

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

**REQUEST FOR PROPOSAL & QUALIFICATIONS FOR  
IT SERVICES**

Notice is hereby given that 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 **December 13, 2022, at 11:00am prevailing local time**. Request for Proposal/Qualifications from IT Professional or Firm interested in providing IT Services to the Borough of Highlands **for a 12-month period starting January 1, 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 issued on the website [www.highlandsborough.org](http://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

## **I. SCOPE OF CONTRACT**

The Borough of Highlands is seeking proposals to provide network support and assistance with acquisition of computer hardware and software **for a 12-month period starting January 1, 2023.**

This contract will be awarded through submission of written proposals.

Eligibility to Submit Proposal: In order to be eligible to submit a proposal, the proposer(s) must:

- Be registered to do business in New Jersey;
- Satisfy and comply with the terms, conditions and requirements specified in this RFQ/RFP;
- Be a legal resident in the United States;
- Not be on any State debarred contractor or vendor list;
- Be experienced in IT network support and various hardware and software utilized by the Borough

Proposals should reflect the following:

1. The ability to service and maintain Edmunds, NCIC, and multiple other Borough software packages.
2. The ability to successfully interface with the existing Web site.
3. The need to develop and maintain documentation of the Borough's network.
4. The ability to manage wiring needed for connectivity.
5. The ability to install and support secure wireless networks as required by the Borough.
6. The ability to support networked videoconferencing services (if required) in the Municipal Court.
7. The ability to set up and maintain off-site backup with minimal involvement of Borough staff on a day-to-day basis.
8. The ability to establish a remote system that is accessible at all times to the Borough Administrator, the Chief Financial Officer and/or their designees.
9. The ability to follow New Jersey public procurement laws and procedures for acquisition of hardware, software and account maintenance.
10. The ability to establish training programs for staff using new technologies of software upgrades.

The Borough of Highlands will allow prospective vendors to inspect current technology assets, pending availability of Borough personnel. Vendors must be accompanied by the Chief of Police or his designee during any visit to the Police Department. The Police Department network must be maintained to New Jersey State Police standards for access to the State Police Network/NCIC. The successful vendor (and their employees) will be subject to a background check and security clearance.

Proposals for technical support should include the following:

### **1. Servers and Network Devices**

General maintenance of servers and all other network devices including switches, hubs, routers and firewalls.

- A. Patches, services packs, security and operating system updates.
- B. Review of event logs and other indicators for maintenance troubleshooting.
- C. Server management and maintenance.
- D. Performance and capacity management, including critical server and NOS parameters, analysis of server efficiency, and recommendation and execution of changes based on monitoring
- E. Server hardware maintenance on failed equipment, control documentation, recommendation of server upgrades.
- F. Problem management for servers and peripherals including logging, diagnosis, escalating, follow-through, resolution and reporting.
- G. Provide guidance for planning upgrades, and assist in developing of a Borough-wide capital improvement plan in technology.
- H. Provide disaster support in case of network failure, to include a two-hour response time in the case of a server failure.
- I. Proposal must address ability to assist Police Department in case of system failure in their headquarters.

### **2. Local Area Network Services**

- A. Act as Network Administrator, providing upgrades, patches, anti-virus maintenance, error logs, system purges, print queues, drivers, user groups and file access.
- B. Must provide a workable backup system and train personnel to maintain.
- C. Assist with backup server data and on-demand restoration services.
- D. Monitor access to server resources and security violations.
- E. Assist with performing security/response management, including passwords, groups, and file/directory access.
- F. **Must provide and enforce a schedule for changing passwords.**
- G. Provide guidance for and advice for planning upgrades in both hardware and software.

### **3. Workstation Maintenance**

- A. Provide support for workstation or software installation problems on an as-needed basis.
- B. Provide support for printer problems on an as-needed basis
- C. Provide guidance for planning upgrades in both hardware and software. This proposal may be presented in various formats:
  - i. An overall annual contract to cover all items listed above, with an hourly rate for projects outside the scope of this outline, including server upgrades, server installation or reinstallation, disaster recovering, planning and design. The hourly rate should be available for purchase in blocks of time with remaining time to carry over if applicable.
  - ii. A contract that provides for: (a) Monthly support provided by a systems engineer, with (b) Purchase of a block of time, showing hourly rate, to cover areas that are not covered by the monthly support with remainder to be carried over into the following year.
  - iii. Other formats as determined by the vendor.

## II. REQUIREMENTS OF VENDORS

All applicants must include the following information in their proposal:

1. Names and statements of qualifications of chief officers of the entity or corporation.
2. Names and statements of qualifications of the person or persons who will be handling the account on a day-to-day basis.
3. Estimated response time and typical protocol for handling responses
4. References from existing clients, especially those in state or municipal government.
5. If government references are available, name and contact information of purchasing agent or Finance Office contact.
6. Copy of completed Borough of Highlands pay-to-play forms, available from Borough Clerk's office.  
**Applications that do not include these forms will be considered incomplete and not considered.**
7. Name of at least one client that discontinued service with the vendor in the past three years.
8. Statement of vendor's ability to abide by a government purchasing schedule, which may take up to six weeks to make payment.
9. Statement that vendor shall provide staff during regular Borough business hours on one (1) day of each week of each month during the term of the contract to assist the Township with the subject network. As part of its proposal, the vendor shall be required to provide a fee proposal with and without this staffing requirement.

## III. TERMS, CONDITIONS AND REQUIREMENTS

Note: Once the Borough selects a proposal, the parties will be required to execute a contract.

### A. Vendor and Township Ethics

The Borough and persons who/that provide services to it are governed by the Local Government Ethics Law, N.J.S.A. 40A:9-22.1 et seq., and ethics policies adopted by the Borough. In particular, proposers are put on notice that the Borough employees, as well as members of their immediate family and business organizations in which they have an interest, are prohibited from soliciting or accepting gifts, favors, loans, services, promise of future employment or other thing of value from any person or entity which has a contract with the Borough or the Borough employee has reason to believe that the person or entity may be awarded a contract with the Borough.

### B. Insurance Requirements

The proposer selected to provide the services described in this RFQ/RFP are required to maintain the following policies of insurance during the term of the contract:

- Not less than the minimum Workers' Compensation and Employer's Liability insurance required by New Jersey law.
- Commercial General Liability including Products/Completed Operations liability coverage for Personal Injury and Property Damage of not less than one million dollars (\$1,000,000) for each occurrence and two million dollars (\$2,000,000) annual aggregate.
- Professional Liability insurance in the amount of one million dollars (\$1,000,000) for each wrongful act/two million dollars (\$2,000,000) aggregate.

### C. New Jersey Business Registration Requirements

The following provisions apply to the contract for this RFQ/RFP unless the proposer is (a) a not-for-profit business or (b) a body corporate and politic of the State of New Jersey.

For the purpose of this Agreement, the following terms have the meanings stated below. "Affiliate" means an entity that (a) directly, indirectly, or constructively controls another entity, (b) is directly, indirectly or

constructively controlled by another entity or (c) is subject to the control of a common entity if it owns, directly or individually, more than 50% of the ownership interest in the common entity.

“Agreement” means this RFQ/RFP, executed by the proposer and the Township.

“Business organization” means an individual, partnership, association, joint stock company, trust, corporation or other legal business entity or successor thereof. It also includes any affiliates of the business organization. It does not include government agencies or organizations organized as non-profit entities.

“Proof of registration” means a copy of the organization’s “Business Registration Certificate” issued by the New Jersey Treasury Department, Division of Revenue. No other form is valid.

"Subcontractor" means any business organization that (a) is not the Proposer and (b) knowingly provides goods or performs services for a Proposer or another subcontractor in the fulfillment of the Proposer’s responsibilities pursuant to this Agreement.

C1. The proposer shall submit proof of registration to the Borough.

C2. The proposer shall notify in writing all subcontractors that will provide services pursuant to this Agreement that each is required to provide proof of registration to the Township.

C3. Final payment pursuant to this Agreement shall not be owed to the proposer until the proposer has submitted (a) an accurate list of all subcontractors that provided services pursuant to this Agreement and (b) proof of registration for each or, in the alternative, the proposer has certified that no subcontractors provided services in connection with this Agreement.

C4. A business organization that fails to provide a copy of business registration as required pursuant to section 1 of P.L. 2001, c.134 (C.52:32-44 et al.) or subsection e. or f. of section 92 of P.L. 1977, c.110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000, for each business registration copy not properly provided pursuant to this Agreement.

#### **IV. SELECTION PROCESS**

All interested parties are requested to provide a detailed written proposal indicating how the services will be provided and by whom and the cost for same.

An evaluation committee that will include the Business Administrator, Chief of Police, Director of Public Works and representatives from the Municipal Clerk and of the Office of the Mayor will evaluate proposals according to competitive criteria, with cost, vendor experience, response time, qualifications of responding personnel, and ability to follow New Jersey public procurement laws and procedures to be considered. **All proposals must include daytime contact information for the primary person who would be handling the account for the Borough of Highlands.**

**Please submit one original and two (2) thumb drives of your proposal and the attached questionnaires, either in person or postmarked to Borough Administrator, Borough of Highlands/RFP IT Services, 42 Shore Drive, Highlands, NJ 07732, no later than December 13, 2022, at 11:00am prevailing local time.**

Any questions about the requirements can be directed to Michael Muscillo, (732) 872-1224 x203, or [mmuscillo@highlandsborough.org](mailto:mmuscillo@highlandsborough.org)

**V. CONDITIONS GOVERNING PROPOSALS**

The Borough of Highlands is not responsible for any proposals that are lost, wrongly addressed, misdirected or otherwise undeliverable.

The Borough of Highlands is not responsible for any costs incurred in preparing submissions of responses to this RFP.

By submitting a proposal, a vendor agrees that it will not make any claims for or have any right to damages because of any misrepresentation or lack of information.

All materials, proposals and contents submitted during the review process will become the property of the Borough of Highlands except in cases mutually agreed upon by the parties.

**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 - <b>Statutory</b>	
<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 <b>full amount</b> of <i>Bid Bond</i> )	
<input type="checkbox"/>	Consent of Surety for Performance Bond (with Power of Attorney for <b>full amount</b> 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

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(Contract Title and Bid Number, if applicable)

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(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:

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Amount in words

\$

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Amount in numbers

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Company Name

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Address

---

Signature of Authorized Agent

---

Type or Print Name

Title: 

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---

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:**

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**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](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](http://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.**

<b>PART A: VENDOR INFORMATION</b>	
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.

<b>PART B: CHECK THE APPROPRIATE BOX</b>	
<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.
<b>OR</b>	
<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

<b>Name of Stock or Shareholder</b>	<b>Home Address</b>

**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 \_\_\_\_\_

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

\_\_\_\_\_  
Name and Title of Affiant

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. \_\_\_\_\_

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2. \_\_\_\_\_

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3. \_\_\_\_\_

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4. \_\_\_\_\_

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