

## BOROUGH OF HIGHLANDS 2024 ENGINEER PROPOSALS

### PROFESSIONAL SERVICES CONTRACTS TO BE AWARDED BY ESTABLISHED QUALIFICATION CRITERIA FOR:

- MUNICIPAL ENGINEER
- LANDUSE BOARD ENGINEER
- CONSULTING ENGINEER

Notice is hereby given that sealed proposals addressed to Borough Clerk, will be received up to **11:00am prevailing time on November 21, 2023**, at which time they will be publicly opened and read by the Borough of Highlands, at the Municipal Building, 151 Navesink Ave., Highlands, New Jersey 07732.

Specifications and other bid information may be obtained at the Borough Office at 42 Shore Drive, Highlands, NJ during normal business hours 8:30am – 4:30pm or online at [www.highlandsborough.org](http://www.highlandsborough.org). Bids must be made on the proposal forms included with the bid specification, be enclosed in a sealed package bearing the name and address of the bidder and “*BID TITLE, NAME*” on the outside, addressed to Michael Muscillo, at the address above.

Pursuant to N.J.S.A. 40A:11-23c, addenda may be issued for proposals. It is the sole responsibility of the person submitting the bid to be knowledgeable of all addenda related to this procurement. Copies of addenda or notice of same will be made available on the Borough website. It is recommended that all bidders who download specifications from the website to check prior to bid opening to see if any addenda have been issued.

The Borough of Highlands is soliciting proposals through a fair and open process in accordance with N.J.S.A. 19:44A-20.4 et seq., P.L. 2004 Chapter 19 (as amended by P.L. 2005, c.51), Highlands Borough is soliciting Requests for Proposal/Statements of Qualification for Bidders for professional service position appointments. All reportable contributions to any Highlands Borough candidate for Mayor or Borough Council or officeholder of political committee are required to be reported pursuant to N.J.S.A. 19:44A-1, et seq.

Responses to the above referenced professional attorney positions should address the general criteria and mandatory minimum criteria for each engineer position sought. All responses will be treated as confidential and reviewed only by the Administrator and Governing Body, unless otherwise required by law.

**EACH** engineer specialty requires one (1) original with original signatures marked “ORIGINAL,” and two (2) flash drives containing exact copy of the original submission.

One (1) or more Engineer(s) within each specialty may be awarded a one (1) year contract. Appointments shall be for the calendar year **2024**. Price and other factors considered.

As used herein, the term Borough shall include all Highlands Borough Departments, Boards, Commissions, and affiliated agencies.

The Borough Council reserves the right to reject any and all proposals in whole or in part and to waive such informalities as may be permitted by law.

Bidders are required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1 et seq., Affirmative Action requirements, N.J.S.A. 19:44A-20.4 et seq., P.L. 2004, Chapter 19 (as amended by P.L. 2005, c.51)

Michael Muscillo  
Borough Administrator  
November 1, 2023

## 1. INTRODUCTION

The Borough of Highlands (hereinafter the “Borough”) is soliciting proposals from qualified firms interested in performing the duties and functions for the enclosed Engineer specialties and intends to award professional services contract for the defined scope of work in accordance with N.J.S.A. 19:44A-20.4 et seq. (Fair and Open process).

One (1) or more Engineer(s) will be awarded a one (1) year contract.

Each specialty applied for **MUST** have its own submission with all required documents. One submission noting several specialties **WILL NOT** be accepted.

Appointments shall be for the calendar year of 2024, price and other factors considered.

As used herein, the term “Borough” shall include all Highlands Borough Departments, Boards, Commissions and affiliated

## 2. ADMINISTRATIVE CONDITIONS AND REQUIREMENTS

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

### 2.1 Proposal Submission Information

**Submission Date and Time: November 21, 2023, 11:00 AM prevailing time.**

The applicant/proposer shall submit one (1) original with original signatures marked ‘ORIGINAL’ and two (2) flash drives containing exact copies of the original submission for **EACH** specialty bid.

#### **Submission Office:**

Borough of Highlands/RFP [Municipal Engineer, Land Use Engineer, or Consulting Engineer]  
Borough Administrator  
151 Navesink Ave.  
Highlands, NJ 07732

Clearly mark the submittal package with the title of this RFP/RFQ [Specialty] Engineer and the name of the responding firm, addressed to the Borough Administrator. The original proposal shall be marked to distinguish it. Only those RFP/RFQ responses received prior to or on the submission date will be considered. Any submission(s) received after the specified time and location will be returned unopened. Responses delivered before the submission date and time specified above may be withdrawn upon written application of the respondent who shall be required to produce evidence showing that the individual is or represents the principal or principals involved in the proposal. After the submission date and time specified above, responses must remain firm for a period of sixty (60) days.

### 2.2 Interpretations and Addenda

Bidders are expected to examine the RFP/RFQ with care and observe all its requirements. All questions about the meaning or intent of this RFP/RFQ, all interpretations and clarifications considered necessary by the Borough’s representative in response to such comments and questions will be issued by Addenda. Only comments and questions responded to by formal written Addenda will be binding. **Questions may be emailed to [mmuscillo@highlandsborough.org](mailto:mmuscillo@highlandsborough.org).** Oral interpretations, statements or clarifications are without legal effect. It is

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

### **2.3 Assign, Sublet or Transfer Any Rights/Interests**

Neither the owner nor the Bidder shall assign, sublet, or transfer any rights or interests in this Agreement without the prior written consent of the other party. Unless specifically stated to the contrary, in writing, prior to any assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing herein shall be construed to give any rights or benefits to any other than the owner and the Bidder.

### **2.4 Cost Liability and Additional Costs**

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

### **2.5 Statutory and Other Requirements**

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

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

#### **b. Mandatory EEO/Affirmative Action Compliance**

No firm shall be issued a contract unless it complies with the EEO/Affirmative Action requirements of P. L. 1975, C. 127 as identified in the documents attached hereto. The form shall be properly executed.

#### **c. Americans with Disabilities Act of 1990**

Discrimination on the basis of disability in contracting for the delivery of services is prohibited. Respondents are required to read American with Disabilities language that is part of the documents attached hereto and agree that the provisions of Title II of the Act are made part of the contract. The bidder is obligated to comply with the Act and hold the owner harmless.

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

No corporation or partnership shall be awarded any contract for the performance of any work or the furnishing of any goods, unless, with receipt of the proposal of said corporation or partnership, there is submitted to the Borough a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own ten (10) percent or greater interest therein. The Respondent shall complete and submit the form of statement that is included in this RFP/RFQ.

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

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

#### **f. NJ Business Registration Certificate**

Certificate required pursuant to C57, PL2004; failure to be registered by time of contract award may be cause for rejection. Entities or individuals that need to file for a certificate may do so on-line through the NJ Division of Local Government Services at the following link: <http://www.state.nj.us/treasury/revenue/busregcert.shtml> .

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

P.L. 2012, c.25 prohibits State and local public contracts with persons or entities engaging in certain investment activities in energy or finance sectors of Iran.

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

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

**i. Insurance and Indemnification**

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

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

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

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

**Certificates of the Required Insurance**

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

**Insurance/Background Checks**

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

## **Insurance Requirements**

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

### **1. Worker's Compensation and Employer's Liability Insurance**

This insurance shall be maintained in force during the life of this contract by the bidder covering all employees engaged in performance of this contract in accordance with the applicable statute. Minimum Employer's Liability is \$500,000.00.

### **2. General Liability Insurance**

This insurance shall have limits of not less than \$1,000,000.00 any one person and \$1,000,000.00 any one accident for bodily injury and \$3,000,000.00 aggregate for property damage and shall be maintained in force during the life of this contract by the bidder.

### **3. Automobile Liability Insurance**

This insurance covering bidder for claims arising from owned, hired and non-owned vehicles with limits of not less than \$1,000,000.00 any one person and \$1,000,000.00 any one accident for bodily injury and \$1,000,000.00 each accident for property damage, shall be maintained in force during the life of this contract by the bidder.

### **4. Professional Liability**

\$1,000,000.00 errors and omissions/malpractice for occurrence.

## **j. HIPAA (if applicable)**

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

The bidder shall:

- Not use or disclose protected health information other than as permitted or required by law
- Use appropriate safeguards to protect the confidentiality of the information
- Report any use or disclosure not permitted

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

## **k. Proof of Licensure**

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

## **l. Public Emergency**

In the event of a Public Emergency declared at the Local, State or Federal Level, if the Borough opts to extend terms and conditions of this RFP/RFQ, the bidder agrees to extend the terms and conditions of this RFP/RFQ, whether existing, expiring or expired no longer than six months, for goods and/or services for the duration of the emergency. In the event the original bidder cannot meet this requirement, the Borough may solicit the goods and/or services from any respondent on this contract.

**m. Multiple Proposals Not Accepted**

More than one proposal from an individual, a firm or partnership, a corporation or association under the same or different names shall not be considered.

**n. Failure to Enter Contract**

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

**o. Commencement of Work**

The bidder agrees to commence work after the date of award by the owner and upon notice from the using department.

**p. Termination of Contract**

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

The bidder agrees to indemnify and hold the owner 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 owner under this provision. In case of default by the bidder, the owner may procure the articles or services from other sources and hold the bidder responsible for any excess cost occasioned thereby.

**q. Non-Allocation of Funding Termination**

Each fiscal year payment obligation of the Owner is conditioned upon the availability of Owner funds appropriated or allocated for the payment of such an obligation. If funds are not allocated and available for the continuance of any services performed by the Bidder hereunder, whether in whole or in part, the Owner at the end of any particular fiscal year may terminate such services. The Owner will notify the Bidder in writing immediately of any services that will be affected by a shortage of appropriated funds. This provision shall not be construed so as to permit the Owner to terminate this Agreement during the term, or any service hereunder, merely in order to acquire identical services from a third-party bidder.

**r. Challenge of Specifications**

Any respondent who wishes to challenge a specification shall file such challenge in writing with the Purchasing Agent no less than three (3) business days prior to the opening of the RFP/RFQ's. Challenges filed after that time shall be considered void and having no impact on the owner or the award of contract.

**s. Payment**

Invoices shall specify, in detail, the period for which payment is claimed, the services performed during the prescribed period, the amount claimed and correlation between the services claimed and the Proposal Cost Form.

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

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

1. Deliverables not complying with the project specification;
2. Claims filed or responsible evidence indicating probability of filing claims;

3. A reasonable doubt that the Contract can be completed for the balance then unpaid.

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

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

Public funds may be used to pay only for goods delivered or services rendered. The Borough will not pay penalties and/or interest on overdue bills. No employee is authorized to sign a letter of credit or any other document that represents a legal commitment on the part of the Borough to pay additional fees.

**u. Availability of Funds**

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

**v. Ownership of Material**

The owner shall retain all of its rights and interest in any and all documents and property both hard copy and digital furnished by the owner to the bidder for the purpose of assisting the bidder in the performance of this contract. All such items shall be returned immediately to the owner at the expiration or termination of the contract or completion of any related services, pursuant thereto, whichever comes first. None of the documents and/or property shall, without the written consent of the owner, be disclosed to others or used by the bidder or permitted by the bidder to be used by their parties at any time except in the performance of the resulting contract.

Ownership of all data, materials and documentation originated and prepared for the owner pursuant to this contract shall belong exclusively to the owner. All data, reports, computerized information, programs and materials related to this project shall be delivered to and become the property of the owner upon completion of the project. The bidder shall not have the right to use, sell, or disclose the total of the interim or final work products, or make available to third parties, without the prior written consent of the owner. All information supplied to the owner may be required to be supplied on CD-ROM media compatible with the owner's computer operating system, windows based, Microsoft Office Suite 2007 or greater.

**w. Altering Official Document**

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

**x. W-9**

Successful bidder/respondent shall complete W-9 Form and submit to Purchasing prior to contract award.

The form is available at the following link: <http://www.irs.gov/pub/irs-pdf/fw9.pdf>

**y. Conflict of Interest**

Indicate and disclose below any potential conflicts of interest that the Engineer(s) may have in performing these services for the Borough of Highlands.

**Conflict of Interest** Yes \_\_\_\_\_ No \_\_\_\_\_

*If answered "yes", please explain below or on separate sheet(s)*

---

---

---

## **2.6 Representations**

The Bidder hereby represents as follows:

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



## **MUNICIPAL ENGINEER**

### **PERIOD OF CONTRACT**

This contract shall be for the 2024 calendar year.

### **DESCRIPTION OF REQUIRED SERVICES – MUNICIPAL ENGINEER:**

Borough of Highlands desires to appoint a firm to provide consulting municipal engineering services to Borough. Applicants should demonstrate knowledge and experience with respect to all aspects of engineering services and/or land use regulations required by a municipal entity. Any experience or knowledge of matters that directly affect Borough of Highlands should be addressed.

### **MANDATORY MINIMUM REQUIREMENTS:**

The proposal submitted by the Respondent must meet or exceed the professional, administrative and financial qualifications and requirements as set forth in the RFP/RFQ and shall incorporate the information requested below. A Respondent may submit supplemental information that it feels may be useful in evaluating its proposal. Respondents are encouraged to be clear, factual, and concise in their presentation of information.

1. Must be certified to provide engineering services in the State of New Jersey.
2. Must have a minimum of ten (10) years' experience in providing consulting engineering services to municipalities including demonstrated experience with road programs, drainage improvement projects, sanitary sewer projects, utility upgrades and replacement, public building improvements, recreational facilities, land surveying and mapping projects.
3. Must be experienced in obtaining permits and approvals from various state, county and local regulatory agencies with specific experience related to redevelopment and land use preferred.
4. Must maintain a staff of New Jersey licensed or certified professionals sufficient to service Borough of Highlands including, but not limited to: civil engineers, land surveyors, planners, environmental scientists and construction administrators.
5. Please list office location. Must be able to respond to emergent matters promptly.
6. Must be experienced in the preparation of grant applications.
7. Must have project managers with at least ten (10) years of municipal experience.
8. Must list past and present municipalities served as Engineer.
9. Schedule of hourly rates for engineer(s) and support staff. The fee proposal at the end of this section must be completed as outlined or the proposal will be rejected.

## **LAND USE BOARD ENGINEER**

### **PERIOD OF CONTRACT**

This contract shall be for the 2024 calendar year.

### **DESCRIPTION OF REQUIRED SERVICES – LAND USE BOARD ENGINEER:**

Borough of Highlands and its Land Use Board desires to appoint a firm to provide consulting engineering services to Borough of Highlands. Applicants should demonstrate knowledge and experience with respect to all aspects of engineering services and land use regulations required by a municipal entity. Any experience or knowledge of matters that directly affect Borough of Highlands should be addressed.

### **MANDATORY MINIMUM REQUIREMENTS**

The proposal submitted by the Respondent must meet or exceed the professional, administrative and financial qualifications and requirements as set forth in the RFP/RFQ and shall incorporate the information requested below. A Respondent may submit supplemental information that it feels may be useful in evaluating its proposal. Respondents are encouraged to be clear, factual, and concise in their presentation of information.

1. Must be certified to provide engineering services in the State of New Jersey.
2. Schedule of hourly rates for Land Use Board Engineer(s) and support staff. The fee proposal at the end of this section must be completed as outlined or the proposal will be rejected.
3. Must have a minimum of five (5) years' experience in providing Land Use Board engineering services to municipalities.
4. Must be experienced in obtaining permits and approvals from various state, county and local regulatory agencies with specific experience related to redevelopment and land use preferred.
5. Must maintain a staff of New Jersey licensed or certified professionals sufficient to service Borough of Highlands including, but not limited to: civil engineers, land surveyors, planners, landscape architects, environmental scientists and construction administrators.
6. Must list past and present municipalities served as Land Use Board Engineer.
7. Please list office address. Must be able to respond to emergent matters promptly.
8. Key personnel must be able to attend bi-monthly work sessions, site visits and Board meetings, as necessary.
9. Ability to advise Board members and staff with respect to how the application complies with local ordinances, state law, DEP regulations. Must have a working knowledgeable of Stormwater Management Act, Municipal Land Use Law, NJDOT access management, and similar state laws.
10. Training and/or certification in Context Sensitive Design, Low Impact Development (LID), U.S. Green Building LEED-AP is favorable, but not required.

### **STANDARDS FOR DELIVERABLES**

1. Except for appendices, all reports are to be presented for ease of readability by the average citizen; include charts, graphs and other graphics as appropriate.
2. All Board reports should be provided in both paper and digital format (PDF).

## **CONSULTING ENGINEER**

### **PERIOD OF CONTRACT**

This contract shall be for the 2024 calendar year.

### **DESCRIPTION OF REQUIRED SERVICES – CONSULTING ENGINEER:**

Borough of Highlands desires to appoint a firm to provide consulting engineering services to Borough of Highlands. Applicants should demonstrate knowledge and experience with respect to all aspects of engineering services and land use regulations required by a municipal entity. Any experience or knowledge of matters that directly affect Borough of Highlands should be addressed.

### **MANDATORY MINIMUM REQUIREMENTS**

The proposal submitted by the Respondent must meet or exceed the professional, administrative and financial qualifications and requirements as set forth in the RFP/RFQ and shall incorporate the information requested below. A Respondent may submit supplemental information that it feels may be useful in evaluating its proposal. Respondents are encouraged to be clear, factual, and concise in their presentation of information.

11. Must be certified to provide engineering services in the State of New Jersey.
12. Schedule of hourly rates for Engineer(s) and support staff. The fee proposal at the end of this section must be completed as outlined or the proposal will be rejected.
13. Must have a minimum of five (5) years' experience in providing Engineering services to municipalities.
14. Must be experienced in obtaining permits and approvals from various state, county and local regulatory agencies with specific experience related to municipal, redevelopment and land use preferred.
15. Must maintain a staff of New Jersey licensed or certified professionals sufficient to service Borough of Highlands including, but not limited to: civil engineers, land surveyors, planners, landscape architects, environmental scientists and construction administrators.
16. Must list past and present municipalities served as Consulting Engineer.
17. Please list office address. Must be able to respond to emergent matters promptly.
18. Key personnel must be able to attend bi-monthly work sessions, site visits and Board meetings, as necessary.
19. Ability to advise Board members and staff with respect to how the application complies with local ordinances, state law, DEP regulations. Must have a working knowledgeable of Stormwater Management Act, Municipal Land Use Law, NJDOT access management, and similar state laws.
20. Training and/or certification in Context Sensitive Design, Low Impact Development (LID), U.S. Green Building LEED-AP is favorable, but not required.

### **STANDARDS FOR DELIVERABLES**

3. Except for appendices, all reports are to be presented for ease of readability by the average citizen; include charts, graphs and other graphics as appropriate.
4. All Board reports should be provided in both paper and digital format (PDF).

## PROPOSAL REQUIREMENTS

### 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.

### Qualification Statement and Proposal

Respondents are requested to submit a Qualification Statement and Proposal for **EACH** category in which they are interested. The Qualification Statement and Proposal for **EACH** category must contain all requirements of the RFP/RFQ and the following information.

1. A statement that your firm is interested in performing the work described in this RFP/RFQ.
2. The address of the office in which the work will be performed.
3. The name and title of the individuals who will be assigned to the project(s).
4. A narrative demonstrating your understanding of all work necessary. The narrative must detail your firm's particular ability to perform the type of work. The narrative must indicate the experience of your firm/staff for the type of work involved for the categories your firm is preparing a response. The narrative should address the ability of your firm to complete the required work in a professional and cost-effective manner.
5. Resumes of key personnel must be submitted along with your firms' proposals. Each resume shall be a maximum of two, single sided, 8 ½ "x 11" sheets in length and must highlight education, professional credentials, and work performance on projects similar to that described in this RFP/RFQ. A resume of the primary partner, as well as the resume(s) of key personnel must be included.
6. It is anticipated that the Borough will require monthly itemized statements for all services and will subject these statements to audit at least annually. Describe how your firm would provide for this reporting.
7. Please submit an example of a typical invoice your firm provides to a public agency.

### Fee Schedule

Respondents shall submit a proposed hourly rate fee schedule for the period of January 1, 2024 through December 31, 2024.

**The fee proposal at the end of this section MUST be completed as outlined or the proposal will be rejected.**

**Failure of this requirement will deem multiple considerations void.**

### References

Please provide a list of (3) three clients for whom similar services have been provided. Include the following in your response:

- |                          |                     |                 |
|--------------------------|---------------------|-----------------|
| 1. Name of Client        | 4. Contact Person's | 7. Dates Worked |
| 2. Address of Client     | 5. Telephone Number |                 |
| 3. Contact Person's Name | 6. E-mail address   |                 |

## **EVALUATION, REVIEW AND SELECTION PROCESS**

### **Proposals to Remain Subject to Acceptance**

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

### **Rejection of Proposals**

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

### **If No Proposals Are Received**

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

### **Evaluation Process**

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

### **Evaluation Criteria**

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

- 1. Understanding of the Scope of Work**
  - a. Completeness responsive to the RFP/RFQ
  - b. Compliance with instructions & requests
  - c. Demonstrates clear understanding of Scope of Work
- 2. Knowledge and Technical Competence**
  - a. Suitability to perform the required tasks
  - b. Technical processes & equipment
  - c. Process(es) used to measure & assure the quality of service
- 3. Management, Experience and Personnel Qualifications**
  - a. Project management team & their qualifications
  - b. Education & training of employees
  - c. Additional resources available
  - d. Record of reliability & quality of service
  - e. Experience performing similar work
  - f. References – as required in RFP
- 4. Cost**
  - a. Explanation of costs (on Cost Sheet)
  - b. Cost comparison
  - c. Miscellaneous additional services costs

**Term of Contract: January 1, 2024 – December 31, 2024**

The Professional Services Committee will select the vendor(s) deemed most advantageous to the Borough, price and other factors considered. The Professional Services Committee's selection is subject to the Mayor's approval. Thereafter, the Mayor's recommendation shall be forwarded to the governing body for approval. Once approved by the governing body by resolution, the contract between the Borough and the selected vendor(s) shall be prepared.

All awards are subject to availability of funds.

**Notice of Award**

The successful respondent will be notified of the award of contract upon a favorable decision by the governing body. The Purchasing Agent may then send a Purchase Order/Voucher to the bidder.

**Open Public Records Act (OPRA)**

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

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

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

**BOROUGH OF HIGHLANDS  
BID DOCUMENT CHECKLIST**

Checked if Required	Submission Requirement	Initial each required entry and if required, submit the item
<input checked="" type="checkbox"/>	Bid Proposal Form	
<input checked="" type="checkbox"/>	Ownership Disclosure Certification - <b>Statutory</b>	
<input checked="" type="checkbox"/>	Acknowledgement of Receipt of Revisions or Addenda	
<input checked="" type="checkbox"/>	Non-Collusion Affidavit	
<input checked="" type="checkbox"/>	<i>Evidence of Affirmative Action Compliance*</i>	
<input checked="" type="checkbox"/>	<i>Proof of Business Registration (BRC)*</i>	
<input checked="" type="checkbox"/>	Disclosure of Investment Activities in Iran	
<input checked="" type="checkbox"/>	New Jersey Anti-Discrimination Provisions	
<input checked="" type="checkbox"/>	Political Contribution Disclosure Form (Pay to Play)	
<input checked="" type="checkbox"/>	Debarred, Suspended and Disqualified Consultant Affidavit	
<input checked="" type="checkbox"/>	References	
<input checked="" 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

---

(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** \_\_\_\_\_

<b>NAME AND TITLE OF EMPLOYEE WHO WILL PERFORM SERVICES **</b>	<b>HOURLY RATES</b>	<b>EXPENSES</b>	<b>TIME ESTIMATE, IF APPLICABLE</b>
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](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.

# C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

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

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

**Part I – Vendor Information**

Vendor Name:			
Address:			
City:		State:	Zip:

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

Signature	Printed Name	Title
-----------	--------------	-------

**Part II – Contribution Disclosure**

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

☐ Check here if disclosure is provided in electronic form.

Contributor Name	Recipient Name	Date	Dollar Amount
			\$

☐ Check here if the information is continued on subsequent page(s)

## Continuation Page

## C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

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

Page \_\_\_\_ of \_\_\_\_

Vendor Name:

[illegible]☐ Check here if the information is continued on subsequent page(s)

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.