

**BOROUGH OF PROSPECT PARK
COUNTY OF PASSAIC
STATE OF NEW JERSEY**

REQUEST FOR PROPOSALS

**FOR
INFORMATION TECHNOLOGY (IT) SUPPORT AND
CONSULTING SERVICES**

SEALED PROPOSALS MUST BE RECEIVED AT:

**Borough of Prospect Park
Attention: Intashan Chowdhury, Borough Administrator
106 Brown Avenue
Prospect Park, NJ 07508**

By

June 23, 2022

11:00 A.M.

ADVERTISEMENT

REQUEST FOR PROPOSALS FOR INFORMATION TECHNOLOGY (IT) SUPPORT AND CONSULTING SERVICES

Notice is hereby given that pursuant to N.J.S.A. 40A:11-4.3, et seq., sealed proposals will be received by the Borough of Prospect Park in the County of Passaic, New Jersey for INFORMATION TECHNOLOGY (IT) SUPPORT AND CONSULTING SERVICES FOR THE BOROUGH OF PROSPECT PARK. Proposals will be opened and read in public by the Borough Administrator, 106 Brown Street, Prospect Park, New Jersey, 07508 on Thursday, June 23, 2022 at 11:00 A.M. prevailing time. Pursuant to *N.J.A.C.* 5:34-9.3, the prior proposal receipt and opening scheduled for May 31, 2022 at 11:00 A.M. was cancelled in order for the Borough to amend the Request for Proposals to clarify the Borough's Information Technology Inventory and Equipment.

Proposal shall be delivered by hand or mailed to the Borough Administrator, Borough Hall, 106 Brown Street, Prospect Park, New Jersey 07508 by 11:00 AM prevailing time Thursday, June 23, 2022. Proposals being submitted between 8:00 A.M. and 11:00 A.M. on June 23, 2022 shall be delivered directly to the Office of Borough Administrator. Proposed Vendors are responsible for the timely delivery of their proposal and no proposal shall be accepted after the public call for receiving proposals. Proposals received after the date and time specified herein will be returned unopened to the Vendor. The Borough assumes no responsibility for Proposals that are improperly mailed, misdirected or which arrive late.

Commencing May 26, 2022, revised Request for Proposal Documents ("RFP Documents") for the proposed scope of services being sought will be available with the Borough Administrator, 106 Brown Street, Prospect Park, New Jersey 07508 and may be inspected or received by prospective vendors during regular business hours, 8:00 AM to 4:00 PM. Prospective Vendors will be furnished with a copy of the RFP Documents upon proper written request via email to chowdhuryi@prospectpark.net or in person request. Be advised that requests via email may take up to two (2) business days to fulfill.

Proposals should be submitted with the required forms and must be enclosed in a sealed envelope bearing the name and address of the Proposed Vendor, in a sealed envelope labeled "**INFORMATION TECHNOLOGY (IT) SUPPORT AND CONSULTING SERVICES - Request for Proposals**" and addressed to the Borough Administrator, Intashan Chowdhury, 106 Brown Street, Prospect Park, New Jersey 07508.

No proposal may be withdrawn for a period of sixty (60) days after the date set for the opening thereof. The contract will be awarded to the highest scoring, most qualified and responsible Vendor. It is the intention of the Borough to award a contract to the proposed vendor based upon relative experience, qualifications, and who will provide the highest quality of service at fair and competitive prices in accordance with the selection criteria set forth in the RFP Documents. The Borough reserves its rights to reject any or all proposals or to waive any informality and to accept the proposal that, in its judgment, will best serve the interests of the Borough consistent with the criteria set forth in the RFP Documents. Proposed Vendors are required to comply with the current requirements of N.J.S.A. 52:32-44 (Business Registration of Public Contractors); N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27, N.J.A.C. 5:34-1 and N.J.S.A. 34:11-56.25 et. seq. (P.L. 1963, c. 150, Prevailing Wages).

Intashan Chowdhury, Borough Administrator
106 Brown Street
Prospect Park, New Jersey 07508

SECTION 1

INTRODUCTION

The Borough of Prospect Park is soliciting Proposals for the provision of services, as more particularly described herein. Persons and/or firms interested in rendering to the Borough such services must prepare and submit a Proposal in accordance with the procedure and schedule in this Request for Proposal (“RFP”). The Borough intends to evaluate the proposals received and to award a contract for the provision of Information Technology Support and Consultant services on their behalf.

SECTION 2

GENERAL INFORMATION

Procurement Process and Schedule

Proposals will be reviewed and evaluated by the Borough to determine if the Proposer has met the minimum requirements of professional management, technical, administrative and financial areas described in this RFP. The selection of a qualified vendor is being made pursuant to N.J.S.A. 40A:11-4.3 of the Local Public Contracts Law, N.J.S.A. 40A:11-1, et seq. The Borough has structured a procurement process that establishes a competitive process to assure that each person and/or firm is provided an equal opportunity to submit a Proposal in response to this RFP. Based upon the totality of information contained in the Proposal, the Borough will determine which Vendor is best based upon relative experience, qualifications, and who will provide the highest quality of service at fair and competitive prices in accordance with the selection criteria set forth herein.

All communications concerning this RFP or the RFP process shall be directed, **in writing**, to the Borough Administrator.

Proposals must be submitted to, and be received by the Borough Administrator, by 11:00 A.M. prevailing time on the date due. Proposals will not be accepted by facsimile transmission or electronic mail.

Conditions Applicable to RFP

Upon submission of a Proposal in response to this RFP, the Vendor acknowledges and consents to the following conditions relative to the submission and review and consideration of its Proposal:

- All costs incurred by the Vendor in connection with responding to this RFP shall be borne solely by the Vendor.
- The Borough reserves the right (in its sole judgment) to reject any Vendor that submits incomplete responses to this RFP, or a Proposal that is not responsive to the requirements of this RFP.

- The Borough reserves the right, without prior notice, to supplement, amend, or otherwise modify this RFP, or otherwise request additional information. Prospective vendors shall be notified of any modifications made by the Borough of Prospect Park.
- No Proposals shall be returned.
- All Proposals will be made available to the public at the appropriate time, as determined by the Borough (in the exercise of its sole discretion) in accordance with law.
- The Borough may request proposed Vendors to send representatives to the Borough for interviews with the appropriate Borough Officials.
- Any and all Proposals not received by the Borough by 11:00 a.m. prevailing time on the date due will be rejected.
- Neither the Borough, nor their respective staff, consultants nor advisors shall be liable for any claims or damages resulting from the solicitation or preparation of the Proposal.
- The Borough may waive any technical non-conformance with the terms of this RFP.
- The Borough may suspend or terminate the procurement process described in this RFP at any time (in its sole discretion.) If terminated, the Borough may determine to commence a new procurement process or exercise any other rights provided under applicable law without any obligation to the proposed Vendors.

Term of Agreement

Should the Borough enter into an Agreement as a result of this RFP, the initial term of the Agreement shall be for period of one (1) year. Thereafter, Borough shall have the right, at its option, to renew the Agreement for up to four (4) additional renewal terms of one (1) year each. The Borough reserves the right to terminate the contract at any time for any reason or without reason upon ten (10) days' notice.

Duty to Notify of Errors

Vendors shall carefully study, compare, correlate and coordinate its obligations both within this Request for Proposals and as to extrinsic information that may in any way affect its obligations, including circumstances pertaining to the description of the Services required by this Request for Proposals, facts and circumstances specific to the Borough of Prospect Park, and any such other factors as may affect the Services. Except as specifically provided in the Proposal Documents, the respondent assumes all risks and responsibility for any and all conditions and circumstances that pertain to the Services whether the same are known or unknown to the respondent at the time of submission.

Notice of any alleged error, omission or inconsistency that should have been reasonably identified prior to submittal shall be provided to the Borough immediately in order so that the Borough in its discretion, may issue an Addendum. A vendor's failure to do so constitutes an absolute waiver of any claims with respect to any error, omission or inconsistency that may thereafter be asserted with respect thereto, and shall bar any recovery regarding such claims.

Promptness of Proposal Submittal

It is the responsibility of the vendor to ensure that its proposal is presented at the Borough Offices before the date and time fixed for closure of the proposal period. Proposals will not be accepted or received by the Borough after the advertised closing date and time. The Borough assumes no responsibility whatsoever in connection with any defects arising out of the issuance of the Contract or the receipt or failure to receive proposals, including those which may arise from delay for any reason in obtaining the Contract or submitting the proposal forms, including but not limited to, traffic delay, messengering, mislabeling, mis-directions from any source, mis-delivery or otherwise.

Laws and Regulations.

The successful vendor is required to keep itself informed of and to comply with all applicable Federal, State and Local laws and rules and regulations of all authorities having jurisdiction over the subject matter of the contract. If applicable, the successful respondent shall also be responsible for securing and paying for all permits, governmental fees and licenses necessary for the proper execution and completion of the work required by the Contract.

Post-Award Submittals.

The successful vendor shall provide its Post-Award Submittals, including all Contract Forms, all required insurance, (all of the above dated and fully effective simultaneous with the date of the Agreement); and a list of key personnel, including, business, mobile and emergency telephone and fax information, as and when required by the Borough.

False Material Representation - N.J.S.A 2C:21-34-97(b)

A person commits a crime if the person knowingly makes a material representation that is false in connection with the negotiation, award, or performance of a government contract. If the contract amount is for \$25,000.00 or above, the offender is guilty of a crime of the second degree. If the contract amount exceeds \$2,500.00, but is less than \$25,000.00, the offender is guilty of a crime of the third degree. If the contract amount is for \$2,500.00 or less, the offender is guilty of a crime of the fourth degree.

Interpretations And Addenda

No interpretation of the meaning of the terms and conditions of this RFP will be made to any vendor orally. Every request for such interpretation should be made in writing to the Borough Administrator and must be received no later than **3:00 p.m. on June 7, 2022** to be

given consideration. Any and all interpretations and any supplemental instructions will be distributed in the form of a written addenda to the specifications. All addenda so issued shall become part of this RFP and the contract documents.

Indemnification

The successful Vendor shall agree to defend, indemnify and hold the Borough harmless for any claims brought against, or damages incurred by the Borough as a result of the successful Proposer's or its agents', servants', or subcontractor's act, omission, negligence, breach of contract, and/or failure to comply with any applicable law, regulation, ordinance, code, rule or policy.

The successful Vendor shall agree to defend, indemnify and hold the Borough harmless in connection with any claims made by any consultant, vendor, subcontractors or suppliers concerning work performed or goods provided, including, without limitation, claims for unpaid services, wages and/or benefits, or claims relating to or claims resulting from the Borough's termination of this Agreement.

Insurance Required

Upon the award of a contract, the successful vendor shall furnish a certificate of insurance naming the Borough of Prospect Park as an additional insured for professional and general liability, and workers compensation. The insurance required shall be maintained in full force and effect until all work to be performed under the terms of the contract is satisfactorily completed and accepted by the Borough. The Consultant shall furnish the Borough with satisfactory proof of coverage of the insurance required by submitting a certificate of insurance naming the Borough of Prospect Park as an additional insured. Each insurance policy and endorsement shall contain undertaking by the insurance carrier not to cancel the policy except upon thirty (30) days' notice to the Borough. The policies and endorsements shall be specifically referred to the Borough as an insured party of this contract and shall state that the insurance as provided conforms to the requirements of these contract documents. All insurance required by this contract shall be placed with responsible insurance companies authorized to do business in the State of New Jersey which are satisfactory to the Borough.

Affirmative Action Requirements.

Each Vendor shall submit to the Borough, preferably with its proposal, but in no event later than after notification of award but prior to execution of a contract, one of the following three documents:

- i. Appropriate evidence that the Respondent is operating under an existing federally approved or sanctioned affirmative action program; or
- ii. A certificate of employee information report approval issued in accordance with N.J.A.C. 17:27 et seq.; or
- iii. An employee information report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor, in accordance with N.J.A.C. 17:27 et seq.

The successful proposer shall also be required to comply with the Mandatory Equal Employment Opportunity Language for Goods, Professional Services and General Services as set forth in this RFP. This language will be incorporated into and made a part of the contract as an exhibit thereto.

Proposers shall complete and submit the Affirmative Action Compliance Form with their Proposal.

Business Registration Certificate (N.J.S.A. 52:32-44)

Pursuant to N.J.S.A. 52:42-44, prior to the award of contract (but preferably with their proposal), all Respondents should submit with their proposal package a copy of their "New Jersey Business Registration Certificate" as issued by the Department of Treasury of the State of New Jersey. Such certificate shall have been issued prior to the proposal due date and time. It is recommended that Respondent submit said Certificate with its Proposal.

Ownership Disclosure Statement

Pursuant to N.J.S.A. 52:25-24.2, the Bidder shall submit with its Bid, or prior to receipt of bids, a statement setting forth the names and addresses of all stockholders in the corporation, partnership or other business entity bidding who own ten percent (10%) or greater interest therein.

If one or more such stockholder or partner is itself a corporation, partnership or other business entity, the Bidder shall submit further disclosures for such entity pursuant to the law.

Political Contribution Disclosure Statement — Pay To Play.

A business entity as defined by law is advised of its responsibility to file an annual disclosure statement on political contributions with the ELEC pursuant to N.J.S.A. 19:44A-20.13 (P.L. 2005 Chapter 271 Section 3) if the business entity receives contacts in excess of \$50,000 from public entities in a calendar year. It is the business entity's responsibility to determine if filing is necessary. Additional information on this requirement is available from the New Jersey Election Law Enforcement Commission at 1-888-313-3532 or at www.elec.nj.us.

Chapter 271 Political Contribution Disclosure Form All respondents shall submit with their Proposal package a completed and signed Chapter 271 Political Contribution Disclosure Form.

Disclosure Of Investments In Iran Form.

Pursuant to N.J.S.A. 52:32-5, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification enclosed in the bid to attest, under penalty of perjury, that the person or entity, or one of the person or

entity, or one of the person or entity's parents, subsidiaries, or affiliates, is not identified on a list created and maintained by the Department of the Treasury as a person or entity engaging in investment activities in Iran. If the Borough finds a person or entity to be in violation of the principles which are the subject of this law, they shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the person or entity.

Certification of Non-Involvement of Prohibited Activities in Russia or Belarus.

Pursuant to N.J.S.A. 52:32-60.1(c), a State agency or local unit, as applicable, shall require a person seeking to engage in any of the enumerated activities specified by subsection a. of this section to certify, before the contract is awarded, renewed, amended, or extended, or before applying for certification as an urban renewal entity or designation as a redeveloper that the person is not identified on a list created pursuant to this section as a person engaging in prohibited activities in Russia or Belarus. The certification required shall be executed on behalf of the applicable person by an authorized officer or representative of the person. If a person is unable to make the certification required because the person or one of the person's parents, subsidiaries, or affiliates has engaged in prohibited activity in Russia or Belarus, the person shall provide to the State agency or local unit of government concerned, prior to the deadline for delivery of such certification, a detailed and precise description of such activities, such description to be provided under penalty of perjury. The certifications provided under this section and disclosures provided under this section shall be disclosed to the public.

SECTION 3

SCOPE OF SERVICES

The Borough of Prospect Park seeks to receive proposals for the provision of Information Technology Support and Consulting services.

Overview

The Borough of Prospect Park operates and maintains a full range of municipal services. It employs approximately seventy (70) employees and is organized into ten (10) departments; Administration, Finance, Court, Tax Assessor, Police, Recreation, Construction, Planning/Zoning, Public Works, and Health.

The Administration Department is responsible for managing IT support services at the Borough, as well as strategic planning and coordination between various departments and the Borough's IT service provider. The Borough's entire IT staffing (which provides technician support, network administration, system administration, applications development and maintenance, data administration, and specific project development, implementation and support) has always been outsourced.

The Borough is inviting proposals from experienced IT consultants to provide consistent, and comprehensive IT support services and consulting, as well as ad hoc project planning and execution. The required services and performance conditions are described in Section III (Scope of Services). The most qualified Consultant will have the knowledge, expertise, preferably with the systems, software and hardware we currently use, and availability to provide the required services in an organization with diverse IT needs and a dynamic environment.

IT Inventory and Services

The Borough requires IT support services and consulting at the following locations:

- Borough Hall (Primary Location) 106 Brown Street
- Police Department 106 Brown Street
- Public Works 162 North 13th Street

A comprehensive inventory of the Borough's IT equipment, by location, is listed in Exhibit A. Consultants should have the knowledge and ability to install, configure, upgrade, repair, and/or integrate all equipment listed.

In general, the information technology at Borough Hall consists of one (1) physical servers on the Police side and three (3) physical servers on the Administration side. The majority of users are on Dell workstations or laptops or Microsoft Surface Pro's for the Town Council and other senior members of Administration, with some remaining on MDT Panasonic Toughbook's for the police.

Most users are set up with software specific to their needs. All users are on a Microsoft Windows environment and utilize multiple applications vital to ongoing operations. Most applications are server-based with client access via the network. Essential applications include Edmunds Accounting Software, Microsoft Office 365, and Edmunds Pet Licensing, Kerri Doors Software, LawSoft, NCIC, and I Am Responding Dispatch.

The Borough uses N/A to provide network connectivity via N/A connections for remote sites with N/A as backup (not in place currently).

From time to time, various departments within the Borough consider additional and/or alternative software/platform products. If approved for implementation, the selected Consultant must be available to assist the vendor in the implementation or be able to successfully install and migrate any and all data where and if necessary. These implementations may require installation and configuration during non-business hours if required for the seamless continuity of operations. The Consultant may also be required to provide or coordinate training for staff to use the new platform and provide troubleshooting assistance during the transition.

SCOPE OF SERVICES

The selected Consultant will manage the Borough's IT environment (Exhibit A – IT Inventory) at all Borough locations listed herein. Overall, the Consultant's scope of services includes, but is not limited, to the following:

A. Support Services

1. Systems Infrastructure
 - a. Physical and virtual servers
 - b. Workstations, notebooks, and mobile devices
 - c. Other devices
 - d. Server software, operating system, and applications
2. Network Administration Management
 - a. Network access
 - b. Remote and mobile access
 - c. Internet, intranet, and Wi-Fi support
 - d. Switches and firewalls
 - e. Network printers, copiers, faxes, and other devices
 - f. Network resource access
 - g. Create, delete, and maintain user accounts
 - h. Network software
 - i. Anti-Virus protection
 - j. SPAM filtering
 - k. Cybersecurity Protection and security management to prevent cyber-attacks.
3. Other Services
 - a. Email administration
 - b. Document management
 - c. Domain administration
 - d. Backup, Restore and replication services
4. Help Desk Support, both on-site and off-site for computers servers and mobile devices.
 - a. Software related issues (application and computer support)
 - b. Hardware related issues (e.g., servers, workstations, notebooks, mobile devices, printers, copiers, fax machines, etc.)
 - c. Interaction with Vendor Help Desk support staff
5. Maintain Server, both on-site and Off-Site Back-up System, Operating System Software, and Other Applications
 - a. Installation, configuration, testing, updates, and upgrades of server and operating system software, applications, and related hardware.
 - b. Operating system and application upgrades and patching (servers and computers)
 - c. Review performance logs and monitor system performance
 - d. General Troubleshooting
6. Consultant will evaluate IT needs on a regular basis, and provide alternative cost-effective and cost saving recommendations, with pros and cons, on whether the Borough should maintain the existing infrastructure and/or software platforms or switch to alternative configurations. If an alternative is recommended:

- a. Provide a detail of the alternative and benefit to the Borough.
 - b. Provide your experience working with the alternative configuration or recommend a subject matter expert (SME).
 - c. Provide an estimated total cost of implementation list all hardware, software, and labor costs and cost savings, if any.
 - d. Project schedule
7. Evaluate, maintain, repair, and/or recommend replacement of equipment and software as identified.
 8. Manage the Borough's software licensing and administer hardware warranties.
 9. Work with other IT consultants/Vendors to resolve issues with software and hardware for the implementation of Borough's IT projects.
 10. Communicate with line of business application providers to facilitate technical support.
 11. Obtain quotes for IT purchases, when requested.
 12. Attend meetings when requested by Borough staff.
 13. Participate in the Borough's budget process, when requested.
 14. Maintain and update the Borough's IT inventory database and track service requests and historical reports that can be accessed by authorized Staff.

B. Consulting and Project Management

Consultant will provide strategic planning and oversight of the Borough's IT services and inventory and contribute to the development and implementation of long-term goals, projects, and objectives to achieve the Borough's technology priorities. Such advisory and project management services include, but are not limited to, the following:

1. Conduct a review to identify and evaluate current systems including operating systems and/or network software, hardware, methods and techniques that can improve systems/network reliability and performance. Present findings in periodic meetings with Borough Administrator and Director of Finance and other staff.
2. Perform an annual technology audit, which should include the current environment infrastructure.
3. Review and recommend backup and redundancy solutions to ensure servers and data are protected and operational in the event of an emergency, power surge, and/or power shut downs. Implement solutions, if endorsed.
4. Recommend offsite backup solution.
5. Recommend new or revised IT policies, procedures, and standards given expertise and industry standards.

C. Basic Service, Office Hours and Staffing

1. The Consultant must be able to provide onsite IT services, as required, during normal business hours, which are 8:00 A.M.–4:00 P.M
2. Consultant must also provide monthly preventative server and workstation maintenance service outside of business hours (e.g., patches, updates, etc.).
3. Consultant must provide on-site and/or remote emergency support and maintenance services outside its normal business hours, as required in the event of an emergency or high priority situations.
4. Consultant must also support 24/7 disaster recovery and failover services.
5. Consultant must be able to maintain required level of service when consultant is on vacation, out of state or personally unavailable.

The Consultant shall provide all labor, equipment, tools, materials, insurance, supervision, and all other items needed to deliver regular and non-regular IT support services and consulting.

The duties listed in the Scope of Services are intended only as illustrations of the various types of work that may be required. The omission of specific statements of duties does not exclude them from the Scope of Services if the work is similar, related to, or is a logical assignment to any of the services above.

The Borough uses N/A to provide network connectivity via N/A connections for remote sites with N/A as backup (not in place currently).

SECTION 4

MINIMUM QUALIFICATIONS AND SUBMISSION REQUIREMENTS

In order for an individual/firm to be considered by the Mayor and Council, interested parties submitting proposals in response to this RFP must meet the following:

Minimum Qualifications

- A. The proposer, and the individuals assigned to provide these services, must demonstrate at least five (5) years' experience providing IT Support and Consultant Services as it relates to municipal entities in the State of New Jersey;
- B. The individual/firm has sufficient staff to satisfy the scope of services described in this proposal; and
- C. The individual/firm is in good standing within the State of New Jersey.

Submission Requirements

Proposals shall be submitted in a sealed envelope. One original and three (3) copies of the sealed proposal packages bearing the name and address of proposer with the contract name clearly marked on the outside envelope in the lower left hand corner must be submitted to the Borough no later than 11:00 A.M. prevailing time on June 23, 2022 at the address below.

**Intashan Chowdhury, Borough Administrator
Borough of Prospect Park
106 Brown Street, Prospect Park, NJ 07508**

**Borough of Prospect Park Information Technology Support and Consulting Services
Request for Proposals**

Complete Proposal Submittal

Vendors shall fully and accurately complete all Proposal Forms as required, with all attachments. Failure to include any required pricing information may render such response incomplete, non-responsive and subject to rejection depending upon the omission. Any rejection of the specified language and contents of the Proposal Forms will also be sufficient grounds for rejection.

Vendors shall familiarize itself with all forms provided by the Borough that are to be returned. If there are any forms that the Borough is to provide that are either missing or illegible, it is the responsibility of the respondent to contact the Borough Administrator for duplicate copies of the forms. This must be done before the due date and time. The Borough accepts no responsibility for duplicate forms that were not received by the respondent in time for submittal.

The Borough may consider any proposal submission not prepared and submitted in accordance with the provisions hereof and may waive informalities or may for any reason reject any and all informal proposals, all in accordance with applicable law.

All documents returned to the Borough shall be signed with an original signature in ink. Failure to sign and return all required documents with the proposal package may be cause for disqualification and for the proposal to be rejected. The Borough will not accept facsimile or rubber stamp signatures on the Proposal.

Forms

Vendors shall complete and return with its Proposal the following forms:

1. RFP SUBMISSION CHECKLIST –FORM A
2. NON-COLLUSION AFFIDAVIT – FORM B
3. OWNERSHIP DISCLOSURE STATEMENT – FORM C
4. NEW JERSEY BUSINESS REGISTRATION CERTIFICATE – FORM D
5. MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE–FORM E
6. AFFIRMATIVE ACTION COMPLIANCE NOTICE – FORM F
7. AMERICANS WITH DISABILITIES ACT OF 1990 – FORM G
8. C. 271 POLITICAL DISCLOSURE STATEMENT – FORM H
9. DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN – FORM I
10. CERTIFICATION OF NON-INVOLVEMENT OF PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS FORM-J
11. ACKNOWLEDGEMENT OF ADDENDA- FORM K
12. COMPLETED W-9 – FORM L

Qualification Statement To Be Provided

Along with the Borough's Forms listed above, Vendors shall submit a Qualification Statement which at a minimum addresses and includes the following:

A. The full name of the proposer, the principal place of business and, if different, the place where the services will be provided;

B. Name of the key contact person;

C. A description of the business organization (i.e., sole proprietorship, corporation, partnership, joint venture, etc.) of each firm, its ownership and organizational structure;

D. The number of years the organization has been in business under the present name, and the number of years the business organization has been under the current management;

E. Proposer must demonstrate at least five (5) years of experience providing Information Technology (IT) Support and Consulting services as it relates to municipal entities in the State of New Jersey. Proposer shall provide a listing of all other engagements where services of the type being proposed were provided during the past two calendar years. Contact information for the recipients of the similar services must be provided. The Borough may obtain references from any of the parties listed;

F. A detailed description of services that will be provided to the Borough, along with a proposed outline of tasks, and project schedule to complete each task. This shall include a description of your conceptual plan for meeting the Scope of Services in a manner that you believe is appropriate for the Borough.

G. The names, qualifications, professional certifications held, titles, experience and training of all persons who would be assigned to provide the services ("key employees"), including the resumes of key employees;

H. A statement that neither the firm nor any individuals assigned to this project have ever been prohibited from working with public entities in the State of New Jersey;

I. A list and description of all liability claims, if any, brought against the applicant during the past five (5) years;

J. Provide a list of any judgments, claims or suits pending or outstanding against company. If any, please explain;

K. Whether the business organization is now or has been involved in any bankruptcy or re-organization proceedings in the last ten (10) years. If yes, please explain.

L. List all immediate relatives of Principal(s) of Vendor who are Borough employees or elected officials of the Borough. For purposes of the above, “immediate relative” means a spouse, parent, stepparent, brother, sister, child, stepchild, direct-line aunt or uncle, grandparent, grandchild, and in-laws by reason of relation.

M. Written confirmation that all key employees have any appropriate federal and state licenses to perform activities.

N. Describe the services that Vendor would perform directly and those portions, if any, that are sub-contracted out. Identify all subcontractors the Vendor anticipates using in connection with this project.

O. A narrative statement indicating that the Vendor understands the Borough’s needs and goals.

P. A description of any particular area(s) of expertise the proposer or proposer’s staff may possess that has not been included in the response provided above;

Q. A cost proposal and a proposed budget based on the scope of services sought for the remainder of 2022 calendar year as well as for each year thereafter. Proposers shall submit a cost proposal which shall include all specific costs and charges to the Borough. The cost proposal shall include a total fixed lump sum cost, payable monthly, to provide routine, emergency and other Information Technology Support and Consulting Services described in the Scope of Services section herein. The Total Lump Sum Fixed Cost proposal amount shall include all costs and charges associated with Information Technology (IT) Support and consulting services, the Borough of Prospect Park shall not incur additional costs or fees associated with the services rendered. In addition, an hourly rate sheet shall also be included for special projects and any additional work requested and performed with additional staff to be approved by the Borough of Prospect Park prior to the commencement of those services (For example, Projects and services outside the Scope of Services). By submission of a qualification statement, proposer acknowledges and agrees to adhere to the fee schedule to be set by the Borough at the time of awarding any contract for the subject services.

SECTION 5

EVALUATION AND AWARD

Proposals will be evaluated by and ranked by the Borough of Prospect Park Administrator, Deputy Administrator, Chief Financial Officer and a Member of the governing body of the Borough on the factors most advantageous to the Borough including managerial competency, technical criteria and price. After review and analysis to ensure that the proposed management and administration and system complies with all requirements of the Borough set forth herein and after the review that the technical aspects and the requirements set forth herein have been met, the proper officials of the Borough of Prospect Park may recommend the award of contract to the most qualified proposer who will provide the highest quality of service at fair and competitive prices in

accordance with the selection criteria set forth herein to the Mayor and Council of the Borough of Prospect Park. The evaluation will consider Management, Technical and Cost Criteria

Management Criteria

Vendor must demonstrate experience and success in Information Technology (IT) Support and Consultant services. The following is a list of some of the factors to be considered by the Borough when evaluating the Management Criteria of Proposals:

- A. Does the individual or firm document Municipal/State experience?
- B. Does the proposal document the necessary experience and reputation in the field of Information Technology (IT) Support and Consulting services to demonstrate they will successfully provide the services to the Borough;
- C. Does the proposal document the relevance and extent of qualifications, experience, reputation and of the personnel to be assigned to work with the Borough;
- D. Relevance and extent of similar engagements performed;

Technical Criteria

The following is a list of some of the factors to be considered by the Borough when evaluating the Technical Criteria of Proposals:

- A. Does the proposal demonstrate a clear understanding of the scope of work and related objectives?
- B. Is the proposal complete and responsive to the specific requirements?
- C. Has successful past performance of the individual or firm and its principals been documented?
- D. Does the proposal display the proposer's knowledge of the Borough involved as well as the subject matter to be addressed under this engagement;
- E. Does the firm document its availability to attend all scheduled/required public and special meetings?
- F. To what extent does the firm rely on in-house resources vs. contracted services?
- G. Documentation of experience in performing similar work by assigned employees?
- H. Does the firm document a record of reliability of timely delivery of deliverables?

Cost Criteria

The following is a list of some of the factors to be considered by the Borough when evaluating the Cost Criteria of Proposals:

- A. Relative Cost – How does the cost compare to other proposals?
- B. Full Explanation – Is the price and its component charges, fees, etc., adequately explained and documented?

- C. Does the proposal include quality control and assurance programs?
- D. Does the firm have the sufficient financial resources to meet its obligations?

Start Up/Transition Plan Criteria:

The following is a list of some of the factors to be considered by the Borough when evaluating the Start Up Plan Criteria of Proposals:

- A. Is the Consultant familiar with the Borough of Prospect Park, its needs, its municipal budget, and constraints and the subject matter to be addressed under contract
- B. Is the Consultant's evaluation and start up plan sufficient to meet the Borough's demands?
- C. Is the plan detail from evaluation through the implementation sufficient?
- D. Did it detail the start up tasks, any requirements for the Borough, for the evaluation of current IT equipment and systems and the needs of the Borough in order to provide services?

Proposals will be evaluated by the Borough on the basis of the most advantageous, cost and all relevant factors considered. The Borough of Prospect Park will evaluate proposals using the following criteria:

CRITERIA: Management, Technical and cost related criteria used to evaluate the Consultants	Weighting Factor	Points (5 is the highest)
1 – Management Criteria: Experience and reputation in the field. Considers financial viability, stability, performance investigation, litigation/pending litigation, experience and list of references. Considers the proposed staffing and the availability to accommodate the Borough's needs and any required meetings of the Borough or other Agency.	25%	0 to 5
2 – Technical Criteria: Considers the ability to provide services, operational efficiency, management capabilities. Considers the Consultant's program overview, resources, systems, procedures, processes, and evaluation and implementation criteria.	20%	0 to 5
3 – Cost Criteria: What is the cost of the services to be provided? How do the costs compare among Consultants?	30%	0 to 5

<p>4- Start Up/Transition Plan: Considers the Consultant’s knowledge of the Borough of Prospect Park, its needs, its municipal budget, and constraints and the subject matter to be addressed under contract; Is the Consultant's evaluation and start up plan sufficient to meet the Borough’s demands? Is the plan detailed from evaluation through the implementation sufficient? Did it detail the start up tasks, any requirements for the Borough, for the evaluation of current IT equipment and systems and the needs of the Borough in order to provide services?</p>	25%	0 to 5
--	-----	--------

BOROUGH OF PROSPECT PARK

Request For Proposals

Information Technology (IT) Support and Consultant Services

PROPOSAL FORMS AND DOCUMENTS

Proposal Form A

RFP SUBMISSION CHECKLIST

- 1. READ AND UNDERSTAND REQUIREMENTS OF RFP
- 2. PREPARED AND SUBMITTED QUALIFICATION STATEMENT
- 3. NON-COLLUSION AFFIDAVIT – **FORM B**
- 4. OWNERSHIP DISCLOSURE STATEMENT – **FORM C**
- 5. NEW JERSEY BUSINESS REGISTRATION CERTIFICATE – **FORM D**
- 6. MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE – **FORM E**
- 7. AFFIRMATIVE ACTION COMPLIANCE NOTICE – **FORM F**
- 8. AMERICANS WITH DISABILITIES ACT OF 1990 – **FORM G**
- 9. C. 271 POLITICAL DISCLOSURE STATEMENT – **FORM H**
- 10. DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN – **FORM I**
- 11. CERTIFICATION OF NON-INVOLVEMENT OF PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS – **FORM J**
- 12. ACKNOWLEDGEMENT OF ADDENDA – **FORM K**
- 13. SUBMITTED A COMPLETED W-9 – **FORM L**
- 14. REVIEWED AND WILL EXECUTE THE BOROUGH FORM OF AGREEMENT – **EXHIBIT B**

Company Name

Date

Printed Name

Title

Signature

Proposal Form B

NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY
COUNTY OF _____

I, _____, of the (City, Town, Borough) of _____, State of _____, of full age, being duly sworn according to law on my oath depose and say that:

I am _____ of the firm of _____, the Company/Provider (“Company”) making the Proposal for the project or service set forth herein, and that I executed the said Proposal with full authority to do so; that said Company 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; that said Company or its employees has not bribed or attempted to bribe or influence in any way, including the provision of gifts and services, any officer or employee of the Borough in an attempt to influence the awarding of the subject contract; and that all statements contained in said Proposal and in this affidavit are true and correct, and made with full knowledge, and the State of New Jersey relies upon the truth of 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 the Company. (N.J.S.A. 52:34-15)

Subscribed and sworn to before me
This _____ day of _____, 2022.

The above information is true and correct
to the best of my knowledge.

Company’s Authorized Representative:

(Seal) Notary Public of New Jersey/

Name: _____
(Printed/Typed)

Specify Other State (_____)

Title: _____
(Printed/Typed)

My commission expires _____, 20____.

Signature: _____

Proposal Form C

OWNERSHIP DISCLOSURE CERTIFICATION STATEMENT

In order to conform to N.J.S.A. 52:25-24.2, all corporations or partnerships must provide the following information:

1. Name of Firm: _____
(Type of Business Organization (check appropriate type))

2. Partnership _____ Corporation _____ Sole Proprietorship _____

 Limited Partnership _____ Limited Liability Corporation _____

 Limited Liability Partnership _____ Subchapter S Corporation _____

3. Name of State in which Incorporated: _____

The following individuals own ten percent (10%) or more of any class stock in the corporation or are a ten percent (10%) or more Partner in the Firm:

<u>NAME</u>	<u>ADDRESS</u>	<u>TITLE</u>	<u>PERCENTAGE</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

IF ANY OF THE AFOREMENTIONED STOCKHOLDERS ARE A CORPORATION, PARTNERSHIP OR OTHER BUSINESS ENTITY, WHEREBY THEY HOLD 10% (TEN PERCENT) OR MORE OF ANY CLASS STOCK IN BIDDING CORPORATION, PARTNERSHIP OR OTHER BUSINESS ENTITY, THEY MUST ALSO PROVIDE THE INFORMATION REQUESTED ABOVE.

Subscribed and sworn to before me
This _____ day of _____, 2022.

The above information is true and correct
to the best of my knowledge.

(Seal) Notary Public of New Jersey/
Specify Other State
My commission Expires _____, 20__.

(Signature)

(Name)

(Address)

(Title)

Proposal Form D

New Jersey Business Registration Requirements (Informational)

New Jersey Business Registration Requirements

The contractor will provide written notice to its subcontractors of the responsibility to submit proof of business registration to the contractor. Before final payment on the contract is made by the contracting agency, the contractor will submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or will attest that no subcontractors were used.

For the term of the contract, the contractor and each of its affiliates and a subcontractor and each of its affiliates [N.J.S.A.52:32-44 (g)(3)] will collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sale and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency. A business organization that fails to provide a copy of a 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, will 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 under a contract with a contracting agency.

To register: Businesses must complete **Form NJ-REG** and submit it to the Division of Revenue. The form can be filed online or by mailing a paper form to the Division; online filing is encouraged.

- Register online at www.nj.gov/treasury/revenue/taxreg.htm. Click the “online” link and then select “Register for Tax and Employer Purposes.”
- Download the paper form and instructions at www.nj.gov/treasury/revenue/revprnt.htm.
- Call the Division at 800-292-1730 to have a form mailed to you or Write to the Division at: Client Registration Bureau, PO Box 252, Trenton, NJ 08646-0252.

Company Name

Date

Signature

Title

Printed Name

Proposal Form E

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

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

N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE 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 take affirmative action to ensure that such applicants are recruited and employed, 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 action 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, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act 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 employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to 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, labor unions, that it does not discriminate on the basis of age, 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 applicable 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, 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

Employee Information Report Form AA302

The contractor and its subcontractors shall furnish such reports or other documents to the Div. of Contract Compliance & EEO 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 Div. of Contract Compliance & EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

Company Name

Date

Signature

Title

Printed Name

Proposal Form F

AFFIRMATIVE ACTION COMPLIANCE NOTICE N.J.S.A. 10:5-31 and N.J.A.C. 17:27

GOODS AND SERVICES CONTRACTS

This form is a summary of the successful Contractor's requirement to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et seq.

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

(a) A copy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

(b) A copy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

OR

(c) A copy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours.

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

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.1 et seq. and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her proposal shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et seq.

Company Name

Date

Signature

Title

Printed Name

Proposal Form G
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The Contractor and the Borough, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. *S121 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 will 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 will defend the owner in any action or administrative proceeding commenced pursuant to this Act. The Contractor will 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 will, 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 will satisfy and discharge the same at its own expense.

The owner will, 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 will* 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 will in no way limit the Contractor's obligations assumed in this Agreement, nor will 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.

By signing below the contractor agrees that they will comply with the AMERICANS WITH DISABILITIES ACT OF 1990:

Witness:

Signature

Date

Authorized Signature and Title

Date

Proposal Form H

C. 271 Political Contribution Disclosure Form Contractor Instructions

Business entities (contractors) receiving contracts from a public agency are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor will disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
 - of the public entity awarding the contract
 - of that county in which that public entity is located
 - of another public entity within that county
 - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county.

The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 52:34-25(b) itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an “interest:” ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, “a contribution by that person’s spouse or child, residing therewith, will be deemed to be a contribution by the business entity.” [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions will be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor’s responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

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

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 local unit 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
-----------	--------------	-------

J. 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 \$300 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)

Proposal Form I

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

Proposal Form J

**Certification of Non-Involvement of Prohibited Activities in Russia
or Belarus Form**

Proposal Form K

Acknowledgement of Addenda

**RFP for BOROUGH OF PROSPECT PARK INFORMATION TECHNOLOGY
(IT) SUPPORT AND CONSULTANT SERVICES**

The Proposer acknowledges receipt of the hereinafter enumerated Addenda which have been issued during period of quoting and agrees that said Addenda shall become a part of this contract. The proposer shall list below the numbers and issuing dates of the Addenda.

<u>Addenda No.</u>	<u>Issuing Date(s)</u>
_____	_____
_____	_____
_____	_____

No Addenda Received

Name of Company _____

Address _____

City, State, Zip Code _____

Signature _____

Print Name _____

Date _____

Proposal Form L

W-9

EXHIBIT A

BOROUGH OF PROSPECT PARK Inventory of Information Technology

Hardware	Borough Hall Admin	Borough Hall Police	Public Works	Total
Servers	1	3	0	4
Switches	4	4	1	9
Routers/Firewalls	1	1	1	3
Wireless Access Points	6	0	0	0
SSLVPN	0	0	0	0
Printers/Scanners/Copiers	5	6	1	12
Workstations	12	10	22	22
Laptops	8	6	14	14
Windows 7	0	4	0	4
Windows 10	20	12	1	33

Servers	Borough Hall Admin	Borough Hall Police	Public Works
DC	1	1	0
File	0	1	0
Application	0	1	0

ISP				
Name	Location	Type	Use	Speed
Optimum	Borough Hall	Cable	Main Internet	25m
Optimum	Public Works	Cable	Main Internet	100m
Optimum	Police	Cable	Main Internet	200m

EXHIBIT B

BOROUGH OF PROSPECT PARK Proposed Form of Agreement

THIS AGREEMENT made on this ___th day of _____, 2022 by and between the **BOROUGH OF PROSPECT PARK** (“Borough” or “Prospect Park”), located at 106 Brown Avenue, Prospect Park, NJ, 07508 and _____ (“_____” or “Consultant”) located at _____.

RECITALS

WHEREAS, the Borough has determined that it is in need of information technology consultant services for the administrative operations of the Borough of Prospect Park; and

WHEREAS, pursuant to *N.J.S.A.11-4-3(a)*, by way of Resolution No. _____, the Borough Council authorized the use of competitive contracting for the procurement of Information Technology Consultant Services for the Borough of Prospect Park; and

WHEREAS, the Borough prepared, issued and publicly advertised a Notice of a Request for Proposals for the provision of Information Technology Services for the Borough of Prospect Park, a copy of the Borough of Prospect Park Request for Proposals for Information Technology Services is annexed hereto, and incorporated herein by reference, as *Exhibit A*; and

WHEREAS, _____ submitted a proposal to the Borough in response to the Borough’s RFP, which is annexed hereto, and incorporated herein by reference, as *Exhibit B*, to provide said Services to the Borough; and

WHEREAS, the Borough, at its regular meeting of _____ passed Resolution _____ authorizing the Consultant to undertake the Information Technology Consultant Services for the Prospect Park, a copy of the Resolution is annexed hereto as *Exhibit C*.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and agreements contained herein, the Borough and Consultant agree as follows:

The above recitals are repeated and incorporated as a material part of this Agreement.

1. Contract Documents

A. The Contract Documents consist of this Agreement, the Borough of Prospect Park Request for Proposals and all requirements contained therein, attached hereto and incorporated herein as *Exhibit A*, Consultant’s Proposal and all proposal submission documents, attached hereto and incorporated herein as *Exhibit B*, the Borough’s Resolution of Award No. _____, attached hereto and incorporated herein as *Exhibit C*, and the Mandatory Equal Employment Opportunity Language annexed hereto as *Exhibit D*. Consultant agrees to comply with and abide by all terms, conditions and requirements of the Contract Documents.

B. Consultant hereby acknowledges that it has read the Contract Documents and has full knowledge of the manner of provision of the services to be provided and all the terms and conditions relating thereto as set forth in the Contract Documents.

C. In the event any provisions of this Agreement conflict in whole or in part with the Contract Documents, the provisions requiring the more extensive level of services from Consultant to the Borough, to the extent applicable, shall control.

2. Term

The term of this Agreement shall commence on the first date of service to the Borough and continue for a period of one (1) year unless terminated by the Borough. Thereafter, Borough shall have the right, at its sole option, to renew the Agreement for up to four (4) additional renewal terms of one (1) year each. The option to extend shall be within the sole discretion of the Borough. The Borough may terminate this Agreement, with or without cause, upon thirty (30) days' prior written notice to the Consultant. If the Consultant should breach a material obligation under this Agreement, the BOROUGH shall give the Consultant written notice of such breach. Material obligations, not requiring prior notice for termination, shall include, but not be limited to, the filing of bankruptcy or similar procedure due to insolvency, any unapproved assignment of, or repeated non-performance of Consultant's obligations under this Agreement; any breach of Consultant's representations and warranties; or termination or lapse of any insurance coverage or policy obligations.

3. Scope of Services

- A. Consultant shall provide the services described in and related to those specifically provided in this "Scope of Services" Section of the Borough of Prospect Park's RFP and the Consultant's Proposal attached hereto as *Exhibits A & B*. In the event any provision of this Agreement conflicts in whole or in part with any requirement of the RFP, the Consultant's Proposal, Exhibits or Schedules, the inconsistency shall be resolved by an interpretation which is most favorable to the Borough and which imposes the greater obligation upon the Consultant. In the event the inconsistency cannot be resolved in such a manner, the provisions of this Agreement shall control. The Proposal shall not be construed to impose duties or obligations on the Borough beyond those set forth in this Agreement.
- B. Consultant agrees to attend any meeting at the request of the Borough to answer questions and/or discuss the written reports outlined in Paragraph 5(A) and (B) below or for any other reason whatsoever.

4. Performance Standards

- A. Consultant will exercise that degree of care and skill ordinarily exercised under similar circumstances by members of in the industry performing similar services in the same or similar locality at the time that the services are performed
- B. Consultant shall comply with, and require that anyone providing the Services on behalf of the Consultant comply with, all applicable requirements of Local, County, State and Federal authorities, all applicable Local, County, State and Federal laws, rules, ordinances, regulations and codes and all Borough policies, now or hereafter in force and effect to the extent that they directly or indirectly bear upon the subject matter of this Agreement. The Consultant and anyone providing the Services on behalf of the Consultant shall, without limitation of the aforementioned, comply with the anti-discrimination provisions of N.J.S.A. 10:2-1 et seq., the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1 et seq., N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27-1.1 et seq., N.J.A.C. 6:4-1.6, as recodified in N.J.A.C. 6A:7-1 et seq., Title VII of the Civil Rights Act of 1964 and Title 11 of the Americans With Disabilities Act of 1990.

- C. Consultant shall not perform any work or services outside the scope of this Agreement without written authorization of the Borough Administrator and/or the Mayor of the Borough. Consultant shall submit all requests for changes in the Scope of Work to the Borough Administrator for consideration and approval by the Mayor and Council **prior** to commencement of the work or services outside the scope of this Agreement.

5. Reporting

- A. The Consultant agrees designate, in writing, a specific representative to oversee and manage the services provided for herein. The Consultant agrees to supply the Borough with written updates outlining the status of the Services supplied under this Agreement.
- B. The Consultant also agrees to attend any meeting at the request of the Borough to answer questions and/or discuss the written status reports outlined in the above paragraph or for any other reason whatsoever. The first written update report outlined in this provision shall start one (1) month after the Consultant begins Services under this Agreement, unless requested by the Borough earlier.

6. Compensation

- A. The Consultant shall provide the Borough with the all services required, as provided for in **Exhibits A & B**, and the Borough will compensate the Consultant in the amount not to exceed _____ dollars (\$.00) for the authorized services.
- B. During the course of its engagement, the Borough may authorize Consultant to provide the Borough with additional services required related to the Borough’s technology systems, as provided for in **Exhibits A & B**, and the Borough will compensate the Consultant for the authorized services. The Consultant shall not commence services under “Additional Services” without specific written authorization to do so by the Borough Administrator. The Consultant shall not be entitled to compensation for any services if not authorized, in writing by the Borough, to proceed with such services.
- C. Borough payments shall be based on invoices submitted by the Consultant and approved by the Borough provided they are consistent with Contract Documents. The Consultant shall not be entitled to amounts in excess of the sum not to exceed without further amendment to the within Agreement, unless specifically authorized in writing.
- D. The Consultant shall be reimbursed only for pre-authorized costs and actual out-of-pocket disbursements. **DISBURSEMENT RATES ARE ONLY FOR SERVICES AUTHORIZED BY THE BOROUGH BEFORE ANY PERFORMANCE BY THE CONSULTANT.**
- E. The Consultant shall submit itemized invoices that shall describe in detail all fees, expenses, and disbursements made or incurred by the Consultant. Invoices rendered will be presented to the Borough on a periodic basis and will be received by the Borough not later than the last working day of the month following the monthly period for which the services are rendered. Payment for services rendered by the Consultant shall be presented by an official voucher with an attached, detailed, itemization which shall include a description of services rendered, hours expended, as well as disbursements claimed. Invoices must have a certification of services attached thereto. It is agreed all invoices must be accepted by the Borough as to form and documentation before payment will be made.

- F. Consultant shall not be entitled to compensation unless the Consultant actually provides the Services, *e.g.*, the Consultant shall not be entitled to compensation if the Consultant is scheduled to provide the Services and the Services are not provided as a result of the action or inaction of the Consultant, the Borough, its officers, agents or contractors, or any third parties. Consultant shall not be entitled to compensation for services rendered prior to the Borough's written notice to proceed. The Borough shall not be subject to a fee or a fine or penalty or prejudice in the event the full extent of the cost not to exceed amount of the contract is not expended. However, in the event the Borough requests services in writing and the Consultant performs those services, then the Consultant shall be compensated for those services actually performed in good faith in accordance with this Agreement. The Borough shall use its best efforts to avoid cancellations. The Borough shall not be subject to a fee or a fine or penalty or prejudice in the event that it is required to cancel the requested or scheduled services.
- G. Approved invoices shall be paid within sixty (60) days after submission by the Consultant. For public policy considerations, the Consultant shall not be entitled to, nor will the Borough pay interest or penalty on any late payment paid after said sixty (60) days, except as may be required by law.
- H. In the event the Consultant fails to submit an invoice in accordance with the parameters as set forth in this Section, or fails to provide the reporting requirements of this Agreement, the Borough Administrator, his designee and/or the Council may object to all or any portion of the invoice and the respective party will so notify the Consultant of the disapproval and return the invoice to the Consultant for revisions, further clarification and re-submission to the Borough.

7. Independent Contractor

The parties agree that the Consultant and anyone providing the Services on behalf of the Consultant is an independent contractor and nothing in the Agreement shall be construed to establish an employer/employee, agency, joint venture or partnership arrangement between the parties. In discharging all duties and obligations hereunder, the Consultant and anyone providing the Services on behalf of the Consultant shall at all times remain in an independent contractor relationship with the Borough. The Borough assumes no responsibility for the payment of compensation, wages, benefits or taxes of any employees of the Consultant.

8. Title to Data and Property Produced by the Consultant

The Consultant agrees that title to and all rights and other legal interest in all correspondence, memoranda, records, data, analysis, graphs, reports, physical property and other subject matter prepared, procured or produced in the rendition of services hereunder shall vest exclusively and remain with the Borough and the Consultant shall not have the right to sell, disclose, or make same available to third parties without the prior written consent of the Borough.

9. Confidentiality

The Consultant agrees to treat and maintain as confidential, and not to disclose to any third party or to use for his own benefit, reproduce or have reproduced, any information or other such document or data obtained, learned or produced as a result of the services rendered hereunder (except to the extent required by law) without the prior written consent of the Borough, which consent shall not be unreasonably refused, and to require and to furnish a copy to the Borough of an identical covenant executed by all subcontractors

of the Consultant participating in the rendering of the services hereunder. Additionally, the Consultant will not disclose or communicate to any person, firm, corporation or municipality information relative to the technology systems, finances or other business matters of the Borough.

10. Indemnification

The Consultant shall indemnify and hold harmless the Borough, collectively and individually, its agents, officials, representatives, its Mayor, Councilmember and employees from and against any and all damages, losses, or claims, including, but not limited to, reasonable attorney's fees that arise as a result of, in whole, or in part from (a) any intentional or negligent act, error, or omission in the performance of the Services by the Consultant or anyone performing the Services on behalf of the Consultant; (b) any failure to perform or complete the contract and/or services to be provided within the timeframes set forth in the Contract Documents; and/or (3) any breach of this Agreement or a breach of the implied covenant of good faith and fair dealing by the Consultant or anyone performing the Services on behalf of the Consultant.

11. Insurance

The Consultant shall maintain or cause to be maintained, in full force and effect insurance in such amounts and against such risks as follows:

- (a) Broad form, comprehensive, or commercial General Liability Insurance coverage, including contractual liability, against claims for personal injury, death or property damage in an amount of not less than One Million Dollars (\$1,000,000.00) with respect to injury or death of a single person and in the aggregate, and One Million Dollars (\$1,000,000.00) with respect to property damage, together with Excess/Umbrella Liability Insurance in an additional amount of not less than Five Million Dollars (\$5,000,000.00);
- (b) Workers Compensation Insurance coverage in the statutory amount of Five Hundred Thousand Dollars (\$500,000.00); and
- (c) If, applicable, Professional Liability Insurance coverage in an amount of not less than One Million Dollars (\$1,000,000.00) for each claim.

No later than the execution of this Agreement, and upon the Borough's request from time to time; the Contractor shall provide to the Borough a certificate of insurance. evidencing the coverage set forth above in (a) (b) (c) and (d) from an insurance company authorized to do business in New Jersey and having an A.M. Best Rating of at least an "A-". The Contractor shall also provide, upon the Borough's request, full and complete copies of the insurance policies required by (a), (b), (c) and (d) above. The coverage set forth above in (a) and (c) shall name the BOROUGH OF PROSPECT PARK as an additional insured under any policies required to be provided pursuant to this section.

12. General Legal Compliance

Consultant agrees to comply with all applicable federal and state laws, statutes, regulations, and rules, and all applicable local laws and ordinances. During the performance for this Contract, the Consultant agrees as follows:

The Consultant, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status sex, affectional or sexual orientation. The Consultant will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed,

color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not limited to the following: employment, up-grading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or their forms of compensation; and selection for training, including apprenticeship. The Consultant 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 Consultant, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status or sex, affectional or sexual orientation. The Consultant, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or worker's representative of the Consultant commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The Consultant, where applicable, agrees to comply with the regulations promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time and the Americans with Disabilities Act. The Consultant agrees to attempt in good faith to employee minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27 -5.2, promulgated by the Treasurer Pursuant to P.L. 1975, c.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals off the affirmative action office pursuant to N.J.A.C. 17:27-5.2, promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time.

The Consultant agrees to inform, in writing, appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices. The Consultant agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing confirms with the principals of job related testing, as established by the status and court decisions of the State of New Jersey and as established by applicable Federal Law and applicable Federal Court decisions. The Consultant 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 or sex, affectional or sexual; orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal Law and applicable Federal Court decisions. The seller and its subcontractors shall furnish such reports or other documents the Division of Contract Compliance and EEO Office as may be requested by the office from time to time in order to carry out the purpose of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance and EEO Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code, (N.J.A.C. 17:27).

During the performance of this contract, the Consultant ("also referred to as the Contractor") agrees to comply with the Mandatory Equal Employment Opportunity Language annexed here to as *Exhibit D*.

13. Records Maintenance

Pursuant to N.J.A.C. 17:44-2.2, the Consultant shall maintain all documentation related to products, transactions or services under this Contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

14. New Jersey Business Registration Requirement

The Consultant shall provide the appropriate Business Registration certificate pursuant to N.J.S.A. 52:32-44 and prior to commencement of the Agreement. The Consultant shall provide written notice to its suppliers of the responsibility to submit proof of business registration to the Consultant. The requirement of proof of business registration extends down through all levels (tiers) of the project.

Before final payment on the contract is made by the contracting agency, the Consultant shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used. For the term of the contract, the Consultant and each of its affiliates and subcontractor and each of the subcontractors' affiliates [N.J.S.A. 52:32-44 (g) (3)] shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of PL 2001, c.134 c.52:32-44 et al) or subsection e.or f. 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 provided under a contract with a contracting agency.

15. Pay-to-Play - Campaign Contribution Laws and Regulations

For all periods relevant to this Agreement, Consultant has and shall continue to comply with P.L. 2004, c. 19; P.L 2005, c. 51; P.L. 2005, c.271. Contractor acknowledges its responsibility to file an annual statement on political contributions with the New Jersey Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-20.13 (P.L. 2005, c.271, §3) if Contractor receives contracts in excess of \$50,000 from public entities in a calendar year. It is the responsibility of Contractor to determine if filing is necessary, and additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

16. Compliance with Personnel Policies

Consultant and anyone providing the Services on behalf of the Consultant agrees that they will comply with all legal requirements regarding personnel and affirmative action programs, if applicable. Consultant and anyone providing the Services on behalf of the Vendor agrees to comply with the Affirmative Action Rules set forth in Exhibit D, attached hereto.

17. Default

In the event the Consultant fails to provide any of the Services or fulfill any of its responsibilities required under this Agreement, the Consultant shall be deemed to be in default of this Agreement and the Borough shall be entitled to maintain any and all actions and effect any and all remedies available to it in equity and in law. The Consultant may not maintain any action or effect any remedies for default against the Borough unless and until the Borough has failed to cure the breach within sixty (60) days of written notice of such breach, or if the nature of the cure is such that it reasonably requires more than sixty (60) days, if the Borough commences the cure within the sixty (60) day period and thereafter continuously and diligently pursues the cure to completion.

18. Suspension and/or Termination

- A. The Borough may suspend or terminate this Agreement, with or without cause, for any reason and without penalty or prejudice on ten (10) days written notice. In the event of such termination, the

Consultant shall be paid any undisputed charges for authorized work performed in good faith prior to the effective date of the suspension or termination in accordance with the compensation terms of this Agreement. The Borough's suspension or termination of this Agreement shall be without prejudice to, and with full reservation of, all other rights and remedies of the Borough pursuant to this Agreement or as may exist at law or in equity, including, but not limited to, claims of errors and omissions and specific performance.

- B. The Consultant shall not be entitled to compensation unless the Consultant actually provides the Services, *e.g.*, the Consultant shall not be entitled to compensation if the Consultant is scheduled to provide the Services and the Services are not provided as a result of the action or inaction of the Consultant, the Borough, its officers, agents or contractors or a third party outside the control of the Borough. The Borough shall use its best efforts to avoid cancellations. The Borough shall not be subject to a fee or a fine or penalty or prejudice in the event that it is required to cancel the requested or scheduled services.
- C. Should the parties suspend or terminate this Agreement, the Consultant agrees to fully cooperate and provide all information requested by the Borough in connection with the completion or transition of the Services.
- D. Any correspondence, reports, correspondence, memoranda, records, data, analysis, graphs, drawings, specifications, plans and other related documents prepared by the Consultant in the course of its performance under the terms of this Agreement, including those in electronic media form, hard copy or otherwise, shall be the property of the Borough. Accordingly, the Consultant shall provide copies of same to the Borough, upon the Borough's request. In the event of this Agreement's termination, the Consultant shall provide copies of the same, at no additional costs or charge, to the Borough upon payment to the Consultant of any undisputed charges or fees. Any changes to the documents provided to the Borough by a party other than the Consultant shall be the responsibility of the Borough or others. The Consultant shall not be liable or responsible for any changes to those documents that are made without the Consultant's consent.

19. Dispute Resolution

Any and all claims, disputes or other matters in question between the Borough and Consultant arising out of or relating to the Agreement, or alleged breach thereof, shall be subject to and determined by a court of competent jurisdiction venued in Passaic County, New Jersey.

The Consultant hereby knowingly irrevocably waives its right to trial by jury in any action arising out of or relating to the Agreement. This waiver does not apply to personal injury actions or to any action in which another party, not bound by such a waiver, demands trial by jury. This waiver is knowingly, intentionally and voluntarily made by the Contractor.

If a dispute arises between the Borough and any entity or individual as to which the Borough is bound to the arbitration of such disputes and the dispute directly or indirectly relates to the Agreement, then the Consultant agrees that the Consultant can be joined as a party to such an arbitration with respect to matters related to such arbitration. Any and all disputes which exist only between the Borough and Consultant, or among the Borough, Consultant and others as to which the Consultant is not bound to the arbitration of disputes, shall be subject to the provisions of this Section.

20. Third Party Rights

Nothing in this Agreement is intended to make any person or entity who is not a signatory a third-party beneficiary of any right created by this Agreement.

21. Conflict of Interest

The Consultant represents that, to the best of its knowledge, information and belief, none of its employees nor anyone providing the Services on behalf of the Consultant are engaged in conduct that constitutes a conflict of interest under, or a violation of, the Local Government Ethics Law, *N.J.S.A. 40A:9-22.1 et. seq.* The Consultant represents that it is not now performing, and expressly agrees to refrain during the period of effectiveness of this Agreement from so performing, any services for any person, firm or corporation which results or might result in a conflict of interest between the Consultant and the Borough, directly or indirectly. The Consultant agrees to disclose in writing to the Borough any and all potential conflicts of interest which may arise, giving full particulars.

22. Modification

Neither party shall have the authority to vary, alter, amend, or change this Agreement, or any part thereof, without the prior written consent of the other party.

23. Assignment

Consultant may not assign or transfer the Agreement, or any interest herein or any claim hereunder, or subcontract any portion of the work hereunder, without the prior written consent of the Borough Administrator. If the Borough Administrator consents to such assignment or transfer, the terms and conditions of this Agreement shall be binding upon any assignee or transferee.

24. Non-Waiver

No delay, failure, or waiver of either party's exercise or partial exercise of any right or remedy under this Agreement shall constitute a waiver of such right or remedy unless it is a written waiver signed by the waiving party, nor shall such a delay or failure operate to limit, impair, preclude, cancel, waive, or otherwise affect such right or remedy. Any written waiver shall be applicable to its circumstances only and shall not, nor shall it be deemed to be, applicable to any other or subsequent default.

25. Entire Agreement

The terms and conditions stated in this Agreement constitute the entire agreement between the parties relating to the subject matter herein. There are no other promises, representations, terms, conditions, or obligations, other than those contained herein.

26. Force Majeure

Neither party shall be liable for any delay or failure to perform its obligations due any cause beyond its reasonable control including, but not limited to, Acts of God, government restrictions, wars, strikes or insurrections.

27. Jurisdiction and Governing Law

The Superior Court of New Jersey, Law Division, and Middlesex County shall have exclusive jurisdiction over any disputes arising out of this Agreement. Any such dispute shall be interpreted and decided in accordance with the laws of the state of New Jersey.

28. Severability

In the event one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal, or unenforceable, the remaining provisions of this Agreement shall be unimpaired, and the invalid, illegal, or unenforceable provision shall be replaced by a provision mutually acceptable to the Parties.

29. American with Disabilities Act

The Consultant further agrees to comply with the requirements of the Federal Americans with Disabilities Act (ADA) and the Federal Rehabilitation Act of 1973, as same has been amended and supplemented.

30. Notices

Any notices required or permitted to be given pursuant to the terms of this Agreement shall be sufficiently given when delivered personally, by courier services (such as Federal Express), certified mail, return receipt requested, or by facsimile, with transmission confirmation, addressed to each party as follows:

CONSULTANT:

BOROUGH OF PROSPECT PARK:

**BOROUGH OF PROSPECT PARK
106 Brown Avenue
Prospect Park, New Jersey 07508
Attention: Intashan Chowdhury, Borough Administrator
Electronic Mail: chowdhuryi@prospectpark.net**

WITH COPIES TO:

**BOROUGH OF PROSPECT PARK
106 Brown Avenue
Prospect Park, New Jersey 07508
Attention: Borough Clerk
Electronic Mail:**

AND

**WEINER LAW GROUP LLP
629 Parsippany Road
Parsippany, New Jersey 07054
Telephone: (973) 403-1100
Facsimile: (973) 403-0010
Attention: Denis G. Murphy, Esq.
Electronic Mail: dmurphy@weiner.law**

IN WITNESS WHEREOF the parties hereto have set their hands and seals, or caused these presents to be signed by their proper corporate officers and caused their corporate seal to be affixed hereto, and duly executed in triplicate.

Witness:

BOROUGH OF PROSPECT PARK

By: _____
Mohamed Khairullah, Mayor

Date:

Witness:

CONSULTANT

By _____
Print Name and Title

By: _____
Print Name and Title

By _____
Signature

By: _____
Signature

Date:

Organization Name	Type	Quantity	Manufacturer
Borough Of Prospect Park	Workstation		Dell
Borough Of Prospect Park	Workstation		HP Inc
Borough Of Prospect Park	Workstation		Dell
Borough Of Prospect Park	Workstation		Dell
Borough Of Prospect Park	Workstation		Dell
Borough Of Prospect Park	Workstation		Lenovo
Borough Of Prospect Park	Workstation		Dell
Borough Of Prospect Park	Workstation		Lenovo
Borough Of Prospect Park	Workstation	1	Dell
Borough Of Prospect Park	Workstation	1	Dell
Borough Of Prospect Park	Workstation	1	Dell
Borough Of Prospect Park	Workstation	1	HP Inc
Borough Of Prospect Park	Workstation	1	Dell
Borough Of Prospect Park	Server	1	HPE
Borough Of Prospect Park	Workstation	1	Dell
		1	Sonicwall
		1	Epson
		1	HP
		1	Kyocera
		1	Kyocera
		1	Kyocera
		1	Microsoft
		1	Microsoft
		1	Microsoft
		1	Microsoft
		1	Microsoft
		1	Microsoft
		3	Netgear
		6	Ubiquity
		1	Netgear

Model Number	OS	Age (Years)	Processor Model
LATITUDE 3520	Windows 10 20H2	0.2	11th Gen Core i5-11:
HP EliteOne 800 G6 24 All-in-One PC (9	Windows 10 21H2	0.3	Core i7-10700 2.90G
LATITUDE 3520	Windows 10 21H2	0.5	11th Gen Core i5-11:
OptiPlex 7480 AIO	Windows 10 21H2	1.3	Core i7-10700 2.90G
OptiPlex 7480 AIO	Windows 10 21H1	1.3	Core i7-10700 2.90G
ThinkBook 15-III Laptop - Type 20SM	Windows 10 21H1	1.3	Core i7-1065G7 1.30
OptiPlex 7070	Windows 10 21H2	1.6	Core i5-9500 3.00GH
T490 (Type 20N2, 20N3) Laptop (Thinkf	Windows 10 21H2	2.2	Core i5-8265U 1.60G
OptiPlex 7470 All In One	Windows 10 21H1	2.3	Core i5-9500 3.00GH
OptiPlex 7470 All In One	Windows 10 21H1	2.3	Core i5-9500 3.00GH
OptiPlex 7450 All In One	Windows 10 21H2	4.3	Core i5-7500 3.40GH
HP Pavilion 23-g010 All-in-One Desktop	Windows 10 21H1	7.5	E2-3800 APU with R:
OptiPlex 7010 (Mid 2012)	Windows 10 21H1	8.9	Core i5-3570 3.40GH
ML110 G6 CTO Chassis	Windows Server 2008	10.9	Core i3 530 2.93GHZ
OptiPlex 380 (Late 2009)	Windows 7 7601	11.9	Core 2 Duo E7500 2.
TZ500			
WF-2630 Series			
LJ3010			
3212i			
3553ci			
4501KX			
Surface Tablet			
Surface Tablet			
Surface Tablet			
Surface Tablet			
Surface Tablet			
Surface Tablet			
GS324TP-100NAS			
Unifi-pro			
GS348T — S350			

Memory (GB)	Storage (GB)
8.32	253.07
8.36	255.05
8.32	253.13
16.85	253.02
16.85	253.02
8.28	510.77
8.36	254.71
8.33	254.72
8.38	262.05
8.38	254.19
8.27	498.59
3.71	497.98
4.18	498.45
4.22	160.04
3.18	159.17

**STATE OF NEW JERSEY – DIVISION OF PURCHASE AND PROPERTY
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

Quote Number: _____ Bidder/Offeror: _____

PART 1: CERTIFICATION

BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.

FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE.

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders must review this list prior to completing the below certification. **Failure to complete the certification will render a bidder's proposal non-responsive.** If the Director finds a person or entity to be in violation of 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

PLEASE CHECK THE APPROPRIATE BOX:

- I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. **I will skip Part 2 and sign and complete the Certification below.**

OR

- I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART 2:

PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

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

Disclosure of Investment Activities in Iran (cont'd)

EACH BOX WILL PROMPT YOU TO PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, CLICK THE "ADD AN ADDITIONAL ACTIVITIES ENTRY" BUTTON

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

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; that the State of New Jersey 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 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, 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 State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): _____ Signature: _____
Do Not Enter PIN as a Signature

Title: _____ Date: _____



**CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES
IN RUSSIA OR BELARUS PURSUANT TO P.L.2022, c.3**

CONTRACT / BID SOLICITATION TITLE Borough of Prospect Park

CONTRACT / BID SOLICITATION No. Information Technology Consultant Services

CHECK THE APPROPRIATE BOX

I, the undersigned, am authorized by the person or entity seeking to enter into or renew the contract identified above, to certify that the Vendor/Bidder is not engaged in prohibited activities in Russia or Belarus as such term is defined in P.L.2022, c.3,¹ section 1.e, except as permitted by federal law.

I understand that if this statement is willfully false, I may be subject to penalty, as set forth in P.L.2022, c.3, section 1.d.

OR

I, the undersigned am unable to certify above because the person or entity seeking to enter into or renew the contract identified above, or one of its parents, subsidiaries, or affiliates may have engaged in prohibited activities in Russia or Belarus. A detailed, accurate and precise description of the activities is provided below.

Failure to provide such description will result in the Quote being rendered as non-responsive, and the Department/Division will not be permitted to contract with such person or entity, and if a Quote is accepted or contract is entered into without delivery of the certification, appropriate penalties, fines and/or sanctions will be assessed as provided by law.

Description of Prohibited Activity

Attach Additional Sheets If Necessary.

If you certify that the bidder is engaged in activities prohibited by P.L. 2022, c. 3, the bidder shall have 90 days to cease engaging in any prohibited activities and on or before the 90th day after this certification, shall provide an updated certification. If the bidder does not provide the updated certification or at that time cannot certify on behalf of the entity that it is not engaged in prohibited activities, the State shall not award the business entity any contracts, renew any contracts, and shall be required to terminate any contract(s) the business entity holds with the State that were issued on or after the effective date of P.L. 2022, c. 3.

Signature of Authorized Representative

Date

Print Name and Title of Authorized Representative

Vendor Name

¹ Engaged in prohibited activities in Russia or Belarus” means (1) companies in which the Government of Russia or Belarus has any direct equity share; (2) having any business operations commencing after the effective date of this act that involve contracts with or the provision of goods or services to the Government of Russia or Belarus; (3) being headquartered in Russia or having its principal place of business in Russia or Belarus, or (4) supporting, assisting or facilitating the Government of Russia or Belarus in their campaigns to invade the sovereign country of Ukraine, either through in-kind support or for profit.