in the selection process. All criteria will be used to select the successful Bidder.

1. **Understanding of the Requested Work**
   - Completeness & responsiveness to the RFP/RFQ
   - Compliance with instructions & requests
   - Demonstrates clear understanding of Scope of Work

2. **Knowledge and Technical Competence**
   - Education & training of employees
   - Suitability to perform the required tasks

3. **Management, Experience and Personnel Qualifications**
   - Project management team & their qualifications
   - Additional resources available
   - Record of reliability & quality of service
   - Experience performing similar work

Interpretations and Addenda

Bidders are expected to examine the RFP/RFQ with care and observe all its requirements. All questions about the meaning or intent of this proposal, interpretations and clarifications considered necessary by the Township's representative in response to such comments and questions will be issued by Addenda. Only comments and questions responded to by formal written Addenda will be binding. Questions may be emails to the Purchasing Department aplodizyn@chnj.gov. In order to be given consideration, written requests must be received no later than February 24, 2026, 10:00 a.m. It is recommended that any questions emailed should be followed up with a telephone call to 856-488-7848 OR 856-432-8733 to ensure receipt of all questions.

Submission Requirements

Sealed proposals will be publicly opened by the Purchasing Agent in Room 102, 820 Mercer Street, Cherry Hill, NJ 08002 at 11:00 a.m. on March 10, 2026, prevailing time. The sealed proposal must be received no later than 11:00 a.m. on March 10, 2026 by: Patti Chacker, Township Clerk, 820 Mercer Street, Room 107, Cherry Hill, NJ 08002

Any submission(s) received after the specified time and location will be return unopened. Responses delivered before the submission date and time specified above may be withdrawn upon written application of the Bidder who shall be required to produce evidence showing that the individual is or represents the principal or principals involved in the proposal. After the submission date and time specified above, responses must remain firm for a period of sixty (60) days.

The Professional shall submit one (1) original proposal with original signatures and should submit one (1) complete and exact copy of the original and should submit an electronic copy on a flash drive for each bid.

The undersigned hereby declares that they have carefully examined the requirements of the specifications contained herein and propose that if awarded the bid, he/she agrees to the fee as outlined in the Scope of Work and will provide services as specified by the Specifications.

SIGNATURE:_____

NAME PRINTED:_____

FIRM:_____

ADDRESS:_____

_____

PHONE:_____ FAX:_____

EMAIL:_____ DATE:_____

CONFLICT OF INTEREST
Indicate and disclose below any potential conflicts of interest that the Professional may have in performing these services for the Township of Cherry Hill.

Conflict of Interest Yes_____ No_____
If answered "yes", please explain below or on separate sheet(s)

_____

_____

_____

STATEMENT CONCERNING ETHICS COMPLAINTS

I, _____, of full age and to the best of my knowledge and belief, as of the date of this Certification, hereby certify as follows:

1. I am the_____ in connection with the firm, entity, partnership, sole proprietorship which entity is submitting this proposal to the Township of Cherry Hill.

2. I am aware of no prior or pending ethics complaints against myself or any firm or entity.

I hereby certify that 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.

Dated:_____ By: _____Print Name: _____

Evaluation, Review and Selection Process

Proposals to Remain Subject to Acceptance

RFP/RFQ responses shall remain open for a period of sixty (60) calendar days from the stated submittal date. The owner will either award the Contract within the applicable time period or reject all proposals. The owner may extend the decision to award or reject all proposals beyond the sixty (60) calendar days when the proposals of any respondents who consent thereto may, at the request of the owner, be held for consideration for such longer period as may be agreed.

Rejection of Proposals

The owner reserves the right to reject any or all proposals, or to reject any proposals if the evidence submitted by, or investigation of such respondent fails to satisfy the owner that such respondent is properly qualified to carry out the obligations of the RFP/RFQ and to complete the work contemplated therein. The owner reserves the right to waive any minor informality in the RFP/RFQ. In the event that all proposals are rejected, the Township reserves the right to start the process over from the beginning and re-solicit proposals.

If No Proposals Are Received

If no proposals are received after conducting the Fair and Open Process, the Committee will make a recommendation for the appointment of a professional to the governing body as permitted in N.J.S.A. 40A:11-6.1(a)(b). Notwithstanding the above, all professionals receiving awards based on this sub-section must comply with the limitations on contributions per Pay to Play.

Evaluation Process

An evaluation team will review all proposals to determine if they satisfy the Proposal Requirements, determine if a proposal should be rejected and evaluate the proposals based upon the Selection Criteria. The highest-ranking respondent(s) will then be recommended to the governing body for award of contract, based on price and other factors.

Award

The Township reserves the right to conduct an interview or interviews with the prospective professional to discuss the scope of the professional services as outlined in the Bidder's submission.

Term of Contract: Remainder of Calendar year 2026.

The Professional Services Committee will select the vendor deemed most advantageous to the Township, price and other factors considered. The Professional Services Committee's selection is subject to governing body for approval. The Bidder agrees to commence work at adoption and passage of awarding Resolution by the governing body.

All awards are subject to availability of funds.

Notice of Award

The successful respondent will be notified of the award of contract upon a favorable decision by the governing body.

Payment

Payment will be made after a properly executed Township voucher has been received and formally approved on the voucher list by the Township Council at its subsequent regular meeting. The voucher will be certified correct by the department/division head who received the goods or services. Payment will be made within sixty (60) days or less provided the vendor returns signed purchase order with original signature and original invoice within specified time period.

Open Public Records Act (OPRA)

All documents/information, except for OPRA's Exemptions from Disclosure, submitted in response to this solicitation shall be available to the general public as required by the New Jersey Open Public Records Act N.J.S.A. 47:1A-1 et seq.

Any information deemed proprietary or confidential by vendor MUST be disclosed as such to the Township. If not properly disclosed as proprietary or confidential information, said information will be made available to the general public as required by the New Jersey Open Public Records Act.

Please refer to the New Jersey Open Public Records Act N.J.S.A. 47:1A-1 et seq. for a list of exceptions under the law.

TOWNSHIP OF CHERRY HILL
BID DOCUMENT CHECKLIST

FAILURE TO SUBMIT ANY OF THE THREE (3) "CHECKED" ITEMS (N.J.S.A. 40a:11-23.2) WILL RESULT IN REJECTION OF YOUR BID

Required with Bid		**Read, Signed & Submitted Bidder's initial**
_√_	Statement of Ownership Disclosure – *completed in entirety* - ***Statutory***	_____
_√_	Acknowledgement of Receipt of Addenda (complete enclosed form AND enclose signed copies of any/all Addenda with bid submission) – **Statutory**	_____
_√_	Proposal Acknowledge Page to provide services specified in specifications *completed AND signed*	_____

The following checklist is for your reference only and is strictly to guide vendors with required documentation; however, it may not include all specification requirements and does not relieve the bidder of the need to read and comply with the specifications.

_√_ Non-Collusion Affidavit
_√_ Required Evidence EEO/Affirmative Action Regulations Certificate of Questionnaire
_√_ Certificate of Insurance naming Owner as additionally insured (from awarded vendor with executed contracts)
_√_ License(s) and/or Certification(s) if required by the specifications
_√_ Past and present public entities represented
_√_ Office Location
_√_ State of New Jersey Business Registration Certificate -with bid submission OR prior to award
_√_ Flash Drive with PDF of Bid Response along with Printed Copied (reference Notice to Bidders)
_√_ Disclosure of Investment Activities in Iran (complete in entirety & sign)
_√_ Certification of Non-Involvement In Prohibited Activities In Russia Or Belarus
_√_ Debarred, Suspended, and Disqualified Consultant Affidavit
_√_ C. 271 Political Contribution Disclosure Form

EEO Compliance: Goods, General Services and Professional Services

_√_ 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 et seq. (Exhibit A – Attachment A)
_√_ New Jersey Anti-Discrimination Provisions N.J.S.A. 10:2-1 et seq. (Attachment B)
_√_ Americans with Disabilities Act of 1990 – Equal Opportunity for Individuals with Disability (Attachment C)

TOWNSHIP OF CHERRY HILL
CAMDEN COUNTY, NEW JERSEY

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Dated	Acknowledge Receipt (initial)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

□ No Addenda were received

Acknowledged for:_____
(Name of Bidder)

By:_____
(Signature of Authorized Representative)

Printed Name:_____

Title:_____

Date:_____

CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS

Pursuant to N.J.S.A. 52:32-60.1, et seq. (L. 2022, c. 3) any person or entity (hereinafter "Vendor[i]") that seeks to enter into or renew a contract with a State agency for the provision of goods or services, or the purchase of bonds or other obligations, must complete the certification below indicating whether or not the Vendor is identified on the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, available here: https://sanctionssearch.ofac.treas.gov/. If the Department of the Treasury finds that a Vendor has made a certification in violation of the law, it shall take any 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.

I, the undersigned, certify that I have read the definition of "Vendor" below, and have reviewed the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, and having done so certify:

(Check the Appropriate Box)

☐ That the Vendor is not identified on the OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus.

OR

☐ That I am unable to certify as to "A" above, because the Vendor is identified on the OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus.

OR

☐ That I am unable to certify as to "A" above, because the Vendor is identified on the OFAC Specially Designated Nationals and Blocked Persons list. However, the Vendor is engaged in activity related to Russia and/or Belarus consistent with federal law, regulation, license or exemption. A detailed description of how the Vendor's activity related to Russia and/or Belarus is consistent with federal law is set forth below.

_____

_____

_____

_____

_____

_____

_____

(Attach Additional Sheets If Necessary.)

Signature of Vendor's Authorized Representative	Date
Print Name and Title of Vendor's Authorized Representative	Vendor's FEIN
Vendor's Name	Vendor's Phone Number
Vendor's Address (Street Address)	Vendor's Fax Number
Vendor's Address (City/State/Zip Code)	Vendor's Email Address

[i] Vendor means: (1) A natural person, corporation, company, limited partnership, limited liability partnership, limited liability company, business association, sole proprietorship, joint venture, partnership, society, trust, or any other nongovernmental entity, organization, or group; (2) Any governmental entity or instrumentality of a government, including a multilateral development institution, as defined in Section 1701(c)(3) of the International Financial Institutions Act, 22 U.S.C. 262r(c)(3); or (3) Any parent, successor, subunit, direct or indirect subsidiary, or any entity under common ownership or control with, any entity described in paragraph (1) or (2).

Disclosure of Investment Activities in Iran

Person or Entity	

Part 1: Certification

COMPLETE PART 1 BY CHECKING **EITHER BOX**.

Pursuant to Public Law 2012, c. 25, any person or entity that is a successful bidder or proposer, 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 parent entity, subsidiary, or affiliate is identified on the State Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The list is found on Treasury's website at www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf.

The Chapter 25 list must be reviewed prior to completing the below certification. If a vendor or contractor is found to be in violation of law, action may be taken as appropriate and as may 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.

☐	*I certify, pursuant to Public Law 2012, c. 25, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate thereof 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 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 person or entity and/or a parent entity, subsidiary, or affiliate thereof is listed on the N.J. Department of the Treasury's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below sign and complete the Certification below.*

Part 2: Additional Information

PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN.

You must provide a detailed, accurate and precise description of the activities of the person or entity, or a parent entity, subsidiary, or affiliate thereof engaging in investment activates in Iran below and, if more space is needed, on additional sheets provided by you.

Part 3: Certification of True and Complete Information

I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments there to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity.

*I acknowledge that the **TOWNSHIP OF CHERRY HILL** 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 **TOWNSHIP OF CHERRY HILL** to notify the **TOWNSHIP OF CHERRY HILL** 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 **TOWNSHIP OF CHERRY HILL** and that the **TOWNSHIP OF CHERRY HILL** at its option may declare any contract(s) resulting from this certification void and unenforceable.*

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

AFFIRMATIVE ACTION REGULATIONS
N.J.A.C. 10:5 -31 and N.J.A.C. 17:27.1 et seq.

If awarded a contract, all procurement and service contractors will be required to comply with the requirements of N.J.A.C. 10:5 -31 and N.J.A.C. 17:27.1 et seq. Within seven (7) days after receipt of the notification of intent to award the contract or receipt of the contract, whichever is sooner, the contractor should present one of the following to the Purchasing Agent:

1. A photocopy of a valid letter from the U.S. Department of Labor that the contractor has an existing federally-approved or sanctioned Affirmative Action Plan (good for one year from the date of the letter).

OR

2. A photocopy of approved Certificate of Employee Information Report.

OR

3. An Employee information Report (Form AA302).

4. All successful construction contractors must submit within three (3) days of the signing of the contract an Initial Project Manning Report (AA201) for any contract award that meets or exceeds the Public Agency bidding threshold (available upon request).

NO FIRM MAY BE ISSUED A CONTRACT UNLESS IT COMPLIES WITH THE AFFIRMATIVE ACTION REGULATIONS OF
N.J.A.C. 10:5 -31 and N.J.A.C. 17:27.1 et seq.

The following questions must be answered by all bidders:

1. Do you have a federally-approved or sanctioned Affirmative Action Program?
YES_____ NO_____
If yes, please submit a copy of such approval.

2. Do you have a Certificate of Employee Information Report Approval?
YES_____ NO_____
If yes, please submit a copy of such certificate.

The undersigned contractor certifies that he is aware of the commitment to comply with the requirements of P.L.1975, c.127 within the time frame.

COMPANY: _____ SIGNATURE: _____

TITLE:_____

Note: A contractor's bid must be rejected as non-responsive if a contractor fails to comply with requirements of N.J.A.C. 10:5 -31 and N.J.A.C. 17:27.1 et seq. within the time frame.

REVISED 2022

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 ex- pression, 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, affection- al 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, up- grading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprentice- ship. 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. l7:27-5.2.

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, col- or, 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.

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 request- ed 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.

ATTACHMENT B – 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.

No provision in this section shall be construed to prevent a board of education from designating that a contract, subcontract or other means of procurement of goods, services, equipment or construction shall be awarded to a small business enterprise, minority business enterprise or a women's business enterprise pursuant to P.L.1985, c.490 (C.18A:18A-51 et seq.).

ATTACHMENT C
AMERICANS WITH DISABILITIES ACT OF 1990

Equal Opportunity for Individuals with Disability

The contractor and the 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.

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	***Address***

Part III

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

If a bidder 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. ***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 non-corporate 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	***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 Township of Cherry Hill 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 the Township to notify the Township 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 Township to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (print)		*Title*	
Signature		*Date*	

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

TOWNSHIP OF CHERRY HILL
CAMDEN COUNTY, NEW JERSEY

NON-COLLUSION AFFIDAVIT

State of New Jersey

County of _____ ss:

I_____ residing in _____
(name of affiant) (name of municipality)
in the County of _____ and State of _____ of full age, being duly sworn according to law on my oath depose and say that:

I am _____ of the firm of _____
(title or position) (name of firm)
the bidder making this Proposal for the bid proposal entitled
_____ _____, and
that I executed the said proposal
(title of bid 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 contracting unit)
_____ relies upon the truth of the statements contained in said project 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

_____.

_____
Type or print name of affiant under signature

Subscribed and sworn to
before me this_____ day
of _____, 20____

_____
Notary Public Signature

Notary Public of _____

My Commission expires _____ 20____ .

DEBARRED, SUSPENDED AND DISQUALIFIED CONSULTANT AFFIDAVIT

STATE OF NEW JERSEY)
)
COUNTY OF)

I, _____of the Township of _____, in the County of_____ and the State of _____being of full age, being duly sworn according to law on my oath depose and say:

I am _____, an officer of the firm(s) of _____ , the Professional making the proposal for the above named work; I executed the said proposal with full authority to do so; said Professional at the time of making this proposal {as applicable, insert "is" or "is not"}_____ included on the State of New Jersey, State Treasurer's List of Debarred, Suspended and Disqualified Professionals; and all statements contained in said proposal and in this affidavit are true and correct and made with the full knowledge that the Township of Cherry Hill as the Local Unit relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for said work:

I. Has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal, state or local government agency within the past 3 years;
II. Does not have a proposed debarment pending; and
III. Has not been indicted, convicted, or had a civil judgment rendered against (it) by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

The undersigned further warrants that should the name of the firm making this proposal appear on the State Treasurer's List of Debarred, Suspended and Disqualified Consultants at any time prior to, and during the life of the contract, including the Guaranteed Period, that the Local Unit shall be immediately so notified by the signatory of this Eligibility Affidavit.

(Insert Exceptions - For any exception noted, indicate to whom it applies, initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions. If no exceptions, insert "None".)

Subscribed and Sworn
Before me this _____ day
of ___ _____, 20____

_____
Notary Public
My commission expires:_____

_____
_____
_____
Name and address of Consultant

_____
_____
Name and Title of Affiant

Signed:_____
Signature of Officer or Individual

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of N.J.S.A. 19:44A-20.26. This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
  - of the public entity awarding the contract
  - of that county in which that public entity is located
  - of another public entity within that county
  - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county
  -

The disclosure must list reportable contributions to any of the committees that exceed $200 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I – Vendor Information

Vendor Name:			
Address:			
City:		State:	Zip:

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

Signature	Printed Name	Title

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than $200 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form.

Contributor Name	Recipient Name	Date	Dollar Amount
			$

☐ Check here if the information is continued