

**TOWNSHIP OF MINE HILL  
COUNTY OF MORRIS  
STATE OF NEW JERSEY**

**REQUEST FOR PROPOSALS & QUALIFICATIONS FOR REGISTERED MUNICIPAL AUDITOR**

**NOTICE IS HEREBY GIVEN** by the Township of Mine Hill that Request for Proposals will be received by the municipality on **May 13, 2026 at 10:00 A.M.** prevailing local time in the Township of Mine Hill Clerk's Office located at 10 Baker Street, Mine Hill, NJ 07803 at which time and place all sealed proposals will be opened publicly and read. Request for Proposal & Qualifications from Auditing Firms interested in serving as Registered Municipal Auditor for the Township of Mine Hill for the period commencing July 1, 2026 through June 30, 2027.

**Obtaining Proposal Documents:**

Proposal Documents shall be made available on April 15, 2026 on the Mine Hill Township Website at <https://minehill.com/bid-opportunities/> All Addenda, if any, will be posted on the website, therefore, all interested Respondents should check the website through the submission date due. It is the sole responsibility of the Respondent to be knowledgeable of all Addenda related to the procurement.

**Submission Requirements:**

Proposals may be hand-delivered to the Office of the Township Clerk, 10 Baker Street, Mine Hill, NJ 07803 during current business hours of 9:00 A.M. to 4:00 P.M. or mailed. Proposals shall be submitted in a sealed envelope addressed to the Township Clerk, bearing the name and address of the Respondent written on the face of the envelope (whether hand-delivered, mailed or via express overnight) and clearly marked "SEALED RFP - Township Auditor 2026".

**One (1) signed original and eight (8) full copies of the proposal shall be submitted.** All sealed proposals must be submitted on the proposal forms provided in the RFP document in order to be considered.

The Township disclaims any responsibility for RFPs forwarded by regular or overnight mail. Proposals received after the designated time and date will be returned unopened.

The Township of Mine Hill reserves the right to reject any and or all proposals if it is deemed to be in the best interest of the Township of Mine Hill to do so. The Township of Mine Hill also reserves the right to conduct interviews of any and or all applicants, as it deems necessary.

This solicitation has been advertised in accordance with the "Fair and Open" laws and nothing further shall be required under N.J.S.A. 19:44A-20.4.

## **Introduction**

Pursuant to the Fair and Open Process established pursuant to N.J.S.A. 39:44A-3, et. seq., the Township seeks Requests for Proposals & Qualifications (“RFP”) from AUDITING firms licensed to practice in the State of New Jersey that wish to serve as TOWNSHIP AUDITOR for the Township of Mine Hill. The successful firm must have significant experience in representing New Jersey public entities in the capacity as a Registered Municipal Auditor.

The Township Auditor must be a firm in the State of New Jersey. The successful auditing firm shall provide all necessary and desirable auditing services and advice requested by the Township, including, but not limited to:

- Audit partner on-site for all scheduled audit dates;
- Prepare budget documents both introduced and adopted;
- Prepare User Friendly budget document both introduced and adopted;
- Prepare levy cap workbooks;
- Prepare budget introduction resolutions;
- Prepare budget self-exam resolutions;
- Prepare amending budget resolutions;
- Calculate appropriation CAP amounts and prepare CAP/COLA ordinance;
- Respond to and clear any DLGS budget exam questions;
- Attend any LFB hearings;
- Upload all required budget documents to FAST;
- Provide county tax board with adopted budgets;
- Prepare Annual Debt Statement and upload to FAST by statutory due date;
- Prepare Supplemental Debt Statements in FAST;
- Prepare Capital Amending Resolutions;
- Prepare Annual Financial Statements and upload to FAST by statutory due date;
- Provide same-day responses to all questions via voice, email, or text;
- Conduct audit of shared court;
- Provide troubleshooting with financial, tax, and utility software;
- Provide guidance on statutory basis of accounting, including at the transactional level;
- Provide guidance on local public contracts law;
- Work with bond attorney and CMFO on all debt issuance;
- Proposed annual fee guaranteed not to increase;
- Filing of the audit by the statutory due date;
- Assist with year-end entries relating to Tax and Utilities Collection; and’
- A strong background using Edmunds and MSI software programs.

## **Professional Information and Qualifications**

Each interested applicant/Respondent shall submit the following information:

1. Name of auditor and auditing firm in which auditor is associated;
2. Address of principal place of business and all auditor’s offices and corresponding telephone and fax numbers.
3. Areas of Practice;
4. Description of auditor’s education, experience, qualifications, number of years with the current firm and a descriptive narrative of their experience with projects similar to those required herein;
5. Experience related to representation of Municipalities and other public entities;
6. At least three (3) references, of which must have knowledge of your representation of a public entity;
7. Examples of your record of auditing municipalities;

8. The auditor's ability to provide the services in a timely fashion and availability for appearances on behalf of the Township (including staffing, familiarity and location of key staff);
9. Hourly rate of Auditor and Associates and any other charges for services;
10. Breakdown of billing method;
11. Total Cost of Audit;
12. Any other information which the interested auditor deems relevant;
13. A copy of your New Jersey Business Registration Certificate;
14. A completed Non-Collusion form (attached).
15. A completed Affirmative Action form (attached)
16. A completed Americans with Disabilities form (attached)

#### **Selection Criteria**

The selection criteria used in awarding a contract or agreement for professional auditing services as described herein shall include:

1. Qualifications of the individual who will perform the tasks and the amounts of their respective participation;
2. Experience and references;
3. Ability to perform the task in a timely fashion and availability for appearances on behalf of the Township, including staffing and familiarity with the subject matter; and
4. Cost effectiveness.

### **INSTRUCTIONS TO RESPONDENTS AND STATUTORY REQUIREMENTS**

#### **SUBMISSION OF RFP**

1. Sealed proposals shall be received by the contracting unit, hereinafter referred to as "Township," in accordance with public advertisement as required by law, with a copy of the notice being attached hereto and made a part of the Scope of Services.
2. Sealed proposals will be received by the location at the time and location as stated in the Notice to Respondents.
3. Proposal(s) shall be submitted in a sealed envelope addressed to the Township Clerk, bearing the name and address of the Respondent written on the face of the envelope, and clearly marked "SEALED RFP - "Township Auditor 2026". There shall be one (1) signed original, and eight (8) copies of the proposal submitted.
4. It is the Respondent's responsibility that proposals are presented to the Township at the time and at the place designated. RFPs may be hand delivered or mailed; however, the Township disclaims any responsibility for RFPs forwarded by regular or overnight mail. If the proposal is sent by express mail service, the designation in sub-section 3 above, must also appear on the outside of the express mail envelope. Proposals received after the designated time and date will be returned unopened.
5. Sealed RFPs forwarded to the Township before the time of opening of RFPs may be withdrawn upon written application of the Respondent who shall be required to produce evidence showing that the individual is or represents the principal or principals involved in the proposal. Once RFPs have been opened, they shall remain firm for a period of sixty (60) calendar days.
6. The entire proposal section of the RFP package is to be returned completed. All RFPs must be made upon the proposal forms attached hereto and should give the unit price in figures and the total price for the work, both in words and in figures, and must be signed and acknowledged by the Respondent in accordance with the directions in the Proposal. All prices and amounts must be written in ink or preferably machine-printed

on the forms provided only. Proposals containing any conditions, omissions, unexplained erasures or alterations, items not called for in the proposal form, attachment of additive information not required by the Scope of Services, or irregularities of any kind, may be rejected by the Township. Any changes, whiteouts, strikeouts, etc. in the RFPs proposal must be initialed in ink by the person signing the proposal.

7. Each proposal form must give the full business address, business phone, fax, e-mail if available, the contact person of the Respondent, and be signed by an authorized representative as follows:
  - Proposals by partnerships must furnish the full name of all partners and must be signed in the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing.
  - Proposals by corporations must be signed in the legal name of the corporation, followed by the name of the State in which incorporated and must contain the signature and designation of the president, secretary or other person authorized to bind the corporation in the matter.
  - Proposals by sole-proprietorship shall be signed by the proprietor.
  - When requested, satisfactory evidence of the authority of the officer signing shall be furnished.
8. Respondent should be aware of the following statutes that represent "Truth in Contracting" laws:
  - N.J.S.A. 2C:21-34, et seq. governs false claims and representations by Respondents. It is a serious crime for the Respondent to knowingly submit a false claim and/or knowingly make material misrepresentation.
  - N.J.S.A. 2C:27-10 provides that a person commits a crime if said person offers a benefit to a public servant for an official act performed or to be performed by a public servant, which is a violation of official duty.
  - N.J.S.A. 2C:27-11 provides that a Respondent commits a crime if said person, directly or indirectly, confers or agrees to confer any benefit not allowed by law to a public servant.
  - Respondent should consult the statutes or independent legal counsel for further information.

#### **INTERPRETATION AND ADDENDA**

1. The Respondent understands and agrees that its proposal is submitted on the basis of the RFP's prepared by the Township. The Respondent accepts the obligation to become familiar with the Scope of Services.
2. Respondents are expected to examine the Scope of Services and related proposal documents with care and observe all their requirements. Ambiguities, errors or omissions noted by Respondents should be promptly reported in writing to the appropriate official. Any prospective Respondent who wishes to challenge a proposal's Scope of Services shall file such challenges in writing with the contracting agent no less than three (3) business days prior to the opening of the proposals. Challenges filed after that time shall be considered void and having no impact on the contracting unit or the award of a contract pursuant to N.J.S.A. 40A:11-13. In the event the Respondent fails to notify the Township of such ambiguities, errors or omissions, the Respondent shall be bound by the requirements of the Scope of Services and the Respondent's submitted proposal.
3. No oral interpretation and or clarification of the meaning of the Scope of Services will be made to any Respondent. Such request shall be in writing, addressed to the Township's finance department. In order to be given consideration, a written request must be received at least seven (7) business days prior to the date fixed for the opening of the proposal for goods and services.
4. All interpretations, clarifications and any supplemental instructions will be in the form of written addenda to the RFPs, and will be distributed to all prospective Respondents via the Township's website ([www.minehill.com](http://www.minehill.com)). All addenda so issued shall become part of the RFP and proposal documents and shall be acknowledged by the Respondent in the proposal. The Township's interpretations or corrections thereof shall be final.

When issuing addenda, the Township shall provide required notice prior to the official receipt of proposals to any person who has submitted a proposal or who has received a proposal package pursuant to N.J.S.A. 40A:11-23c.1.

5. Discrepancies in Proposals
  - If the amount shown in words and its equivalent in figures do not agree, the written words shall be binding. Ditto marks are not considered writing or printing and shall not be used.
  - In the event that there is a discrepancy between the unit prices and the extended totals, the unit prices shall prevail. In the event there is an error of the summation of the extended totals, the computation by the Township of the extended totals shall govern.

#### **PRICING INFORMATION FOR PREPARATION OF PROPOSALS**

1. The Township is exempt from any local, state or federal sales, use or excise tax.
2. The prices shall remain firm for the contract period(s). The prices shall include the delivery and furnishing of all materials, travel time, travel expenses, and the performance of all labor and services necessary for proper completion of the work, except such as may be otherwise expressly provided in the Contract Documents.
3. Respondent shall be responsible for obtaining any applicable permits or licenses from any government entity that has jurisdiction to require the same. All proposals submitted shall have included this cost.
4. Respondents shall insert prices for furnishing goods and services required by the Scope of Services. Prices shall be net, including any charges for shipping, handling, copying, compiling, packing, etc. All transportation charges shall be fully prepaid by the Respondent. The Township shall not be responsible for delivery costs or travel costs of any type.

#### **STATUTORY AND OTHER REQUIREMENTS**

##### **a. Compliance with Laws**

Any contract entered into between the Respondent and the Township must be in accordance with and subject to compliance by both parties with the New Jersey Local Public Contracts Law. The Respondent must agree to comply with the non-discrimination provisions and all other laws and regulations applicable to the performance of services thereunder. The Respondent 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 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. Respondents are required to read American with Disabilities language that is part of the documents attached hereto and agree that the provisions of Title II of the Act are made part of the contract. The Respondent is obligated to comply with the Act and hold the Township harmless.

##### **d. Ownership Disclosure**

An Ownership Disclosure Statement is required to be submitted with each RFP submission. This mandatory form is provided as part of the RFP submission documents. **FAILURE TO INCLUDE A COMPLETED OWNERSHIP DISCLOSURE STATEMENT WITH EACH SUBMISSION SHALL RESULT IN THE REJECTION OF THE RESPONDENT'S SUBMISSION.**

##### **e. Non-Collusion Affidavit**

The Non-Collusion Affidavit, which is part of this RFP shall be properly executed and submitted with the RFP response. This form is provided as part of the bid documents.

##### **f. New Jersey Business Registration Certificate**

A New Jersey Business Registration Certificate is required pursuant to C57, PL2004; failure to be registered by time of contract award may 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>.

**g. Disclosure of Investment Activities in Iran**

Pursuant to N.J.S.A. 52:32-58, Respondent must certify that neither the Respondent, nor any of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32 – 56(e) (3)), is listed on the Department of the Treasury’s List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither is involved in any of the investment activities set forth in N.J.S.A. 52:32 – 56(f). The form is included as part of the RFP documents.

**h. 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 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 a certification indicating whether or not the Respondent 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 Township finds that a Respondent 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. This form is included as part of the bid documents.

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

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 form are available on the ELEC website.

Annual Disclosures require submission by March 30<sup>th</sup> of each year covering contracts and contributions for the prior calendar year. 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/](http://www.elec.state.nj.us/) If you have any questions, please contact ELEC at 1-888-313-ELEC (toll free in NJ) or 609- 292-8700.

**j. Insurance and Indemnification**

If it becomes necessary for the Respondent, either as principal or by agent or employee, to enter upon the premises or property of the Township in order to construct, erect, inspect, make delivery or remove property hereunder, the Respondent hereby covenants and agrees to take use, provide and make all proper, necessary and sufficient precautions, safeguards, and protection against the occurrence of happenings of any accident, injuries, damages, or hurt to person or property during the course of the work herein covered and be his/her sole responsibility.

The Respondent further covenants and agrees to indemnify and save harmless the Township from the payment of all sums of money or any other consideration(s) by reason of any, or all, such accidents, injuries, damages, or hurt that may happen or occur upon or about such work and all fines, penalties and loss incurred for or by reason of the violation of any Township regulation, ordinance or the laws of the State, or the United States while said work is in progress. The Respondent shall maintain sufficient insurance to protect against all claims under Workers Compensation, General Liability and Automobile and shall be subject to approval for adequacy of protection and certificates of such insurance shall be provided.

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

Successful Respondent will indemnify and hold harmless the Township from all claims, suits or actions 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 Respondent, the Respondent's agents, servants or sub-contractors in the delivery of materials and supplies, or in the performance of the work under this agreement.

**Certificates of the Required Insurance**

Certificates as listed above shall be submitted along with the contract as evidence covering Comprehensive General Liability, Comprehensive Automobile Liability, and where applicable, necessary Worker's Compensation and Employer's Liability Insurance. Such coverage shall be with acceptable insurance companies operating on an admitted basis in the State of New Jersey and shall name the Township as an additional insured.

**Insurance/Background Checks**

The Respondent is responsible to conduct adequate background checks on all employees and/or sub-contractors working at Township facilities. Consultants and/or sub-contractors must be bonded, show proof of insurance coverage naming the Township as an additional insured, and workers' compensation insurance.

**Insurance Requirements**

The Respondent 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 Respondent shall provide a certified copy of the policies and/or certificates of insurance satisfactory to the municipality prior to commencement of work.

1. Worker's Compensation and Employer's Liability Insurance: This insurance shall be maintained in force during the life of this contract by the Respondent covering all employees engaged in performance of this contract in accordance with the applicable statute. Minimum Employer's Liability is \$500,000.00.
2. General Liability Insurance: This insurance shall have limits of not less than \$1,000,000.00 any one person and \$1,000,000.00 any one accident for bodily injury and \$3,000,000.00 aggregate for property damage, and shall be maintained in force during the life of this contract by the Respondent.
3. Automobile Liability Insurance: This insurance covering Respondent for claims arising from owned, hired and non-owned vehicles with limits of not less than \$1,000,000.00 any one person and \$1,000,000.00 any one accident for bodily injury and \$1,000,000.00 each accident for property damage, shall be maintained in force during the life of this contract by the Respondent.
4. Professional Liability: This insurance shall be maintained in force during the life of this contract by the Respondent covering claims arising from errors and omissions/malpractice from its representation of the municipality with limits of not less than \$1,000,000.00 per occurrence. Per GFOA, level of malpractice insurance carried, including deductible amount to cover Errors & Omissions (E&O) improper judgments and negligence.

**k. HIPAA (if applicable)**

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

The Respondent shall (i) Not use or disclose protected health information other than as permitted or required by law; (ii) Use appropriate safeguards to protect the confidentiality of the information; (iii) Report any use or disclosure not permitted.

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

**l. 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.

**m. 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, the Respondent agrees to extend the terms and conditions of this RFP whether existing, expiring or expired no longer than six months, for services for the duration of the emergency. In the event the original Respondent cannot meet this requirement, the Township may solicit the services from any Respondent on this contract.

**n. 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.

**o. Failure to Enter Contract**

Should the Respondent, 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 Respondent.

**p. Commencement of Work / Termination of Contract**

The Respondent agrees to commence work on upon the first day of the contract period.

If, through any cause, the Respondent shall fail to fulfill in a timely and proper manner obligations under the Contract or if the Respondent violates any requirements of the Contract, the Township shall thereupon have the right to terminate the Contract by giving written notice to the Respondent 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 Respondent of any sum or sums set forth in the Contract.

The Respondent 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 Respondent, the Township may procure the articles or services from other sources and hold the Respondent 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 Respondent 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 Respondent 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 Respondent.

**r. Challenge of Specifications**

Any Respondent who wishes to challenge a specification shall file such challenge in writing with the Purchasing Agent no less than three (3) business days prior to the opening of the RFPs. 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 Respondent returns signed purchase order and voucher with original signature and original invoice within specified time period.

The Township may withhold all or partial payments on account of subsequently discovered evidence including but not limited to the following:

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

When the above grounds are removed, payment shall be made for amounts withheld because of them.

**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. A purchase order must be signed for payment to be made.

**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 Respondent for the purpose of assisting the Respondent 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 Respondent or permitted by the Respondent 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 Respondent 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**

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

**x. W-9**

Successful Respondent 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 Registered Municipal Auditor awarded a contract with the Township will adhere to the best practices described in the Office of the Comptroller's Report on municipal legal services.

**z. Conflict of Interest**

Indicate and disclose below any potential conflicts of interest that the Registered Municipal Auditor may have in performing these services for the Township of Mine Hill.

Conflict of Interest Yes \_\_\_\_\_ No \_\_\_\_\_ *If answered "yes", please explain below or on separate sheet(s)*

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## **METHOD OF CONTRACT 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 Respondent's submission.

The Respondent deemed most advantageous to the Township, price and other factors considered will be selected and subject to the Mayor's approval. Thereafter, the Mayor's recommendation shall be forwarded to the governing body for approval. Once approved by the governing body by resolution, the contract between the Township and the selected Respondent shall be prepared.

All awards are subject to availability of funds.

## **CAUSES FOR REJECTING PROPOSALS**

Proposals may be rejected for any of the following reasons:

1. All proposals pursuant to N.J.S.A. 40A:11-13.2;
2. If more than one proposal is received from an individual, firm or partnership, corporation or association under the same name;
3. Multiple proposals from an agent representing competing Respondents;
4. The proposal is inappropriately unbalanced;
5. The Respondent is determined to possess, pursuant to N.J.S.A. 40A:11-4b, Prior Negative Experience; or,
6. If the successful Respondent fails to enter into a contract within seven (7) days, Sundays and holidays excepted, or as otherwise agreed upon by the parties to the contract.
7. If the mandatory forms are not received within the RFP Packet.

## **ACQUISITION, MERGER, SALE AND/OR TRANSFER OF BUSINESS, ETC.**

1. It is understood by all parties that if, during the life of the contract, the Respondent disposes of his/her business concern by acquisition, merger, sale and or/transfer or by any means convey his/her interest(s) to another party, all obligations are transferred to that new party. In this event, the new owner(s) will be required to submit all documentation/legal instruments that were required in the original proposal/contract. Any change must be approved by the Township.
2. The Respondent will not assign any interest in the contract and shall not transfer any interest in the same without the prior written consent of the Township.
3. The Township may terminate the contract for convenience by providing 30 calendar days advance written notice to the Respondent.
4. If the successful Respondent and/or any of its employees and/or agents are required to be licensed and/or registered in order to perform the services which are the subject of this or any agreement thereof, then the agreement shall be terminated in the event that the appropriate governmental entity with jurisdiction has instituted an action to have the Respondent's license and/or registration suspended or revoked, or in the event that such entity has revoked or suspended said license or denied such registration. Notice of termination pursuant to this subparagraph shall be effective immediately upon the giving of said notice.

## **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.

## ADMINISTRATIVE DOCUMENTS

The following documents shall be submitted with your Proposal:

<b>Check if Attached</b>		<b>Respondent's Initials</b>
	Statement of Ownership Disclosure	
	Non-Collusion Affidavit	
	Disclosure of Investment Activities in Iran	
	Affidavit of Non-Debarred Status	
	Affirmative Action Compliance Notice	
	Mandatory EEO Language	
	Americans with Disability Act of 1990 Form	
	Anti-Discrimination Requirements	
	Pay to Play Advisory Notice	
	Certificate of Employee Information Report/AA-302	
	W-9	
	New Jersey Business Registration Certificate	
	Proposal	

## 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 with the bid 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 Respondent 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 noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. Attach additional sheets if more space is needed.

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	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 Respondent that *Mine Hill Township* 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 *Mine Hill Township* to notify *Mine Hill 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 *Mine Hill Township* to declare any contract(s) resulting from this certification void and unenforceable.

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

**NON-COLLUSION AFFIDAVIT**

STATE OF NEW JERSEY :  
 : ss  
COUNTY OF \_\_\_\_\_ :

I certify that I, \_\_\_\_\_, am of the firm of \_\_\_\_\_  
\_\_\_\_\_, the Respondent making this proposal  
submission for Registered Municipal Auditor and that I executed the said proposal with full authority to do so; that  
the Respondent has not, directly or indirectly entered into any agreement, participated in any collusion in connection  
with the above named RFP; and that all statements contained in said proposal and this affidavit are true, correct,  
and made with full knowledge that the Township of Mine Hill relies upon the truth of the statements contained in  
said Proposals and in the statements contained in this affidavit in awarding the contract for the said services.

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.

Signature of Representative: \_\_\_\_\_

Subscribed and sworn to before me  
This \_\_\_\_\_ day of \_\_\_\_\_, 2026

\_\_\_\_\_  
*Notary Public*

My commission expires \_\_\_\_\_

## DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that the person or entity, or one of the person or entity's parents, subsidiaries, or affiliates, is not identified on a list created and maintained by the Department of the Treasury as a person or entity engaging in investment activities in Iran. If the Director finds a person or entity to be in violation of the principles which are the subject of this law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the person or entity.

**I certify, pursuant to Public Law 2012, c. 25, that the person or entity listed for which I am authorized to bid/renew:**

Respondent: \_\_\_\_\_

is not providing goods or services of \$20,000,000 or more in the energy sector of Iran, including a person or entity that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; is not a financial institution that extends \$20,000,000 or more in credit to another person or entity, for 45 days or more, if that person or entity will use the credit to provide goods or services in the energy sector in Iran.

**In the event that a person or entity is unable to make the above certification because it or one of its parents, subsidiaries, or affiliates has engaged in the above-referenced activities, a detailed, accurate and precise description of the activities must be provided in part 2 below to the Division of Purchase under penalty of perjury. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.**

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

You must provide, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

Name: _____	Relationship to Respondent: _____
Description of Activities: _____	
Duration of Engagement: _____	Anticipated Cessation Date: _____
Contact Name: _____	Contact Phone Number: _____

### **Certification:**

I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that Township 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 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) and that the Township at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): _____	Signature: _____
Title: _____	Date: _____

**AFFIDAVIT OF NON-DEBARRED STATUS**

STATE OF NEW JERSEY :  
 : ss  
COUNTY OF \_\_\_\_\_ :

I, \_\_\_\_\_ of the City/Town of \_\_\_\_\_, in the  
County of \_\_\_\_\_ and the State of New Jersey, of full age, being duly sworn according to law on  
my oath depose and say that:

I, \_\_\_\_\_, am the \_\_\_\_\_  
*(Name)* *(Title, Position, etc.)*

of \_\_\_\_\_, the Respondent  
*(Name of Firm, Company or Corporation)*

submitting the proposal to Mine Hill Township and that I executed the submission with full authority so to do; that said Respondent at the time of submitting this proposal is not included on the State of New Jersey, State Treasurer’s List of Debarred, Suspended and Disqualified Respondents and Department of Labor’s Workplace Accountability in Labor List ; 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 Mine Hill relies upon the truth of the statements contained in said proposal and in statements contained in this affidavit in awarding a contract for said proposal.

The undersigned further warrants that should the name of the firm, company or corporation making this Bid appear on the State Treasurer’s List of Debarred, Suspended and Disqualified Respondents and Department of Labor’s Workplace Accountability in Labor List at any time prior to, and during the life of the Contract, including the Guarantee Period, that the Township of Mine Hill shall be immediately so notified by the signatory to this Eligibility Affidavit.

The undersigned understands that the firm, company or corporation making the submission as a vendor is subject to debarment, suspension and/or disqualification in contracting with the State of New Jersey if the vendor commits any of the acts listed therein, and as determined according to applicable law and regulation.

\_\_\_\_\_  
*(Signature of Respondent)*

(Seal if Corporation)

\_\_\_\_\_  
*(Printed Name & Title of Respondent)*

\_\_\_\_\_  
*(Address of Respondent)*

**AFFIRMATIVE ACTION COMPLIANCE NOTICE**

**EXHIBIT A**

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

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

The successful Respondent shall submit to the public agency, after notification of award but prior to execution of the contract, one of the following three documents as forms of evidence:

1. Letter of Federal Affirmative Action Plan Approval
2. Certificate of Employee Information Report
3. A photocopy of an Employee Information Report (AA302) provided by the Division and distributed to the public agency to be completed by the Respondent in accordance with N.J.A.C. 17:27-4.

The successful Respondent(s) must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the Respondent copy is retained by the Respondent.

The undersigned Respondent further understands that his/her proposal shall be rejected as non-responsive if said Respondent fails to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27.

Business Name: \_\_\_\_\_

Representative's Name (print): \_\_\_\_\_

Representative's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**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 et seq.**

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

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

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

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

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

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2. The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

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

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are

taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

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

**Letter of Federal Affirmative Action Plan Approval; Certificate of Employee Information Report; or Employee Information Report Form AA-302** (electronically provided by the Division and distributed to the public agency 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 requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

Business Name: \_\_\_\_\_

Representative's Name (print): \_\_\_\_\_

Representative's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## AMERICANS WITH DISABILITIES ACT OF 1990

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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. S12101 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 thereto, are made a part of this contract. In providing any act 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 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 must 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 proceedings 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.

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.

Business Name: \_\_\_\_\_

Representative's Name (print): \_\_\_\_\_

Representative's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**NEW JERSEY ANTI-DISCRIMINATION**

Pursuant to N.J.S.A. 10:2-1

- 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.

Business Name: \_\_\_\_\_

Representative's Name (print): \_\_\_\_\_

Representative's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**PAY TO PLAY ADVISORY**

Disclosure Requirement  
P.L. 2005, Chapter 271, Section 3 Reporting  
(N.J.S.A. 19:44A – 20.27)

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Any business entity that has received \$50,000 or more in contracts from government entities in a calendar year will be required to file an annual disclosure report with ELEC.

The report will include certain contributions and contract information for the current calendar year.

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](http://www.elec.state.nj.us).

If you have any questions, please contact ELEC at 1-888-313-ELEC (toll free in NJ) or 609-292-8700. An analyst from ELEC's Special Programs Section will assist you.

Business Name: \_\_\_\_\_

Representative's Name (print): \_\_\_\_\_

Representative's Signature: \_\_\_\_\_

Date: \_\_\_\_\_