

**BOROUGH OF HIGHLANDS
COUNTY OF MONMOUTH
STATE OF NEW JERSEY**

**REQUEST FOR PROPOSAL & QUALIFICATIONS FOR
BOROUGH AUDITOR**

Sealed proposals will be received by the Borough Administrator of the Borough of Highlands, New Jersey and opened and read in public in the Municipal Office at 42 Shore Drive, Highlands, New Jersey 07732, on **Tuesday, December 13, 2022, at 11:00a.m. prevailing local time.** Request for Proposal/Qualifications from Auditing Firms interested in serving as Borough Auditor to the Borough of Highlands for the period January 1, 2023 through December 31, 2023 for the Calendar Year 2023.

Successful applicants will be required to comply with requirements of N.J.S.A. 30:5-33, et seq. (N.J.A.C. 37:27), Equal Employment Opportunity, N.J.S.A. 52:32-44, et. seq., New Jersey Business Registration, N.J.S.A. 10:5-31 Affirmative Action.

All Addenda will be posted on the website www.highlandsborough.org. Therefore, all interested respondents should check the website from now through the date due. It is the sole responsibility of the respondent to be knowledgeable of all addenda related to the procurement.

Respondents shall comply with the said requirements.

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

By order of the Mayor and Council of the Borough of Highlands

Introduction

Pursuant to the Fair and Open Process established by N.J.S.A. 39:44A-3, et. Seq., the Borough seeks Requests for Proposal ("RFP") from auditing firms licensed to practice in the State of New Jersey that wish to serve as Borough Auditor for the Borough of Highlands. The successful firm must have significant experience in representing New Jersey public entities in the capacity as a municipal auditor. The successful auditing firm will provide the following services: The Borough Auditor must be a firm in the State of New Jersey and shall provide all necessary and desirable auditing services and advice requested by the Borough. Including, but not limited to the Municipal Audit, AFS, Debt Statement and assistance with budget preparations, as well as having a strong background in Hurricane Sandy Storm municipal programs/issues.

1. Hourly rate of Auditor and Associates and any other charges for services.
2. Break down of billing method.
3. Total Cost of Audit

Professional Information and Qualifications

Each interested Auditor 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 Borough (including staffing, familiarity and location of key staff);
9. Any other information which the interested auditor deems relevant;
10. A copy of your New Jersey Business Registration Certificate;
11. A completed Non-Collusion form (attached).
12. A completed Affirmative Action form (attached)
13. A completed Americans with Disabilities form (attached)

Selection Criteria

The selection criteria used in awarding a contract or agreement for professional 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 Borough, including staffing and familiarity with the subject matter; and
4. Cost effectiveness.

Submission Requirements

Responses to this RFP must be delivered in a sealed envelope bearing the title and received no later than **Tuesday, December 13, 2022, at 11:00am prevailing local time** to:

Borough Administrator - RFP Auditor
Borough of Highlands
42 Shore Drive
Highlands, NJ 07732

INSTRUCTIONS TO VENDORS AND STATUTORY REQUIREMENTS

SUBMISSION OF RFP's / PROPOSALS

1. Sealed proposals shall be received by the contracting unit, hereinafter referred to as "Borough," 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 Vendors.
3. **The proposal(s) shall be submitted in a sealed envelope: (1) addressed to the Borough Clerk, (2) bearing the name and address of the Vendor written on the face of the envelope, and (3) clearly marked "SEALED RFP" with the contract title, "Borough Auditor RFP 2023". There shall be one (1) signed original, and two (2) flash drives with copy of the proposal submitted.**
4. It is the Vendor's responsibility that proposals are presented to the Borough at the time and at the place designated. RFP's may be hand delivered or mailed; however, the Borough disclaims any responsibility for RFP's 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 RFP's forwarded to the Borough before the time of opening of RFP's may be withdrawn upon written application of the Vendor who shall be required to produce evidence showing that the individual is or represents the principal or principals involved in the proposal. Once RFP's 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 RFP's 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 Vendor, 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 Borough. Any changes, whiteouts, strikeouts, etc. in the RFP's 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 Vendor, and be signed by an authorized representative as follows:
 - a. 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.
 - b. 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.
 - c. Proposals by sole-proprietorship shall be signed by the proprietor.
 - d. When requested, satisfactory evidence of the authority of the officer signing shall be furnished.
8. Vendor should be aware of the following statutes that represent "Truth in Contracting" laws:
 - a. N.J.S.A. 2C:21-34, et seq. governs false claims and representations by Vendors. It is a serious crime for the Vendor to knowingly submit a false claim and/or knowingly make material misrepresentation.
 - b. 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.
 - c. N.J.S.A. 2C:27-11 provides that a Vendor commits a crime if said person, directly or indirectly, confers or agrees to confer any benefit not allowed by law to a public servant.
 - d. Vendor should consult the statutes or independent legal counsel for further information.

INTERPRETATION AND ADDENDA

1. The Vendor understands and agrees that its proposal is submitted on the basis of the RFP's prepared by the Borough. The Vendor accepts the obligation to become familiar with the Scope of Services.
2. Vendors 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 Vendors should be promptly reported in writing to the appropriate official. Any prospective Vendor 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 Vendor fails to notify the Borough of such ambiguities, errors or omissions, the Vendor shall be bound by the requirements of the Scope of Services and the Vendor's submitted proposal.
3. No oral interpretation and or clarification of the meaning of the Scope of Services will be made to any Vendor. Such request shall be in writing, addressed to the Borough'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.

All interpretations, clarifications and any supplemental instructions will be in the form of written addenda to the RFP's, and will be distributed to all prospective Vendors via the Borough's website (www.Highlandsborough.org). All addenda so issued shall become part of the RFP and proposal documents and shall be acknowledged by the Vendor in the proposal. The Borough's interpretations or corrections thereof shall be final.

When issuing addenda, the Borough 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.

4. 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 Borough of the extended totals shall govern.

INSURANCE AND INDEMNIFICATION

The Vendor shall be required to have the following insurance coverage. Said coverage shall be applicable to this proposal and be made a part of the proposal documents:

INSURANCE REQUIREMENTS

- **Worker's Compensation Insurance**

Workers Compensation insurance shall be maintained in full force during the life of the contract, covering all employees engaged in performance of the contract pursuant to N.J.S.A. 34:15-12(a) and N.J.A.C. 12:235-1.6.

- **General Liability Insurance**

The Vendor shall furnish evidence to the Borough prior to the work he/she or any of his/her subcontractors perform and will provide Standard Vendor's Liability for any operations to be performed by vendor or subcontractors as follows:

General liability insurance shall be provided with limits of not less than \$1,000,000 for any occurrence and \$1,000,000 aggregate for bodily injury and property damage, coverage shall be maintained in full force during the life of the contract.

- **Professional Liability Insurance**

Professional liability insurance covering Vendor for claims arising from its representation of the municipality with limits of not less than \$1,000,000 for any one occurrence, which shall be claim based, and coverage shall be maintained in full force during the life of the contract.

CERTIFICATES OF THE REQUIRED INSURANCE

Certificates of Insurance for those policies required shall be with an insurance company authorized to do business in the State of New Jersey and shall name the Borough as an additional insured.

Self-insured Vendors shall submit an affidavit attesting to their self-insured coverage and shall name the Borough as an additional insured.

INDEMNIFICATION

The Vendor shall indemnify, defend, and save harmless the Borough, at the vendors own cost and expense, from and against all losses and all claims, demands, payments, suits, actions, recoveries and judgments of every nature and description brought or recovered against him, by reason of any act or omission of the said Vendor, his agents or employees, in the delivery of services, execution of the work, or in the guarding of it.

The Vendor shall, and is hereby authorized to, obtain and pay for such insurance, naming as one of the assured, the Borough of Carteret, as will protect the Borough from its contingent liability under this contract, and the Borough's right to enforce against the Vendor any provision of this article shall be

contingent upon full compliance by the Borough with the terms of such insurance policy or policies, a copy of which shall be deposited with the Borough.

PRICING INFORMATION FOR PREPARATION OF PROPOSALS

1. The Borough 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. Vendor 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. Vendors 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 Vendor. The Borough shall not be responsible for delivery costs or travel costs of any type.

STATUTORY AND OTHER REQUIREMENTS

Where applicable, the following are mandatory requirements of this proposal and contract.

1. **MANDATORY AFFIRMATIVE ACTION CERTIFICATION**

No firm may be issued a contract unless it complies with the affirmative action provisions of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1 et seq. The following information summarizes the full, required regulatory text, which is included as Appendix A of this proposal Scope of Services.

- **Goods and Services (including professional services) Contracts**

Each Vendor 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:

- i. A photocopy of a valid letter that the Vendor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter); or
- ii. A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4; or
- iii. A photocopy of an Employee Information Report (Form AA 302) provided by the Division and distributed to the public agency to be completed by the Vendor in accordance with N.J.A.C. 17:27-4.

2. AMERICANS WITH DISABILITIES ACT OF 1990

Discrimination on the basis of disability in contracting for the purchase of goods and services is prohibited. Vendors are required to read Americans with Disabilities language that is included as Appendix B of this Scope of Services and agree that the provisions of Title II of the Act are made a part of the contract. The Vendor is obligated to comply with the Act and to hold the Borough harmless.

3. STOCKHOLDER DISCLOSURE

N.J.S.A. 52:25-24.2 provides that no corporation or partnership shall be awarded any contract for the performance of any work or the furnishing of any goods and services, unless, prior to the receipt of the proposal or accompanying the proposal of said corporation or partnership, Vendors shall submit a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own ten percent or more of its stock of any class, or of all individual partners in the partnership who own a ten percent or greater interest therein. The included Statement of Ownership (P-2) shall be completed and attached to the proposal. This requirement applies to all forms of corporations and partnerships, including, but not limited to, limited partnerships, limited liability corporations, limited liability partnerships and Subchapter S corporations. Failure to submit a stockholder disclosure document shall result in rejection of the proposal.

4. PROOF OF BUSINESS REGISTRATION

N.J.S.A. 52:32-44 requires that each Vendor (Vendor) submit proof of business registration with the proposal. Proof of registration shall be a copy of the Vendor's Business Registration Certificate (BRC). A BRC is obtained from the New Jersey Division of Revenue. Information on obtaining a BRC is available on the internet at www.nj.gov/njbgs or by phone at (609) 292-1730. N.J.S.A. 52:32-44 imposes the following requirements on Vendors and all subcontractors that **knowingly** provide goods or perform services for a Vendor fulfilling this contract:

- The Vendor shall provide written notice to its subcontractors and suppliers to submit proof of business registration to the Vendor;
- Prior to receipt of final payment from a contracting agency, a Vendor must submit to the contracting agency an accurate list of all subcontractors or attest that none was used;
- During the term of this contract, the Vendor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into this State.

A Vendor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a

contract with a contracting agency. Information on the law and its requirements is available by calling (609) 292-1730.

Failure to submit proof of registration within three (3) days of award for this proposal requires mandatory rejection of a proposal as a non-waivable defect.

5. NON-COLLUSION AFFIDAVIT

The Affidavit shall be properly executed and submitted with the proposal.

6. PAY TO PLAY

Starting in January 2007, business entities are advised of their responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27 if they receive contracts in excess of \$50,000 from public entities in a calendar year. Business entities are responsible for determining if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

Businesses are further required to comply with all local ordinances regarding contribution limits for publicly contracted entities. Business entities are obligated to become familiar with their obligations under the local ordinances prior to submitting proposals for public contracts to the Borough of Highlands.

METHOD OF CONTRACT AWARD

1. The Borough and the successful Vendor, shall execute said contract January one (1). The parties however may agree to extend the fifteen (15) day period in the event the contract cannot be signed in a timely manner. Failure or neglect of the Vendor to execute said contract or to contact the Borough to request an extension to execute said contract shall constitute a breach and the Borough can award the contract to the 2nd choice Vendor. Any contract resulting from this proposal shall be subject to a not to exceed amount, and the Borough shall not be responsible for any amount above the not to exceed amount listed in the Notice of Award. Pursuant to requirements of N.J.A.C. 5:30-5.1 et seq., any contract resulting from this proposal shall be subject to the availability and appropriation of sufficient funds annually.
2. The form of contract shall be submitted by the Borough to the successful Vendor. Terms of the Scope of Services/proposal package prevail. Vendor exceptions must be formally accepted by the Borough. Vendor exceptions must be listed on the vendor's submitted proposal in order to be considered by the Borough.
3. The Borough reserves the right to waive immaterial formalities. The Borough reserves the right to procure these items under State Contracts or inter-local agreements, if so desired.

CAUSES FOR REJECTING RFP's /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 (1) proposal is received from an individual, firm or partnership, corporation or association under the same name;
3. Multiple proposals from an agent representing competing Vendors;
4. The proposal is inappropriately unbalanced;
5. The Vendor is determined to possess, pursuant to N.J.S.A. 40A:11-4b, Prior Negative Experience; or,
6. If the successful Vendor 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.

TERMINATION OF CONTRACT

1. If, through any cause, the Vendor shall fail to fulfill in a timely and proper manner obligations under the contract or if the Vendor shall violate any of the requirements of the contract, the Borough shall there upon have the right to terminate the contract by giving written notice to the Vendor of such termination and specifying the effective date of termination. Such termination shall relieve the Borough of any obligation for balances to the Vendor of any sum or sums set forth in the contract. The Borough will pay only for goods and services accepted prior to termination.
2. Notwithstanding the above, the vendor shall not be relieved of liability to the Borough for damages sustained by the Borough by virtue of any breach of the contract by the Vendor and the Borough may withhold any payments to the Vendor for the purpose of compensation until such time as the exact amount of the damage due the Borough from the Vendor is determined.
3. The Vendor agrees to indemnify and hold the Borough harmless from any liability to Subcontractors/suppliers concerning payment for work performed or goods supplied arising out of the lawful termination of the contract by the Borough under this provision.
4. In case of default by the Vendor, the Borough may procure the services from other sources and hold the Vendor responsible for any excess cost.
5. Continuation of the terms of the contract beyond the fiscal year is contingent on availability of funds in the following year's budget. In the event of unavailability of such funds, the Borough reserves the right to cancel the contract.
6. **ACQUISITION, MERGER, SALE AND/OR TRANSFER OF BUSINESS, ETC.**
It is understood by all parties that if, during the life of the contract, the Vendor 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 Borough.
7. The Vendor will not assign any interest in the contract and shall not transfer any interest in the same without the prior written consent of the Borough.
8. The Borough may terminate the contract for convenience by providing 30 calendar days advance written notice to the Vendor.
9. If the successful Vendor 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 vendor'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.

**BOROUGH OF HIGHLANDS
BID DOCUMENT CHECKLIST**

Checked if Required	Submission Requirement	Initial each required entry and if required, submit the item
<input type="checkbox"/>	Bid Proposal Form	
<input type="checkbox"/>	Ownership Disclosure Certification - Statutory	
<input type="checkbox"/>	Acknowledgement of Receipt of Revisions or Addenda	
<input type="checkbox"/>	Non-Collusion Affidavit	
<input type="checkbox"/>	<i>Evidence of Affirmative Action Compliance*</i>	
<input type="checkbox"/>	<i>Proof of Business Registration (BRC)*</i>	
<input type="checkbox"/>	Disclosure of Investment Activities in Iran	
<input type="checkbox"/>	New Jersey Anti-Discrimination Provisions	
<input type="checkbox"/>	Business Entity Disclosure Certification (Pay to Play)	
<input type="checkbox"/>	Debarred, Suspended and Disqualified Consultant Affidavit	
<input type="checkbox"/>	References	
<input type="checkbox"/>	Status of Present Contracts	
<input type="checkbox"/>	Equipment Certification	
<input type="checkbox"/>	Public Works Contractor Registration Certificate	
<input type="checkbox"/>	Subcontractor Listing	
<input type="checkbox"/>	Bid Guarantee (with Power of Attorney for full amount of <i>Bid Bond</i>)	
<input type="checkbox"/>	Consent of Surety for Performance Bond (with Power of Attorney for full amount of <i>Bid Price</i>)	

****Statutorily allowed to be provided with bid OR prior to execution of contract.***

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

Please submit one (1) original Proposal and two (2) flash drives with copy of submitted Proposal.

Borough of Highlands

BID PROPOSAL FORM

(Contract Title and Bid Number, if applicable)

(Description of goods/services being bid)

The undersigned, being authorized, proposes to furnish and deliver the above goods/services pursuant to the bid specification and made part hereof:

Amount in words

\$

Amount in numbers

Company Name

Address

Signature of Authorized Agent

Type or Print Name

Title:

Telephone Number

Date

Fax Number

Email address

**BOROUGH OF HIGHLANDS
COST DETAILS/SIGNATURE PAGE**

BID TITLE _____

NAME AND TITLE OF EMPLOYEE WHO WILL PERFORM SERVICES **	HOURLY RATES	EXPENSES	TIME ESTIMATE, IF APPLICABLE
Travel Time			
Fax			
Postage			
Copies			
Other: <i>please specify</i>			
Other: <i>please specify</i>			

Please use additional sheet(s) if necessary.

Any fee or cost not specified in your proposal is to be included within the hourly fee proposed.

TOTAL COST, where appropriate, total cost “not to exceed” amount

\$_____ In words:_____

**Please include on a separate sheet the definition of the title used. The definition should reference the level of experience, licensing, and/or parameters of the job function.

Contract will be awarded by price and other factors considered.

The undersigned hereby declares that they have carefully examined the requirements of the specifications contained herein and propose the following for the Professional Services bid and if awarded the contract, he/she will provide services as specified by the Specifications.

SIGNATURE: _____

NAME PRINTED: _____

FIRM: _____

ADDRESS: _____

PHONE: _____ FAX: _____

EMAIL: _____

DATE: _____

FEE PROPOSAL TO PROVIDE THE SERVICES OUTLINED ABOVE

This fair and open process proposal is for the Request for Proposal/Request for Qualifications. Contract award(s) shall be made with reasonable promptness by written notice to that responsible bidder(s), whose bid proposal(s), conforming to this RFP/RFQ, is (are) most advantageous to the Borough, price and other factors considered.

OFFICE LOCATION – Please list complete address of servicing location:

PLEASE NOTE: EACH SPECIALTY APPLIED FOR MUST HAVE ITS OWN SUBMISSION WITH ALL REQUIRED DOCUMENTS. ONE SUBMISSION NOTING SEVERAL SPECIALTIES WILL NOT BE ACCEPTED.

STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: _____

Organization Address: _____

Part I Check the box that represents the type of business organization:

- ☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- ☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- ☐ For-Profit Corporation (any type) ☐ Limited Liability Company (LLC)
- ☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership (LLP)
- ☐ Other (be specific): _____

Part II

- ☐ The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

OR

- ☐ No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address

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

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above.** The disclosure shall be continued until names and addresses of every 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	Home Address (for Individuals) or Business Address

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the **Borough of Highlands** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with the **Borough** to notify the **Borough** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the **Borough** to declare any contract(s) resulting from this certification void and unenforceable.

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

Borough of Highlands

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

This form must be submitted whether or not addenda were issued. If no addenda were issued, check the "No Addenda were received box" and complete the signature section.

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number/Description	Dated	Acknowledge Receipt (initial)

☐ No addenda were received

Name of Bidder:	
By:	
(Signature of Authorized Representative)	
Name:	
Title:	
Date:	

Borough of Highlands

NON-COLLUSION AFFIDAVIT

State of New Jersey

County of _____

I, _____ residing in _____
(name of affiant) (name of municipality)

in the County of _____ and State of _____, of full age,
being duly sworn according to law on my oath depose and say that:

I am _____ of the firm of _____
(title or position) (name of firm)

_____ the bidder making this Proposal for the bid
entitled _____, and that I executed the said proposal with
(title of bid proposal)

full authority to do so; that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full

knowledge that the _____ relies upon the truth
of _____
(name of contracting unit)
the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by _____.
(name of firm)

Subscribed and sworn to before me this day, _____, 2_____:

Signature of affiant

Type or print name of affiant

Notary public of

My Commission expires _____

(Seal)

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq. (P.L.1975, c.127) and N.J.A.C. 17:27 et seq.

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.

AMERICANS WITH DISABILITIES ACT OF 1990

Equal Opportunity for Individuals with Disability

The contractor and the owner do hereby agree that the provisions of Title 11 of the Americans with Disabilities Act of 1990 (the "Act") (*42 U.S.C. 5121 01 et seq.*), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

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

New Jersey Business Registration Requirements

Pursuant to N.J.S.A. 52:32-44, _____ (“Contracting Agency”) is prohibited from entering into a contract with an entity unless the bidder/proposer/contractor, and each subcontractor that is required by law to be named in a bid/proposal/contract has a valid Business Registration Certificate on file with the Division of Revenue and Enterprise Services within the Department of the Treasury.

Prior to contract award or authorization, the contractor shall provide the Contracting Agency with its proof of business registration and that of any named subcontractor(s).

Subcontractors named in a bid or other proposal shall provide proof of business registration to the bidder, who in turn, shall provide it to the Contracting Agency prior to the time a contract, purchase order, or other contracting document is awarded or authorized.

During the course of contract performance:

- (1) the contractor shall not enter into a contract with a subcontractor unless the subcontractor first provides the contractor with a valid proof of business registration.
- (2) the contractor shall maintain and submit to the Contracting Agency a list of subcontractors and their addresses that may be updated from time to time.
- (3) the contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into the State. Any questions in this regard can be directed to the Division of Taxation at (609)292-6400. Form NJ-REG can be filed online at www.state.nj.us/treasury/revenue/busregcert.shtml.

Before final payment is made under the contract, the contractor shall submit to the Contracting Agency a complete and accurate list of all subcontractors used and their addresses.

Pursuant to N.J.S.A. 54:49-4.1, a business organization that fails to provide a copy of a business registration as required, or that provides false business registration information, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000, for each proof of business registration not properly provided under a contract with a contracting agency.

Emergency Purchases or Contracts

For purchases of an emergent nature, the contractor shall provide its Business Registration Certificate within two weeks from the date of purchase or execution of the contract or prior to payment for goods or services, whichever is earlier.

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM
N.J.S.A. 52:32-55 et seq. (P.L. 2012, c.25 and P.L. 2021, c.4)

This certification shall be completed, certified to, and submitted to the contracting unit prior to contract award, except for emergency contracts where submission is required prior to payment.

PART A: VENDOR INFORMATION	
Individual or Organization Name:	
Address of Individual or Organization:	

Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must certify that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the New Jersey Department of the Treasury's Chapter 25 List as a person or entity engaged in investment activities in Iran. The Chapter 25 list is found on the Division's website at <https://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Vendors/Bidders must review this list prior to completing the below certification. If the Director of the Division of Purchase and Property finds a person or entity to be in violation of the 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 party.

PART B: CHECK THE APPROPRIATE BOX	
<input type="checkbox"/>	I certify, pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4), that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List of entities determined to be engaged in prohibited activities in Iran.
OR	
<input type="checkbox"/>	I am unable to certify as above because the Vendor/Bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List. I will provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, has engaged in regarding investment activities in Iran by completing the information requested below.
Entity Engaged in Investment Activities Relationship to Vendor / Bidder Description of Activities	
Duration of Engagement Anticipated Cessation Date	
*Attach Additional Sheets If Necessary	

PART C: CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State 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. If I do so, I may be subject to criminal prosecution under the law, and it will constitute a material breach of my contract(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):

Title:

Signature:

Date:

NEW JERSEY ANTI-DISCRIMINATION PROVISIONS
N.J.S.A. 10:2-1 ET SEQ.

Pursuant to N.J.S.A. 10:2-1, if awarded a contract, the contractor agrees that:

- a. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;
- b. No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;
- c. There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and
- d. This contract may be canceled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract.

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

Part I – Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the _____ has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding ***January 1, 2023*** to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the ***Borough of Highlands*** as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

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 _____, 20 _____.

My Commission expires:

(Affiant)

(Print name & title of affiant) (Corporate Seal)

STATE OF NEW JERSEY)
)
COUNTY OF)

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

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

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

Notary Public _____

Signature of Officer or Individual

REFERENCES: Please provide a minimum of three (3) references below *or* you may use separate sheet(s). Please include contact name, title, client name and address, telephone number, email address and dates worked. You may also include additional references if desired.

1. _____

2. _____

3. _____

4. _____

Please add anything that the Borough would find of special interest.