

**REQUEST FOR PROPOSAL**  
**FOR**  
**COMPUTER AND COMPUTER NETWORK CONSULTANT**  
**BOROUGH of PINE HILL**  
**PINE HILL POLICE DEPARMTENT**  
**PINE HILL DEPARTMENT OF PUBLIC WORKS**

**SUBMISSION DEADLINE**  
**AT WHICH TIME PROPOSALS WILL BE OPENED IS**

**December 7, 2021**  
**10:00 A.M.**

**ADDRESS ALL PROPOSALS TO:**

**BUSINESS ADMINISTRATOR**  
**BOROUGH of PINE HILL**  
**45 W. 7<sup>th</sup> AVENUE**  
**PINE HILL, NJ 08021**

## **GENERAL INFORMATION & SUMMARY**

### **ORGANIZATION REQUESTING PROPOSAL**

BOROUGH OF PINE HILL  
45 W. 7<sup>th</sup> AVE  
PINE HILL, NJ 08021

### **CONTACT PERSON**

Please direct all questions in writing to:

Borough of Pine Hill  
45 W. 7<sup>th</sup> Avenue  
Pine Hill, New Jersey 08021  
Attention: Professional Services RFP for 2022 & 2023  
Business Administrator Phone: (856) 783-7400  
Fax: (856) 783-5388  
Email: jgreer@pinehillboronj.com

### **PURPOSE OF REQUEST**

The Borough of Pine Hill desires to appoint a Computer and Computer Network consultant who will facilitate the Borough's need to maintain and protect Borough data and records via computer network systems. Applicants should demonstrate experience and knowledge in the field of computers, operating systems and networking especially with existing systems operating within the Borough of Pine Hill.

### **PERIOD OF CONTRACT**

Two (2) year from date of award.

### **CONTRACT FORM**

The successful proposer shall be required to execute the Borough's form contract, which includes the indemnification, insurance, termination and licensing provisions set forth in this RFP.

It is also agreed and understood that the acceptance of the final payment by Contractor shall be considered a release in full of all claims against the Borough arising out of, or by reason of, the work done, and materials furnished under this Contract.

**DETAILED REQUIREMENTS OF THE  
REQUEST FOR PROPOSAL FOR COMPUTER AND COMPUTER NETWORK  
CONSULTANTS SERVICES**

**SCOPE OF SERVICES:**

Any persons or firms interested in providing professional services to the Borough of Pine Hill (“Borough”) as defined in the New Jersey Statutes, N.J.S.A. 40A:11-2(6).

**A. Appointment of Borough Computer and Computer Network Consultant.** A Computer and Computer Network Consultant shall be appointed by the Borough Council (hereinafter the “Council”) pursuant to general law, by a majority vote of its membership for a term of three (3) year from the first day of January in the year of his appointment and until his successor is appointed and qualified. He shall receive such compensation as may be agreed upon and determined by the Council.

**B. Standard Requirements of Technical Proposal.**

The Proposer should submit a technical proposal which contains the following:

1. The name of the proposer, the principal place of business and, if different, the place where the services will be provided;
2. The age of the proposer’s firm and average number of employees over the past three years;
3. The education, **\*certifications**, qualifications, experience, and training of all persons who would be assigned to provide services along with their names and titles;

**\*Certification:**

- All engineers **must** be fully vetted by the NJ State Police and records **must** be provided.
  - SOC1 Certification for Remote Support Center support and filed engineering.
  - SOC2 Certification for any cloud-based services.
  - SSAE 16 for reporting under the SOC requirements.
4. A listing of all other engagements where services of the types being proposed were provided. This should include other Municipal governments and other levels of government. Contact information for the recipients of the similar services must be provided. The Borough of Pine Hill may obtain references from any of the parties listed;
  5. A description of all other areas of expertise of the proposer, with emphasis on a description of those services of interest to a county or municipal government client;
  6. A detailed plan for providing the proposed services;
  7. Proof of professional liability insurance;

8. Proof of any necessary professional license or certification from the State of New Jersey for all professionals assigned to the engagement;
9. Statement that the firm has Workers' Compensation and Employer's Liability Insurance in accordance with New Jersey law;
10. Statement that neither the firm nor any individuals assigned to this engagement are disbarred, suspended, or otherwise prohibited from professional practice by Any federal, state, or local agency;
11. A description of the proposer's office location and an explanation of the proposer's availability for meetings, conferences, training and emergency response at the Borough of Pine Hill's facilities.
12. An Affirmative Action Statement;
13. A completed Non-Collusion Affidavit;
14. A completed Owner Disclosure Statement;
15. A statement that the proposer will comply with the General Terms and Conditions required by the Borough of Pine Hill and enter into the Borough of Pine Hill's standard Professional Services Contract;
16. A copy of the Proposer's Business Registration Certificate.
17. A representation that all services will be performed within the United States of America;
18. A statement that the respondent has read the Americans with Disabilities language that is part of the documents attached hereto and agrees that the provisions of Title II of the Act are made part of the contract. The contractor is obligated to comply with the Act and hold the Borough of Pine Hill harmless.

**Specialized Requirements of Technical Proposal:**

- A. The proposer shall perform management maintenance, and security of the Borough of Pine Hill's network infrastructure.
- B. The proposer shall identify and recommend hardware, software and \* **firewall** operating systems and upgrades for network and office technology.
- C. The proposer shall ensure the creation/management of information backup, in particular ensure all data is regularly "backed up" and available when needed in the event of an incident (e.g., ransomware, flood, fire, etc.).
- D. The proposer shall ensure the creation/management of Patch Management, in particular to ensure all systems and applications are patched on a timely basis. Outdated and/or unsupported operating systems/applications shall not be used
- E. The proposer shall ensure the creation/management of Defensive Software, in particular to

ensure all systems are protected by software that minimizes the likelihood of an attack by malicious individuals and/or malware that can compromise the confidentiality, integrity and availability of that system or information.

- F. The proposer shall ensure the creation/management of Password, in particular to ensure that users construct passwords that minimize the likelihood of unauthorized access to the member's data and technology systems.
- G. The proposer shall ensure the creation/management of Email Warning, in particular to reduce spoofing emails and social engineering emails by identifying when emails are coming from outside the organization.
- H. The proposer, annually, shall review/revise the Borough's Cyber Incident Response Plan.
- I. The proposer, annually, shall review/revise the Borough's Technology Practice Policy.
- J. The proposer shall ensure the creation/management of Server Security, in particular to prevent unauthorized physical access, damage, and interference to the member's server(s) and network equipment.
- K. The proposer shall ensure the creation/management of Access Privilege Controls, in particular to control access to all technology digital assets. Access to all technology shall be controlled by role-based access controls.
- L. The proposer shall ensure the creation/management of Technology Support Policy, in particular to ensure the member has the technical support expertise and structure in place to effectively mitigate and triage technology and cyber related issues.
- M. The proposer shall ensure the creation/management of System and Event Logging, in particular to ensure system activities, information security events, and system utilization and performance are captured.
- N. The proposer shall ensure the creation/management of Protected Information, in particular to ensure all digital files and data containing sensitive information, Personally Identifiable Information (PII), and Protected Health Information (PHI) are protected in accordance with statutory, regulatory, and contractual requirements.
- O. The proposer shall ensure the creation/management of Remote Access, in particular to secure remote access connectivity into the member's network using a Virtual Private Network (VPN).
- P. The proposer, annually, shall review/revise the Borough's Technology Business Continuity Plan Policy as it pertains to the ability to recover from a disruption in service, including cyber breaches, denial of service or ransomware attacks, and be able to restore continuity of operations.
- Q. The proposer shall ensure the creation/management of Network Segmentation, in particular to reduce the spread of a cyber-attack by dividing the network into multiple zones or sub-networks, virtually or physically, and applying security protocols to each zone. The member shall consider isolating key business units or sensitive departments, such as finance and human resources.

- R. The proposer shall ensure the creation/management of Remote Access, in particular to enhance the security level by adding a second layer of authentication when remotely accessing the member's network, as well as giving the member certain controls over the device remotely accessing the network.
- S. The proposer shall ensure the creation/management of Password Integrity, in particular to frequently validate users' emails and passwords to ensure they have not been compromised.
- T. The proposer shall ensure the creation/management via a log monitor tool, System and Event Logging.

Overall network administration, including Active Directory management, network printing, documentation, monitoring, backup management, email services, and database administration.

**\*Firewalls:**

Provide Managed Unified Threat Management (UTM) utilizing Next Generation Firewall appliances and service for both networks, the Borough as well as the Police Department.

Provide Fortigate UTM support

Consideration for future growth should also be considered such as additional sites or bandwidth upgrades.

Features that should be included in all Firewalls:

- AD Integration
- Application Inspection
- Content Filtering
- Gateway Antivirus
- Geolocation blocking
- IDS/IPS
- Multiple WAN support and failover
- Site to Site VPNs
- SSL VPN support
- Client VPN

- D. The proposer shall continue to maintain the consolidation and update of the network to meet the protocols of the Borough of Pine Hill.
- E. The proposer shall provide remote monitoring services 24/7 on all key network devices, monitoring key services such as but not limited to virus scanning, data **\*backup**, and security intrusions.

**\*Backup:**

The requested backup solution shall provide backup of data from basic files folders to full imaging of all volumes on a server. All file/folder/image data need to be stored onsite and replicated offsite. The backup solution needs to be able to protect physical and virtual Windows servers with image backups and can extract files/folders from these backups.

High level functionality desired:

- Image-based backup of all Windows servers
- Onsite and offsite storage
- Granular File/Exchange/SQL restores
- Bare Metal Restore (BMR)
- Local and Offsite Business Continuity for protected Servers
- Data is encrypted in transit and at rest at the data center
- 30 days of onsite and offsite data retention
- Daily job schedule for incremental backups (e.g. every 2 hours)

F. The proposer shall provide Hosted **\*Email** services

**\*Email:**

The proposer must provide a Proposal for Professional Services to migrate the current email solution from the existing provider (Hosted Exchange provided by incumbent) and transition to new hosted service by Microsoft or other preferred vendor.

Borough – 102 mailboxes of which 80 are former employees

Police – 42 mailboxes of which 18 are former employees

- G. The proposer shall provide call center support with access to real time phone support to handle all desktop issues including, but not limited to Performance of basic support functions, including the installation of PC's, laptops, mobile devices, printers, peripherals, and office software; diagnosis and correction of desktop application problems, configuring of PC's, laptops and mobile devices for standard applications; identification and correction of user hardware problems, with advanced troubleshooting as needed; maintenance of an updated inventory of all related computer related hardware.
- H. The proposer shall provide periodic security patch updates remotely for the operating systems. These updates will occur during off business hours.
- I. The proposer shall provide onsite service to the Borough of Pine Hill between the hours of 8:00 a.m. and 5:45 p.m. Monday through Thursday, excluding public holidays.
- J. The proposer shall provide emergency repair service and maintenance outside the normal working hours of the Borough of Pine Hill, defined as 8:00a.m. and 5:45 p.m. Monday through Thursday, excluding public holidays, which shall include Saturdays and Sundays.
- K. The proposer shall troubleshoot problems with appropriate vendors and maintenance of software from the application software providers. Note: Supplemental information may be requested and an interview may be required.

**APPLICANT'S/PROPOSER'S RESPONSIBILITY IN RESPONDING TO BOROUGH'S  
REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES**

**COST PROPOSAL-** Proposers should submit a cost proposal which would include any proposed retainer, the services to be provided for the retainer, and hourly billing rates. The Borough of Pine Hill does not provide payment for or reimbursement for travel expenses. **DISCUSSION**

**WITH PROPOSERS-** An oral presentation by a proposer to clarify a proposal may be required at

the sole discretion of the Borough of Pine Hill. However, the Borough of Pine Hill may award a contract based on the initial proposals received with discussion with the proposer. If oral presentations are required, they will be scheduled after the submission of proposals. Proposer will not be compensated for making the presentation.

**PROPOSALS-** Proposers should submit a cost proposal detailed as follows:

**Monthly Fee(s):** \_\_\_\_\_

**Help Desk and Remote Support**

For approximately 20 Users

Standard Hours for Help Desk and Remote Support are \_\_\_\_\_

During Standard Help Desk and Remote Support Hours. Fees are included in Monthly Fee Y / N, or \$ \_\_\_\_\_ per hr.

Outside of Standard Help Desk and Remote Support Hours, fees are \$ \_\_\_\_\_ in \_\_\_\_\_ minute increments.

**On-site Support**

Standard Hours for On-Site Support are \_\_\_\_\_

During Standard On-Site Support Hours, \$ \_\_\_\_\_ per hr. for covered incidents, and \$ \_\_\_\_\_ per hr. for requested on-site support in \_\_\_\_\_ minute increments.

Record minimum hours \_\_\_\_\_, travel time \_\_\_\_\_, additional fees, if any \_\_\_\_\_

**PROPOSAL EVALUATION-** The Borough of Pine Hill will select the most advantageous proposal based on all of the evaluation factors set forth at the end of this RFP. However, cost is important to the Borough of Pine Hill. The Borough of Pine Hill may, if deemed useful, attempt to negotiate an acceptable fee with the most qualified proposer. The Borough of Pine Hill will make the award that is in the best interest of the Borough of Pine Hill based on cost and other considerations. Each proposal must satisfy the objectives and requirements detailed in this RFP. The features of the proposal, considered together with its economic and other benefits, will form the basis for the evaluation process. The successful proposer shall be determined by an evaluation of the total content of the proposal submitted. The Borough of Pine Hill reserves the right to:

- a) Not select any of the proposals;
- b) Select only portions of a particular proposer's proposal for further consideration (however,



proposers may specify portions of the proposal that they consider “bundled”.);

- c) Award a contract for the requested services at any time within 60 days of the selection of the most advantageous proposal. Every proposal should be valid through this time period.

The Borough of Pine Hill shall not be obligated to explain the results of the evaluation process to any proposer.

The Borough of Pine Hill may require proposers to demonstrate any services described in their proposal prior to award.

**PROPOSAL LIMITATIONS-** This RFP is not intended to be an offer, order or contract and should not be regarded as such, nor shall any obligation or liability be imposed on the Borough of Pine Hill by issuances of this RFP. The Borough of Pine Hill reserves the right at the Borough of Pine Hill’s sole discretion to refuse any proposal submitted.

**USE OF INFORMATION-** Any specifications, drawings, sketches, models, samples, data, computer programs, documentation, technical or business information and the like (“Information”) furnishes or disclosed by the Borough of Pine Hill to the proposer in connection with this RFP shall remain the property of the Borough of Pine Hill. When in tangible form, all copies of such information shall be returned to the Borough of Pine Hill upon request. Unless such information was previously known to the proposer, free of any obligation to keep it confidential, or has been or is subsequently made public by the Borough of Pine Hill or a third party, it shall be held in confidence by the proposer, shall be used only for the purposes of this RFP, and may not be used for other purposed except upon such terms and conditions as may be mutually agreed upon in writing.

#### **GENERAL TERMS AND CONDITIONS –**

- A. The Borough of Pine Hill reserves the right to reject any or all proposals, if necessary, or to waive any informality in the proposals, and unless otherwise specified by the proposer, to accept any item, items or services in the proposals should it be deemed in the best interest of the Borough of Pine Hill to do so.
- B. In case of failure by the successful proposal, the Borough of Pine Hill may procure the articles or services from other sources, deduct the cost of the replacement from money due to the proposer under the contract, and hold the proposer responsible for any excess cost occasioned thereby.
- C. The proposer or subcontractor, where applicable, shall be responsible for, shall keep, save and hold the Borough of Pine Hill harmless from, shall indemnify and shall defend the Borough of Pine Hill against any claim, loss, liability, expense (specifically including but not limited to costs, counsel fees and/or experts’ fees), or damage resulting from all mental or physical injuries or disabilities, including death, to employees or recipients of the proposer’s services or to any other persons, or from any damage to any property sustained in connection with this contract which results from any acts or omissions, including negligence or malpractice, of any of its officers, directors, employees, agents, servants or independent contractors, or from the proposer’s failure to provide for the safety and protection of its employees, or from proposer’s performance or failure to perform pursuant to the terms and provisions of this contract. The proposer’s liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

- D. The proposer shall maintain sufficient insurance to protect against all claims under Workmen's Compensation, General Automobile Liability and shall be subject to approval for adequacy of protection.
- E. Each proposal must be signed by the person authorized to do so.
- F. Where applicable, payments will be made upon approval of vouchers submitted by the successful proposer in accordance with the requirements of the Borough of Pine Hill and subject to the Borough of Pine Hill's standard procedures.
- G. The Borough of Pine Hill is exempt from any State sales tax or Federal Excise Tax. In submitting its proposal, the proposer certifies that its total base proposal does not include any NJ State Sales Tax.
- H. The contract shall be in effect for three (3) year from date of award unless otherwise stated.
- I. Proposals may be hand delivered or mailed consistent with the provisions of the legal notice to proposers. In the case of mailed proposals, the Borough of Pine Hill assumes no responsibility for proposals received after the designated date and time and will return late proposals unopened.
- J. If awarded a contract, the successful bidder shall be required to comply with the requirements of N.J.S.A. 10:5-31 et seq. And N.J.A.C. 17:27 and shall submit evidence of appropriate affirmative action compliance prior to the execution of a contract.
- K. All services shall be performed within the United States of America.
- L. All proposals submitted shall include in the price any applicable permits or fees required by any other government entity that has jurisdiction to require the same.
- M. By submission of the proposal, the proposer certifies that the service to be furnished will not infringe upon any valid patent, trademark or copyright and the successful proposer shall, at its expense, defend any and all actions or suits charging such infringement, and will save the Borough of Pine Hill harmless in any case of any such infringement.
- N. No proposer shall influence or attempt to influence or cause to be influenced any Borough of Pine Hill officer or employee to use his/her official capacity in any manner which might tend to impair the objectivity or independence of judgment or said officer or employee.
- O. No proposer shall cause or influence or attempt to cause or influence any Borough of Pine Hill officer or employee to use his/her official capacity to secure unwarranted privileges or advantages for the proposer or any other person.

**BASIS for AWARD CONTRACT/AGREEMENT for PROFESSIONAL SERVICES**

The Borough shall award all professional service contracts or agreements based on qualification, merit and cost competitiveness. Selection criteria will include:

1. Qualifications of the individual or firms who will perform the service or activity.
2. Experience and references.

3. Ability to perform the service or activity in a timely fashion, including staffing and the staff's familiarity of the service or activity.
4. Cost Competitiveness.
5. The Borough reserves the right to conduct an interview or interviews with the prospective Professional to discuss the scope of the professional services as outlined in the applicant's/proposer's proposal.
6. All awards or waivers will be by resolution acted on by the Borough at a Borough Council meeting.
7. All awards are subject to availability of funds.
8. This policy will include, but not be limited to, all of the above listed requirements.

**REQUEST FOR PROPOSAL CHECKLIST**

THIS CHECKLIST MUST BE COMPLETED AND SUBMITTED WITH YOUR PROPOSAL:

**Please initial below, indicating that your proposal includes the itemized document.**

**A PROPOSAL SUBMITTED WITHOUT THE FOLLOWING DOCUMENTS  
IS CAUSE FOR REFUSAL**

BELOW	INITIAL
A. An original with two (2) signed copies of your complete proposal and one electronic copy.	_____
B. Non-Collusion Affidavit properly notarized	_____
C. Public Disclosure Statement, properly notarized, listing the names of all persons owning ten (10) percent or more of the proposing entity.	_____
D. Authorized signatures on all forms.	_____
E. Business Registration Certificate(s) <b>Must be submitted prior to award</b>	_____
F. Americans with Disabilities Form	_____
G. Disclosure of Investment Activities in Iran Form	_____
H. Pay-to-Play Certification	_____

Note: N.J.S.A 52:32-44 provides that the Borough shall not enter into a contract for goods or services unless the other party to the contract provides a copy of its business registration certificate for the State of New Jersey, and the business registration certificate of any subcontractors, at the time that it submits its proposal. The contracting party must also collect the state use tax where applicable.

**THE UNDERSIGNED HEREBY ACKNOWLEDGES  
THE ABOVE LISTED REQUIREMENTS.**

NAME OF PROPOSER:

\_\_\_\_\_  
Person, Firm or Corporation

BY: \_\_\_\_\_ (NAME) \_\_\_\_\_ TITLE)

**EXHIBIT A****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 ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

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

The contractor or subcontractor, 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 afford equal employment opportunities to minority and women workers consistent with Good faith efforts to meet targeted Borough employment goals established in accordance with N.J.A.C. 17:27-5.2, or Good faith efforts to meet targeted Borough 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 targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, 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 Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

**NON-COLLUSION AFFIDAVIT**

STATE OF NEW JERSEY  
BOROUGH OF PINE HILL ss:

I am \_\_\_\_\_

Of the Firm of \_\_\_\_\_

UPON MY OATH, I DEPOSE AND SAY:

1. That I executed the said proposal with full authority so to do;
2. That this proposer has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of fair and open competition in connection with this engagement;
3. That all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the borough of Pine Hill relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for the said engagement; and
4. That no person or selling agency has been employed to solicit or secure this engagement agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial of selling agencies of the proposer. (n.j.s.a.52: 34-25)

\_\_\_\_\_  
(Type or print name of Affiant under signature)

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

Notary public of

My Commission expires: \_\_\_\_\_ 20 \_\_\_\_\_

**STOCKHOLDER DISCLOSURE CERTIFICATION**  
**N.J.S.A. 52:25-24.2 (P.L. 1977 c.33)**  
**FAILURE OF THE BIDDER/RESPONDENT TO SUBMIT THE REQUIRED**  
**INFORMATION IS CAUSE FOR AUTOMATIC REJECTION**

**CHECK ONE:**

I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

**Check which business entity applies:**

- |  |  |  |
|--|--|--|
| <input type="checkbox"/> Partnership                     | <input type="checkbox"/> Corporation                   | <input type="checkbox"/> Sole Proprietorship |
| <input type="checkbox"/> Limited Partnership Corporation | <input type="checkbox"/> Limited Liability Partnership | <input type="checkbox"/> Limited Liability   |
| <input type="checkbox"/> Subchapter S Corporation        | <input type="checkbox"/> Other _____                   |  |

**Complete if the bidder/respondent is one of the 3 types of Corporations:**

Date Incorporated: \_\_\_\_\_ Where incorporated: \_\_\_\_\_

**Business Address:**

\_\_\_\_\_  
 \_\_\_\_\_  
 Street Address                      City                                      State                                      Zip

\_\_\_\_\_  
 Telephone #                                      Fax#                                      Email

Listed below are the names and addresses of all stockholders, partners or individuals who own 10% or more of its stock of any classes, or who own 10% or greater interest therein.

\_\_\_\_\_  
 Name                                      Home Address

\_\_\_\_\_  
 Name                                      Home Address

\_\_\_\_\_  
 Name                                      Home Address

CONTINUE ON ADDITIONAL SHEETS IF NECESSARY: Yes  No

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

Printed Name and Title: \_\_\_\_\_

Sworn and subscribed  
 before me this \_\_\_\_\_  
 day of \_\_\_\_\_ 20\_\_



**AMERICANS WITH DISABILITIES ACT**  
**Equal Opportunities for Individuals with Disabilities**

The Contractor and the Borough of Pine Hill do hereby agree that the provision of Title II of the Americans With Disabilities Act of 1990 (the "ADA") (42 U.S.C. Section 12101 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 thereunto, are made a part of this contract. In providing any aid, benefit or service on behalf of the Township pursuant to this contract, the Contractor agrees that the performance shall be in strict compliance with the ADA. In the event that the Contractor, its agents, servants, employees or subcontractors violate or are alleged to have violated the ADA during the performance of this contract, the Contractor shall defend the Borough in any action or administrative proceeding commenced pursuant to this ADA. The Contractor shall indemnify, protect and save harmless the Borough, its agents, servants and employees from and against any and all suits, claims, losses, demands or damages of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The Contractor shall, at its own expense, appear, defend and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the Borough grievance procedure, the Contractor agrees to abide by any decision of the Borough which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the Borough or if the Borough incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the Contractor shall satisfy and discharge the same at its own expense.

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

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

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

Name of Proposer: \_\_\_\_\_ Date: \_\_\_\_\_  
(Person, Firm or Corporation)

By: \_\_\_\_\_  
(NAME) (Title)

**DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

RFP Title: \_\_\_\_\_ Proposer: \_\_\_\_\_

**PART 1: CERTIFICATION**

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that the person or entity, or one of the person or entity's parents, subsidiaries, or affiliates, is not identified on a list created and maintained by the New Jersey Department of the Treasury as a person or entity engaging in investment activities in Iran. If the Department of Treasury finds person or entity to be in violation of the principles which are the subject of this law, action shall be taken 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. **Failure to complete the certification will render a respondent's proposal as non-responsive.**

**I certify, pursuant to Public Law 2012, c. 25, that the person or entity listed above, for which I am authorized to submit a proposal, nor any of the proposer's parents, subsidiaries, or affiliates (check each box if appropriate):**

\_\_\_\_\_ is not providing goods or services of \$20,000,000 or more in the energy sector of Iran, including a person or entities that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran, AND

\_\_\_\_\_ is not a financial institution that extends \$20,000,000 or more in credit to another person or entity, for 45 days or more, if that person or entity will use the credit to provide goods or services in the energy sector in Iran.

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

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

Where appropriate, provide a detailed, accurate and precise description of the activities of the proposer, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below. Please provide thorough answers to each question. Provide an attachment if you need to make additional entries.

Name: \_\_\_\_\_ Relationship to Proposer: \_\_\_\_\_

Description of Activities: \_\_\_\_\_

Duration of Engagement: \_\_\_\_\_ Anticipated Cessation Date: \_\_\_\_\_

Proposer Contact Name: \_\_\_\_\_ Contact Phone Number: \_\_\_\_\_

**PART 3: CERTIFICATION**

I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the Borough of Pine Hill is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the Borough to notify the Borough in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the Borough of Pine Hill and that the Borough at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): \_\_\_\_\_ Signature: \_\_\_\_\_

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

**PAY-TO-PLAY” LAW**

**CERTIFICATION BY A BUSINESS ENTITY OR INDIVIDUAL  
THAT HAS NOT MADE A CONTRIBUTION  
THAT WOULD BAR AWARD OF A CONTRACT FOR OVER \$17,500  
UNLESS AWARDED PURSUANT TO A “FAIR AND OPEN” PROCESS**

**(TO BE ATTACHED TO BID SPECIFICATIONS AND PROPOSALS FOR  
CONTRACTS HAVING ESTIMATED VALUE IN EXCESS OF \$17,500 UNLESS  
“FAIR AND OPEN” PROCESS IS FOLLOWED)**

\_\_\_\_\_  
(Name of Business Entity or Individual)

seeks to be awarded a contract by Pine Hill Borough and hereby certifies under penalty of perjury that such entity or individual has not made and will not make any contribution(s) that would bar the award of a contract pursuant to an act concerning campaign contributions by certain business entities seeking or holding a municipal contract (the New Jersey “Pay-to-Play Law”). This certification is made and submitted in fulfillment of the requirement of *N.J.S.A. 19:44A-20.8* of the Pay-to-Play Law which reads as follows:

Prior to awarding any contract, except a contract that is awarded pursuant to a fair and open process, a State agency in the Legislative Branch, a county or a municipality shall require the business entity to which the contract is to be awarded to provide a written certification that it has not made a contribution that would bar the award of a contract pursuant to this act.

Said business entity or individual has not made (and will not make) prior to January 1, 2013, and will not make during the term of the contract, reportable contributions (currently those in excess of \$300 per *N.J.S.A. 19:44A-8.d.* and *N.J.A.C. 19:25-10.2, et seq.*) to any municipal committee of a political party in Pine Hill Borough if a member of that political party is serving in an elective public office in Pine Hill Borough when the contract is awarded, or to any candidate committee of any person serving in an elective public office of Pine Hill Borough when the contract is awarded.

I hereby certify that all of the foregoing statements made by me are true; I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Dated:

\_\_\_\_\_  
Name:  
Title:  
Company: