

**LEGAL NOTICE
TOWN OF MORRISTOWN
COUNTY OF MORRIS
NEW JERSEY**

**REQUEST FOR PROPOSALS
for**

**2017~~6~~ Seasonal Lease for the Operation of the Food Concession at Burnham Park Pool
Rt 124 and Scherzer Way, Morristown, NJ 07963
(May 27~~8~~, 2017~~6~~ – September 4~~5~~, 2017~~6~~)**

The Town of Morristown is requesting proposals for the “2017~~6~~ Seasonal Lease for the Operation of the Food Concession at Burnham Park Pool, Morristown, NJ 07960.”

Successful respondents will be required to comply with the requirements of N.J.S.A. 10:5-31, et seq. (N.J.A.C.17-27) (Equal Employment Opportunity) and N.J.S.A.52:32-44, et seq. (New Jersey Business Registration) N.J.S.A. 19:44A-20.5 (Business Entity Disclosure) and Local Pay to Play Ordinance O-2-87.

For a copy of the request for proposals, or questions regarding the request for proposal, interested individuals or companies should contact:

Morristown Recreation Division
200 South Street, PO Box 914
Morristown, NJ 07963
973-292-6717
Attn: Amanda Applegate

Completed Requests for Proposals (RFP) must be received before 11:00 a.m. on Thursday, ~~Thursday, March 31, February 25, 2017~~6~~~~. The envelope containing the RFP must be clearly marked “Response to Request for Proposal – Burnham Park Pool Concession” and is to be delivered to:

Business Administrator, 2nd Floor
Town of Morristown
200 South Street
Morristown, NJ 07963.

INSTRUCTIONS TO RESPONDENTS

In accordance with a copy of the advertisement attached hereto, respondents are invited to submit to the Town of Morristown a proposal for the “~~2017~~ **Seasonal Lease for the Operation of the Food Concession at Burnham Park Pool**”.

Proposals shall be submitted in a sealed envelope, bearing the name and address of the bidder with the caption “Response to Request for Proposal – Burnham Park Pool Concession” at the time and place indicated in the advertisement and shall be on the form of proposal furnished by the Town of Morristown, properly completed and duly executed.

Proposals shall not be accepted beyond 11:00 a.m. on Thursday, ~~February 25, 2016~~ **March 31, 2017** at which time Requests for Proposals will be opened and examined by the Town of Morristown.

TERMINOLOGY

TOWN – shall mean the Town of Morristown, Morristown Recreation Division or their representatives.

RESPONDENT – shall mean individual, partnership or corporation submitting a proposal.

CONCESSIONAIRE – shall mean the bidder who has been awarded the contract.

CONTRACT – shall mean the legal instrument granting the right to operate a food concession at the Burnham Park Pool within the Town of Morristown by the bidder to whom the contract has been awarded under the terms specified within.

GENERAL REQUIREMENTS

1. BIDDERS QUALIFICATIONS AND EXPERIENCE

Respondent must have demonstrated ability and experience in the operation of a seasonal concession facility or a year-round food service business. This bid shall not be awarded to any corporation, firm or individual who shall be unable to demonstrate a minimum of three (3) years of experience. A record of past experience and references shall be supplied at the time of bid on the enclosed "Work Experience Record" form provided by the Town of Morristown. The Town shall have sole discretion to evaluate such experience and references.

2. SELECTION CRITERIA

The selection criteria shall be weighted by key success factors relevant to the operation of the pool concession; no single one of which shall be determinative:

- 20% - Qualifications of the individuals who will perform the tasks; and the estimated amounts of their respective participation.
- 20% - Ability to perform the task in a timely fashion, including staffing and familiarity with the subject matter.
- 20% - Cost competitiveness.
- 15% - Diversity of menu items.
- 15% - Past performance in the Town of Morristown
- 10% - Any other items that the Town of Morristown deems necessary for evaluation of proposals and the award of a contract.

Issuance of this RFP does not commit the Town of Morristown to award a contract, to pay any costs incurred in preparation of response to the request, or to procure or contract any services or supplies.

The Town of Morristown reserves the right to reject any and/or all proposals, if in the interest of the Town of Morristown it is deemed advisable to do so and to waive defects in bid proposals as outlined in the instructions, and to award notwithstanding such defects or irregularities.

3. COMPLIANCE WITH STATE AND LOCAL CODES:

Respondents must meet the requirements for all applicable state and local health and sanitary codes pertaining to all aspects of operating a food and beverage concession at the leased premises for the full period of the contract. This shall include, but not be limited to, Chapter 12 of the New Jersey State Sanitary Code. The successful Respondent must also acquire and maintain, as a condition of award, a food and drink license per the Code of the Town of Morristown.

In the event of a default, or failure to meet Federal, State or Local Health Standards, the Town will give five (5) days written notice of said default, and if the Concessionaire fails to remedy said default within five (5) days from the date of said notice, the Contract shall be terminated and the rights of the Concessionaire shall be null and void.

4. INSPECTION OF PREMISES

The Town requires all Respondents to completely inspect the concession facility prior to submitting a proposal. You may contact the Amanda Applegate, Recreation Manager at 973-292-6717 to gain access to the facility. The submission of a proposal shall be conclusive evidence that the Respondent has completely familiarized themselves with the specifications, has inspected the premises, is familiar with the site and all conditions thereof, and has accepted them as sufficient to carry out the intent of the resulting contract.

5. TERM OF LEASE

The “2016 Seasonal Lease for the Operation of the Food Concession at Burnham Park Pool” shall be for the period ~~May 28, 2016~~ 2017 – ~~September 5, 2016~~ 2017. The successful bidder will be required to remove all equipment and material by September 30th of the contract year if deemed necessary by the Town of Morristown.

The Concessionaire will be permitted to sell products, subject to all conditions of award, during the standard operating hours when the Burnham Park Pool is open, less any inclement weather closures. The Concessionaire shall be ready to provide food service immediately at the opening date and time of the pool season.

Tentative Pool Hours are as follows:

Saturday, May 27 , 2016	11:00 – 8:00 p.m.
Sunday, May 28 , 2016	11:00 – 8:00 p.m.
Monday, May 29 , 2016	12:00 – 7:00 p.m.
Weekends: June 22 – Aug. 13	11:00 a.m. – 8:00 p.m.
Weekdays: June 24 – Aug. 11	12:00 – 8:00 p.m.
Weekends: Aug. 19 – Sept. 3	11:00 a.m. – 7:30 p.m.
Weekdays: Aug. 14 – Sept. 1	12:00 – 7:30 p.m.
Mon. Sept. 4	11:00 a.m. – 5:00 p.m.
Weekends / Holidays: June 4 – Aug. 14	11:00 a.m. – 8:00 p.m.
Weekends / Holidays: Aug. 20 – Sept. 4	11:00 a.m. – 7:00 p.m.
Weekdays: June 20 – 24	TBD – Based on School End
Weekdays: June 27 – Aug. 12	12:00 – 8:00 p.m.
Weekdays: Aug. 15 – Sept. 5	12:00 – 7:00 p.m.

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The Recreation Manager and/or Pool Manager on duty at his/her sole discretion, has the authority to close the pool and any of its facilities, including the concession, in case of inclement weather or for safety reasons. The Concessionaire shall not be entitled to any adjustment of rent due to inclement weather or other Act of God which forces the closing of the pool.

The Concessionaire shall be required to contact the Recreation Manager or Pool Manager to determine whether or not the concession will be closed due to inclement weather. In addition, should the Concessionaire wish to close during the course of any operating day due to inclement weather, the Concessionaire must give at least one hour advance notice to the Recreation Manager or Pool Manager.

5-A. LEASE EXTENSION

The Town of Morristown shall have the right to extend any contract for two (2) additional years at the sole option of the Town. Such extension may be in increments of one year at a time or for a two year period. All terms and conditions of the contract shall remain in full force and effect except that no bid deposit shall be required. If the bond has been returned in whole or in part it must be replaced by a bond in like amount prior to March 1st of that year. The Town shall be permitted to increase the amount of payment to it by 5% each year of the extension and the Concessionaire shall be permitted to increase food prices by 5% in each year of the extension.

6. EQUIPMENT

The Town of Morristown will supply the building and permanent equipment presently at the pool concession facility. The Town will also supply the electrical, gas and water outlets for the operation of said equipment already on site and will maintain the same in good working condition.

The Town has determined that the following equipment is necessary, at a minimum, and will be supplied in good working condition to the Concessionaire, for the successful operation of the concession:

- 2 – Glass Door Refrigerators
- 1 – Reach-In Refrigerator
- 1 – Reach-In Freezer
- 1 – Microwave Oven
- 1 – Gas Range
- 1 – Char broiler
- 1 – Gas Combo Oven
- 1 – Fryer
- 1 – Ice Maker
- 1 – Ice Cream Chest
- 1 – Cash Register
- 1 – Fire Protection System
- Stainless Steel prep tables
- Sink

The Concessionaire shall furnish, at the Concessionaire's own expense, any and all additional kitchen equipment necessary for the successful operation of the concession, including but not limited to preparation, sale and distribution of food and drink, maintaining cleanliness and sanitation of the premises and equipment. The Respondent shall supply, at time of proposal, a list of all equipment to be provided by type, brand, name, size and purpose. The Respondent shall also supply a list of Town owned equipment to be removed and stored by the Town.

All equipment utilized by the Concessionaire shall be of easily cleanable construction which complies with existing National Sanitation Foundation Standards for Food Service

Equipment. Said equipment shall be kept clean and in a sanitary condition at all times in accordance with the requirements of the Health Code of the Town of Morristown and shall be approved by the Health Officer. Any and all repairs necessary will be the responsibility of the Concessionaire.

7. EMPLOYEES

The Concessionaire shall, at his/her expense, supply the necessary employees (minimum 2 during peak times) for the management, preparation, sale and distribution of food items to service the public promptly and efficiently and to maintain the cleanliness and sanitation of the location. Employees on duty shall be subject to all local Board of Health rules and regulations. All such employees shall be clad in neat, clean uniforms satisfactory to the Town.

At least one employee on duty must be a legal adult, 18 years of age, and must be trained and experienced in concession operations. All employees 18 years of age must have proof of a background check, to be provided at the expense of the Concessionaire. Employees of the Concessionaire, who do not meet the background check requirement, or are otherwise deemed unsatisfactory to the Town of Morristown, shall be removed forthwith.

Employees of the Concessionaire shall not have pool privileges unless they are pool members, such members shall not be permitted use of the pool during hours when they are working for the Concessionaire. At the close of business, the Concessionaire shall not permit employees to remain inside the premises of the concession or Burnham Park Pool for any period of time longer than is necessary to secure the premises and perform minor clerical work.

The Burnham Park Pool is a smoke-free facility. Any employees wishing to take a "smoke break" must do so outside the fenced in area of Burnham Park Pool. Smoking will not be permitted inside the grounds or in the Concession area.

8. MENU AND PRICING

Each Respondent shall submit with their proposal a sample menu of items to be sold along with respective prices. The Town of Morristown will require a minimum set of items to be sold as outlined in the attached "Required Concession Menu". Prices charged shall be comparable to prices charged "on the street". The Town of Morristown will approve all pricing in advance of display. Prices must be conspicuously displayed at the concession site.

9. EXCLUSIVITY AND EXCEPTIONS

The Concessionaire will have exclusive rights to sell menu items including food and beverage during the days and hours of normal pool operation, less any closures on the Burnham Park Pool premises.

The Morristown Swim Team will have permission to sell snacks, pizza slices, hot dogs and beverages during Home Swim Meets (up to 3 per season). The Swim Team will also be permitted to conduct a Bake Sale one time during the summer.

10. PRODUCT QUALITY

The Concessionaire shall serve only top quality/grade food and beverage items. Examples include 80% lean all beef hamburgers, 100% all beef hot dogs, grade A eggs, etc. All refreshments sold at the pool concession must comply in all respects with the Federal Food and Drug Act of June 30, 1906 and to subsequent decisions of the United States Department of Agriculture applicable thereof.

Beverages to be served at the concession shall consist of carbonated beverages and/or noncarbonated fruit juices of a name brand and quality approved by the Health Officer. Said beverages are to be served in single service disposable containers with lids available upon request. Such beverages shall be cooled to a temperature of not more than sixty degrees Fahrenheit prior to serving.

Coffee shall be prepared in coffee urns on location and shall be served in single service disposable containers with lids available upon request.

Ice cream and frozen desserts dispensed at the concession shall be manufactured at a place other than the concession, which place of manufacture shall conform with Sections 1 through 21 inclusive of the "Regulations Governing the Preparation and Handling of Frozen Desserts and Special Frozen Dietary Foods", established by the Health Department of the State of New Jersey, pursuant to the authority vested in it under Title 24 of the Revised Statutes and supplements thereto, as filed with the Secretary of State on February 24, 1965, and the Health Code of the Town of Morristown. Ice cream and frozen desserts shall be served in individually sealed packages and shall be kept hard frozen at a temperature not to exceed zero degrees fahrenheit until delivered to the customer at the concession.

11. RESTRICTIONS

The sale of alcohol or tobacco products will not be permitted. Burnham Park Pool is a SMOKE FREE facility.

The privileges granted herein shall not include the right to sell toys, balloons or other items considered novelties without prior approval of the Town.

Concessionaire shall NOT dispense any food and/or beverage items in/on Styrofoam containers (i.e. plates or cups) or glass bottles. PAPER PRODUCTS AND PLASTIC BOTTLES ARE ALLOWED.

Concessionaire shall not sell, dispense, or otherwise make available any items such as chewing gum, which may interfere with the pool, its filtration system or other facilities. The Town reserves the right to determine if any menu item interferes with the pool and/or its systems.

Concessionaire shall use the rental premises for the sole purpose of operating a concession for the Town of Morristown at Burnham Park Pool only. The Concessionaire shall not use the facility for preparation of food to be served at any location other than Burnham Park Pool.

The Concessionaire shall not have entertainment such as televisions, radios, personal computers or other devices present inside the facilities without the express written consent of the Town.

Concessionaire shall not place a tip cup or any request suggesting gratuities at the concession stand or within the service area.

12. OTHER SERVICE CONSIDERATIONS

The Concessionaire shall provide, at no cost, items considered condiments to all purchasers. Mustard, ketchup, mayonnaise, paper napkins and the like shall be supplied in bulk containers approved by the Health Officer of the Town of Morristown. Straws, sugar, cream and plastic utensils shall be provided in an individually wrapped, single service manner approved by the Health Officer.

13. SIGNS AND ADVERTISING

The Concessionaire shall place no sign or advertisement upon any property of the Town of Morristown without the prior approval of the Town. The Town of Morristown shall have the right, without notification, to remove at the cost and expense of the Concessionaire any sign that may be erected without the consent of aforesaid.

The Town will permit a maximum of two signs, professionally manufactured and lettered, displaying the name of the vendor and menu at the concession site. All signs are to be placed and removed at the conclusion of the season at the Concessionaires expense.

No sign or advertisement shall be posted which advertise other services or facilities offered by the Concessionaire. For advertising purposes the Concessionaire must use the name Burnham Pool. The facility shall not be known by any other name.

14. HOUSEKEEPING

Pre-Season: Concessionaire shall clean the rental premises for Health Department inspections at the Concessionaire's sole expense. Concessionaire shall schedule inspections and correct any inspection deficiencies at Concessionaire's expense. Health Department approval must be obtained no later than two (2) weeks prior to the first day of operation.

In-Season: The Concessionaire shall be responsible for and shall furnish all labor, services, material, supplies and equipment necessary to maintain in a clean, orderly and inviting condition, satisfactory to the Town of Morristown, all areas of the concession including the interior and the concrete deck area immediately outside the concession.

Post-Season: Concessionaire, at his/her own expense, shall remove all equipment, material, food products no later than ten (10) days after Labor Day. Concessionaire shall not store any food in the rental premises during the off-season. Concessionaire shall clean the rental premises to the satisfaction of the Town of Morristown prior to September 30.

Concessionaire shall be responsible for the daily cleaning of all equipment and the proper disposal of grease, cooking oils and other food preparation waste products as well as cleaning of grease trap in the food concession building.

The Concessionaire shall be responsible for collecting, in a timely manner, any and all items used in their operation from throughout the complex.

The Concessionaire **shall not** be responsible for cleaning and maintaining the picnic area.

15. DISPOSAL OF GARBAGE

The Concessionaire shall not permit garbage and other refuse to accumulate or to gather in or about the interior or deck area of the concession and shall see that garbage is placed in suitable garbage receptacles supplied by the Town. The Concessionaire shall supply trash bags and be responsible for placing any and all garbage in the garbage cans located on site.

The Concessionaire shall be responsible for gathering, sorting and securing all recyclable items used in their operation such as plastic, cardboard, aluminum, etc. and disposing of them as directed by the Town of Morristown.

At no time shall the Concessionaire allow or permit garbage or recyclables to be gathered, stored or stacked outside of the concession or in any other manner not designated herein.

16. ACCESS TO RENTAL PREMISES

Town of Morristown employees shall have immediate access to the rental premises at all times to inspect the condition of the rental premises, to make repairs for any purpose which the Town, at its sole discretion, determines to be necessary for proper operation of the concession or the pool facility.

Concessionaire shall be responsible for the physical security of the rental premises. Concessionaire shall also be responsible for any loss or damage due to theft or vandalism. Concessionaire shall hold Town harmless for any loss or claims arising from or out of Concessionaire's use of facility, maintenance, or lack thereof.

The Town shall make repairs to all exterior walls, roof, structural components, ceilings, fire hood, fire suppression system, electrical systems, and water, unless these repairs are made necessary by the act or neglect of the Concessionaire or his/her employees. Concessionaire shall be responsible for the cost of all repairs to the rental premises required for improvements made by the tenant. The Concessionaire will not make any changes/alterations to the structure of the rental premises without advance written authorization from the Town.

17. UTILITIES

The Town of Morristown will furnish electricity, gas and water at no additional expense to the Concessionaire. The Concessionaire shall furnish telephone service, if desired, at his/her own expense.

18. INSURANCE

The Concessionaire shall carry full insurance including public liability, product liability and workmen's compensation which shall cover all operations of the concession, its employees, agents, and servants hereunder and automobiles and equipment used by the Concessionaire (inclusive of Town owned or Concessionaire provided) in connection with the operations under this contract.

The minimum limits acceptable to the Town of Morristown are as follows:

A. Worker's Compensation – statutory limit; an Employer's Liability Insurance limit of not less than \$100,000.00 The policy to include a provision that the insurer agrees to waive all rights of subrogation against the Town of Morristown, its employees or agents;

B. Comprehensive Automobile Liability Coverage for protection against all claims for injury to any and all persons and damage to property of others arising from the use of each automobile, truck, vehicle, or other equipment used in the performance of the Concessionaire within the Contract. The liability limits shall not be less than the following:

- i. Bodily Injury: \$1,000,000.00 per person;
- ii. Property Damage: \$500,000.00 each occurrence; or
- iii. A combined single limit of \$1,000,000.00;

C. Comprehensive General Liability coverage for protection against all claims arising from injuries to any or all persons (including death resulting there from) and damage to property (including loss of use thereof) arising out of any act or omission of the Contractor, his agents and employees. The following coverage is to be included:

- i. Products / Completed Operation
- ii. Contractual Liability for obligations of this Contract
- iii. Personal Injury Liability;

D. The limits of liability shall not be less than \$1,000,000.00 each occurrence and aggregate where applicable.

CERTIFICATE OF INSURANCE:

Certificates of the required insurance as listed above shall fully protect the Town of Morristown from liability. Certificates naming the Town as an additional insured and evidencing such insurance and coverage shall be filed with the Recreation Manager fifteen (15) days prior to the commencement of operations hereunder by the Concessionaire pursuant to this agreement.

19. RELATION TO THE TOWN OF MORRISTOWN

It is the intent of the parties hereto that the Concessionaire shall legally be considered as an independent contractor and that neither he nor his employees shall, under any circumstances, be considered servants or agents of the Town, and that the Town shall at no time be legally responsible for any negligence on the part of said Concessionaire, his servants or agents, resulting in either personal injury or property damage to any individual, firm or corporation regardless of where said injury or damage may occur.

20. TAXES

The payment of any taxes, as well as any and all appropriate sales and payroll taxes, is the sole responsibility of the Concessionaire.

21. RENT

The lease/rent for the season is the amount set forth in the bid. **The lease/rent is payable in advance in three equal installments on the first business day of May, June and July.** Rent is to be paid to the Town of Morristown, by check or cash, at the Recreation Office, 200 South Street, PO Box 914, Morristown, NJ 07963. Failure to pay by the 10th of the month could result in termination of this contract.

22. KEY DEPOSIT

The Town of Morristown uses special locks and keys to secure the Concession facility at Burnham Pool. The successful bidder will need to provide the Town a check deposit in the amount of \$750.00 prior to obtaining keys to the facility. This Deposit will be refunded in full at the end of the season upon return of a complete key set. Keys are to be returned to the Recreation Manager.

23. FORMS REQUIRED WITH SUBMISSION

1. Proposal Form (Enclosed)
2. Work Experience Record (Enclosed)
3. Sample Menu meeting minimum requirements including pricing.
4. Business Entity Disclosure Certification (Schedule N) (Enclosed).

- 5. Political Contribution Disclosure Form (C 271) & Stockholder Disclosure Certification Form (Enclosed)
- 6. New Jersey Business Registration Certificate.

TOWN OF MORRISTOWN
PROPOSAL FORM

for

2017~~6~~ Seasonal Lease for the Operation of the Food Concession at Burnham Park Pool
Rt 124 and Scherzer Way, Morristown, NJ 07963
(~~May 28, 2016 – September 5, 2016~~ May 27, 2017 - September 4, 2017)

Remit to:

Town of Morristown
Business Administrator, 2nd Floor
200 South Street
Morristown, NJ 07963-0914

Dear Sirs:

The undersigned hereby declares that they have carefully examined the designated food concession site at the Burnham Park Pool and the proposed contract and specifications on file at the Recreation Office. The undersigned further understands all Proposals are to be delivered to the above address no later than 11:00 a.m. on ~~February 25, 2016~~ March 31, 2017 and hereby submits the following proposal as per said proposed contract and specifications.

The undersigned further understands that **only seasonal proposals of \$2,8500.00 or greater will be considered by the Town of Morristown.**

We agree to sell and vend hot dogs, hamburgers, french fries, soft drinks, assorted salads and sandwiches, coffee, ice cream, candy; and such other food products and beverages as the Town permits us to sell pursuant to and in accordance with said contract and specifications. We agree to pay the Town of Morristown the sum of:

\$ _____ seasonally.

The undersigned is a (circle one) corporation / partnership / individual under the laws of the State of _____ having principal offices at

Signed: _____

Title: _____

Address _____

Phone _____

Date: _____

E-Mail: _____

WORK EXPERIENCE RECORD

(NAME OF CONTRACTOR)

<u>Name of Facility/ Location</u>	<u>Type of Work</u>	<u>Dates</u>	<u>Person in Charge</u>	<u>Phone Number</u>

COMPANY FORMS MAY BE SUBSTITUTED,
BUT THE INFORMATION REQUESTED ABOVE MUST BE COMPLETE.

MINIMUM REQUIRED CONCESSION MENU

<u>ITEM</u>	<u>SPECIFICATIONS</u>
Soda	Fountain Soda served in paper cup or served in plastic bottles or cans. Small – 12 oz. Large – 20 oz. Please describe any additional proposed serving sizes.
Non-Carbonated Beverages	Minimum Three (3) served in paper cup or served in plastic bottles or cans.
Hamburger	Must be at least 4 oz. pre-cooked weight, 80% or better lean Grade A beef, served on a hamburger or better bun. Describe proposed size and serving style.
Hot Dog	All beef, served on a hot dog or better roll. Describe proposed size and serving style.
French Fries	Small and Large serving sizes. Deep fried or baked. Please provide method of preparation and serving sizes in ounces.
Ice Cream	Describe brands, size, weight for three (3) types of dairy ice cream products and two (2) types of ice products.
Salads	Describe type, serving size, contents for minimum one (1) plain salad and one (1) with meat.
Snack Foods	Items considered are chips, pretzels, cookies, candy, and all similar products. Describe type, serving size and serving method for minimum three (3) different snack foods.
Coffee	Served in minimum 8 oz. cup. Describe brand, size or sizes.
Fruit	Fresh fruit; describe type, serving size and packaging.

**BUSINESS ENTITY DISCLOSURE CERTIFICATION (Schedule N.)
PURSUANT TO CHAPTER 2, SECTION 2-87, PUBLIC CONTRACTING REFORM
ORDINANCE, OF THE CODE OF TOWN OF MORRISTOWN, NEW JERSEY
TOWN OF MORRISTOWN**

Part I – Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that _____ has not made and will not make any contributions pursuant to Chapter 2, Section 2-87, Public Contracting Reform Ordinance, of the Code of the Town of Morristown, that would bar the award of this contract in the one year period preceding _____ (date of award scheduled for approval of the contract by the governing body) to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the Town of Morristown as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

Mayor Timothy Dougherty	Councilperson Michael Elms
Councilperson Toshiba Foster	Councilperson Hiliari Davis-Oyesanya
Councilperson Stefan Armington	Councilperson Michelle Dupree Harris
Councilperson Robert Iannacone	Councilperson Allison Deeb
Morristown Democratic Organization	Morristown Republican Organization
Morris County Party Committee	Any other Committee referred to in the Ordinance

Part II – Ownership Disclosure Certification

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

Check the box that represents the type of business entity:

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

Name of Stock or Shareholder	Home Address

Part 3 – Signature and Attestation:

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

Name of Business Entity: _____

Signed: _____ Title: _____

Print Name: _____ Date: _____

Subscribed and sworn before me this ____ day of _____, 2__.	_____ (Affiant)
My Commission expires:	_____ (Print name & title of affiant) (Corporate Seal)

BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR NON-FAIR AND OPEN CONTRACTS
Required Pursuant To N.J.S.A. 19:44A-20.8
TOWN OF MORRISTOWN

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

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

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

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

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

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

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

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

Temporary and Executing

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

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

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

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

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

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

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

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

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

## C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

### Contractor 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 P.L. 2005, c. 271, s.2 (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 State, county, or municipal committee of a political party
- any legislative leadership committee\*
- 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 \$300 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.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

\* N.J.S.A. 19:44A-3(s): “The term “legislative leadership committee” means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures.”





**List of Agencies with Elected Officials Required for Political Contribution Disclosure**  
**N.J.S.A. 19:44A-20.26**

**County Name:**

State: Governor, and Legislative Leadership Committees

Legislative District #s:

State Senator and two members of the General Assembly per district.

County:

Freeholders

{County Executive}

County Clerk

Surrogate

Sheriff

Municipalities (Mayor and members of governing body, regardless of title):

|                                |                                      |
|--------------------------------|--------------------------------------|
| Mayor Timothy Dougherty        | Councilperson Michael Elms           |
| Councilperson Toshiba Foster   | Councilperson Hiliari Davis-Oyesanya |
| Councilperson Stefan Armington | Councilperson Michelle Dupree Harris |
| Councilperson Robert Iannacone | Councilperson Allison Deeb           |

**USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD  
FROM [WWW.NJ.GOV/DCA/LGS/P2P](http://WWW.NJ.GOV/DCA/LGS/P2P) A COUNTY-BASED,  
CUSTOMIZABLE FORM.**

**STOCKHOLDER DISCLOSURE CERTIFICATION**

**Name of Business:**

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 S Corporation

**Sign and notarize the form below, and, if necessary, complete the stockholder list below.**

Stockholders:

|               |               |
|---------------|---------------|
| Name:         | Name:         |
| Home Address: | Home Address: |
| Name:         | Name:         |
| Home Address: | Home Address: |
| Name:         | Name:         |
| Home Address: | Home Address: |

|                                                             |                                       |
|-------------------------------------------------------------|---------------------------------------|
| Subscribed and sworn before me this ___ day of _____, 2___. | _____ (Affiant)                       |
| (Notary Public)                                             | _____ (Print name & title of affiant) |
| My Commission expires:                                      | _____ (Corporate Seal)                |