

**BOROUGH OF HIGHLANDS 2025 REQUEST FOR PROPOSAL**  
**PROFESSIONAL SERVICES CONTRACTS TO BE AWARDED BY**  
**ESTABLISHED QUALIFICATION CRITERIA FOR**  
**MUNICIPAL PROSECUTOR**  
**PUBLIC DEFENDER**

Notice is hereby given that sealed proposals addressed to Michael Muscillo, Borough Administrator, will be received up to **November 26, 2024, at 11:00am prevailing local time** at which time they will be publicly opened and read by the Borough Administrator of the Borough of Highlands, at the Municipal Building, 151 Navesink Ave., Conference Room, Highlands, New Jersey 07732.

Proposal Forms, Instructions to Bidders, Specifications and other Bidding documents may be examined or obtained at the office of the Borough Purchasing Agent, during the regular business hours of 8:30 am to 4:30pm at the above address or may be reviewed and obtained on the Borough website. It is recommended that all Bidders who have downloaded recheck to ensure of any/all addenda issued.

Pursuant to N.J.S.A. 40A:11-23c, addenda may be issued for bids. It is the sole responsibility of the person submitting the bid to be knowledgeable of all addenda related to this procurement. If bidders obtain a Bid/RFP/RFQ from the website, it is the responsibility of the person submitting the bid to check prior to the bid opening to see if addenda have been issued. Copies of addenda or notice of sale will be made available on the Borough website [www.highlandsnj.gov](http://www.highlandsnj.gov)

The Borough of Highlands is soliciting proposals through a fair and open process in accordance with N.J.S.A. 19:44A-20.4 et seq., P.L. 2004, Chapter 19 (as amended by P.L. 2005, c.51), Highlands Borough is soliciting Requests for Proposal/Statements of Qualification for Bidders for professional service position appointments. Any Bidder which enters into a contract or agreement with the Borough of Highlands or any department or agency thereof shall file a disclosure statement identifying all reportable contributions to any Highlands Borough candidate for Mayor or Borough Council or officeholder of political committee required to be reported pursuant to N.J.S.A. 19:44A-1, et seq.

Responses to the above referenced professional attorney positions should address the general criteria and mandatory minimum criteria for each attorney position sought. All responses will be treated as confidential and reviewed only by the governing body, unless otherwise required by law. **The applicant/Bidder shall submit one (1) original with original signatures marked 'ORIGINAL' and should submit two (2) flash drives containing exact copy of the original.**

One (1) or more Public Defenders and one (1) Prosecutors will be awarded a one (1) year contract. Appointments shall be for the calendar year of 2025. Other factors considered.

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

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

Michael F. Muscillo, MPA  
Borough Administrator  
October 31, 2024

## 1. INTRODUCTION

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

## 2. ADMINISTRATIVE CONDITIONS AND REQUIREMENTS

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

### 2.1 Proposal Submission Information

#### **Submission Date and Time: November 26, 2024, at 11:00am prevailing local time**

The Bidder shall submit one (1) original with original signatures marked "ORIGINAL" and shall submit two (2) flash drives containing exact copy of the original in pdf format.

**Submission Office:** Borough of Highlands/RFP [Prosecutor/Defender]  
Borough Administrator  
151 Navesink Ave.  
Highlands, New Jersey 07732

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

### 2.2 Borough Representative for this Solicitation

Please direct all questions in writing to: Michael F. Muscillo  
Email: [mmuscillo@highlandsnj.gov](mailto:mmuscillo@highlandsnj.gov)

### 2.3 Interpretations and Addenda

Bidders are expected to examine the RFP/RFQ with care and observe all its requirements. All questions about the meaning or intent of this RFP/RFQ, all interpretations and clarifications considered necessary by the Borough's representative in response to such comments and questions will be issued by Addenda. Only comments and questions responded to by formal written Addenda will be binding. Questions may be emailed to [mmuscillo@highlandsnj.gov](mailto:mmuscillo@highlandsnj.gov). Oral interpretations, statements or clarifications are without legal effect. It is the sole responsibility of the person submitting the bid to be knowledgeable of all addenda related to this procurement. If bidders obtain a Bid/RFP/RFQ from the website, it is the responsibility of the person submitting the bid to check prior to the bid opening to see

if addenda have been issued. Copies of addenda or notice of same will be made available on the Borough website

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

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

#### **2.5 Cost Liability and Additional Costs**

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

#### **2.6 Statutory and Other Requirements**

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

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

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

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

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

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

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

An Ownership Disclosure Statement is required to be submitted with each bid. This mandatory form is provided as part of the bid documents.

FAILURE TO INCLUDE A COMPLETED OWNERSHIP DISCLOSURE STATEMENT WITH EACH BID **SHALL** RESULT IN THE REJECTION OF THE BID.

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

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

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

A New Jersey Business Registration Certificate is required pursuant to C57, PL2004; failure to be registered by time of contract award may be cause for rejection. Entities or individuals that need to file for a certificate may do

so on-line through the NJ Division of Local Government Services at the following link:

<http://www.state.nj.us/treasury/revenue/busregcert.shtml>.

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

Pursuant to N.J.S.A. 52:32-58, Offerors must certify that neither the Offeror, nor any of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32 – 56(e) (3)), is listed on the Department of the Treasury’s List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither is involved in any of the investment activities set forth in N.J.S.A. 52:32 – 56(f). The form is included as part of the bid documents.

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

Pursuant to N.J.S.A. 52:32-60.1, et seq. (L. 2022, c. 3) any person or entity that seeks to enter into or renew a contract with a State Agency for the provision of goods or services, or the purchase of bonds or other obligations, must complete a certification indicating whether or not the Vendor is identified on the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, available here: <https://sanctionssearch.ofac.treas.gov/>. If Highlands finds that a Vendor has made a certification in violation of the law, it shall take any 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. This form is included as part of the bid documents.

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

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

**j. Insurance and Indemnification**

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

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

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

Successful bidder will indemnify and hold harmless the Borough from all claims, suits or actions and damages or costs of every name and description to which the Borough may be subjected or put by reason of injury to the person

or property of another, or the property of the Borough, resulting from negligent acts or omissions on the part of the bidder, the bidder's agents, servants or sub-contractors in the delivery of materials and supplies, or in the performance of the work under this agreement.

### **Certificates of the Required Insurance**

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

### **Insurance/Background Checks**

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

### **Insurance Requirements**

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

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

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

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

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

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

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

#### **4. Professional Liability**

This insurance shall be maintained in force during the life of this contract by the bidder covering claims arising from errors and omissions/malpractice from its representation of the municipality with limits of not less than \$1,000,000.00 per occurrence. Per GFOA, level of malpractice insurance carried, including deductible amount to cover Errors & Omissions (E&O) improper judgments and negligence.

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

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

The Bidder shall:

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

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

**l. Proof of Licensure**

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

**m. Public Emergency**

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

**n. Multiple Proposals Not Accepted**

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

**o. Failure to Enter Contract**

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

**p. Commencement of Work**

The Bidder agrees to commence work on January 1, 2025.

**q. Termination of Contract**

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

The Bidder agrees to indemnify and hold the Borough harmless from any liability to sub-contractors/suppliers concerning payment for work performed or goods supplied arising out of the lawful termination of the Contract by the Borough under this provision. In case of default by the Bidder, the Borough may procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby.

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

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

**s. Challenge of Specifications**

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

**t. Payment**

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

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

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

1. Deliverables not complying with the project specification;
2. Claims filed or responsible evidence indicating probability of filing claims;
3. A reasonable doubt that the Contract can be completed for the balance then unpaid.

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

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

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

**v. Availability of Funds**

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

**w. Ownership of Material**

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

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

**x. Altering Official Document**

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

**y. W-9**

Successful Bidder shall complete W-9 Form and submit to Purchasing prior to contract award. The form is available at the following link: <http://www.irs.gov/pub/irs-pdf/fw9.pdf>

**z. Best Practices**

The awarded attorney(s) will adhere to the best practices described in the Office of the Comptroller’s Report on municipal legal services.

**aa. Conflict of Interest**

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

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

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

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**2.7 Representations**

The Vendor hereby represents as follows:

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



## **MUNICIPAL PROSECUTOR(S)**

### **SCOPE OF WORK**

Municipal Prosecutors shall provide all necessary and desirable legal counsel and advice requested for the prosecution of cases before the Municipal Court, in accordance with N.J.S.A. 2B:25-1 et seq. The Borough currently has Municipal Court sessions on first and third Tuesdays of each month. The Court's schedule is subject to change, and prosecutors may be asked to appear on other days or times for Court or meetings. The Borough of Highlands is seeking to appoint a chief prosecutor for the calendar year 2025, who will be the chief legal representative of the State of New Jersey and the Borough of Highlands in the prosecution of cases before the Municipal Court. The Chief Prosecutor's responsibilities shall include oversight of discovery requests for pending Municipal Court matters. Additionally, Highlands Borough desires to appoint two (2) or more municipal prosecutors for the calendar year 2025 to serve at the direction of the chief prosecutor.

### **MINIMUM QUALIFICATIONS**

Applicants must meet the minimum requirements required by State Law as set forth at N.J.S.A. 2B:25-1 et seq. The individual must also:

1. Be admitted to the practice of law for not less than seven (7) years preceding appointment;
2. Have relevant experience as a Municipal Prosecutor, or comparable experience in municipal court or New Jersey Superior Court, Criminal Division;
3. Possess relevant experience and familiarity with Highlands Borough and/or MONMOUTH County municipal court practices.

### **SUBMISSION**

Individuals applying shall provide evidence that all minimum qualifications are met.

The response to this Request for Proposals/Request for Qualifications (RFP/RFQ) shall also discuss and provide the following:

- A narrative description of prior experience similar to that being advertised, and a list of professional references.
- References and record of success. References should include:
  1. Name of Client
  2. Address of Client
  3. Contact Person's Name
  4. Contact Person's Title
  5. Telephone Number
  6. E-mail address
  7. Dates Worked
- Description of ability to provide the services in a timely fashion.

- Prosecutors will be paid on a per session basis, with the Chief Municipal Prosecutor receiving \$\_\_\_\_\_per year, and all other Municipal Prosecutors receiving \$\_\_\_\_\_ per session.
- A narrative statement of the professionals understanding of the Borough’s needs and goals.

**PROSECUTORS -**

The undersigned hereby declares that they have carefully examined the requirements of the specifications contained herein and propose that if awarded the bid, he/she agrees to the fee as outlined in the Scope of Work and will provide services as specified by the Specifications.

SIGNATURE: \_\_\_\_\_

NAME PRINTED: \_\_\_\_\_

FIRM: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

EMAIL: \_\_\_\_\_

DATE: \_\_\_\_\_

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

OFFICE LOCATION – Please list complete address of servicing location:

\_\_\_\_\_  
\_\_\_\_\_

## **PUBLIC DEFENDER(S)**

The Public Defender shall interview all indigent defendants qualifying for assistance and shall defend those qualified defendants in the Municipal Court of the Borough and provide such legal advice and counsel to such individuals as may be required in any proceedings before the Municipal Court of the Borough pursuant to N.J.S.A. 2B:24-1 et seq. The Borough currently schedules all defendants represented by a public defender for a session on the first Tuesday of the month at 3:00pm; however, the Municipal Public Defender and Alternate/Conflict Public Defender(s) may be required to attend Court on other days or times, as needed or as scheduled by the Highlands Municipal Court Administrator. The Borough of Highlands is seeking to appoint one (1) Public Defender for the calendar year 2025, and one (1) or more Alternate Public Defenders.

### **MINIMUM QUALIFICATIONS**

Applicants must meet the minimum requirements required by State Law as set forth at N.J.S.A. 2B:24-1 et seq., The individual also:

1. Must be licensed to practice law in the State of New Jersey for a period of not less than ten (10) years preceding appointment.
2. Must maintain a bona fide office in the State of New Jersey. Please list office address.
3. Must have relevant experience as a Municipal Public Defender, or comparable experience in municipal court or New Jersey Superior Court, Criminal Division.
4. Possess relevant experience and familiarity with Highlands Borough and/or MONMOUTH County municipal court practices.

### **SUBMISSION**

Individuals applying shall provide evidence that all minimum qualifications are met.

The response to this Request for Proposals/Request for Qualifications (RFP/RFQ) shall also discuss and provide the following:

- Resume including a narrative description of prior experience similar to that being advertised, and a list of professional references.
- References and record of success. References should include:
  1. Name of Client
  2. Address of Client
  3. Contact Person's Name
  4. Contact Person's Title
  5. Telephone Number
  6. E-mail address
  7. Dates Worked
- Description of ability to provide the services in a timely fashion.

- The Municipal Public Defender shall be paid \$200-500 per session. Conflict Municipal Public Defender(s) shall be paid at the Municipal Public Defender rate when substituting for the Municipal Public Defender. Conflict Municipal Defender(s) shall be paid at a rate of \$200.00 per defendant, not to exceed \$475.00 per session, where appointed to represent a defendant due to a conflict of the Municipal Public Defender.
- A narrative statement of the professionals understanding of the Borough’s needs and goals.

**PUBLIC DEFENDER -**

The undersigned hereby declares that they have carefully examined the requirements of the specifications contained herein and propose that if awarded the bid, he/she agrees to the fee as outlined in the Scope of Work will provide services as specified by the Specifications.

SIGNATURE: \_\_\_\_\_

NAME PRINTED: \_\_\_\_\_

FIRM: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

EMAIL: \_\_\_\_\_

DATE: \_\_\_\_\_

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

OFFICE LOCATION – Please list complete address of servicing location:

\_\_\_\_\_

\_\_\_\_\_

## **Proposal Requirements**

### **Qualification Statement and Proposal**

Respondents are requested to submit a Qualification Statement and Proposal for each category. The Qualification Statement and Proposal must contain all requirements of the RFP/RFQ and the following information.

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

### **Fee Schedule**

Fees per sessions are listed under each individual scope of services.

### **Evaluation, Review and Selection Process**

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

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

#### **Rejection of Proposals**

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

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

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

section must comply with the limitations on contributions approved in the Borough's Pay to Pay Ordinances.

### **Evaluation Process**

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

### **Evaluation Criteria**

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

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

**Note:** Price shall be based on hourly rates and schedules of fees submitted with the proposal. Any services not included as part of any resulting contract scope of services must be approved and authorized by the Borough before such work is initiated. The Borough shall pay for such approved services at the rate or cost agreed upon between the Borough and Bidder, provided the Bidder has provided a schedule of fees for additional services with this RFP/RFQ.

### **Award**

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 Bidder's submission.

Term of Contract: January 1, 2025 – December 31, 2025.

The Professional Services Committee will select the Bidder(s) deemed most advantageous to the Borough, price and other factors considered. The Professional Services Committee's selection is

subject to the Mayor's approval. Thereafter, the Mayor's recommendation shall be forwarded to the governing body for approval. Once approved by the governing body by resolution, the contract between the Borough and the selected Bidder(s) shall be prepared.

All awards are subject to availability of funds.

**Notice of Award**

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

**Payment**

Payment will be made after a properly executed Borough voucher has been received and formally approved on the voucher list by the Borough Council at its subsequent regular meeting. The voucher will be certified correct by the department/division head who received the goods or services.

**Open Public Records Act (OPRA)**

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

\*\*\*\*\*

## **DOCUMENT CHECKLIST FOR BID SUBMISSION**

Bidders must initial each item to verify inclusion of required documents.

### **FAILURE TO SUBMIT ANY OF THESE ITEMS WITH BID IS MANDATORY CAUSE FOR REJECTION:**

1. \_\_\_\_\_ Statement of Ownership Disclosure, N.J.S.A. 52:25-24.2
2. \_\_\_\_\_ If applicable, Acknowledgement of Addenda

### **THE FOLLOWING DOCUMENTS ARE REQUIRED TO BE SUBMITTED WITH EACH BID:**

These items have been requested as part of each bid submission, but failure to include these items shall not be grounds for rejection.

1. \_\_\_\_\_ Document Checklist
2. \_\_\_\_\_ Bid Proposal Form
3. \_\_\_\_\_ Non-Collusion Affidavit
4. \_\_\_\_\_ New Jersey Business Registration Certificate
5. \_\_\_\_\_ Disclosure of Investment Activities in Iran
6. \_\_\_\_\_ Certification of Non-Involvement in Prohibited Activities in Russia or Belarus
7. \_\_\_\_\_ Federal Non-Debarment Certification
8. \_\_\_\_\_ EEO/ Affirmative Action Compliance

The undersigned hereby acknowledges and has submitted the above-listed requirements and has reviewed the entire bid package.

Name of Bidder: \_\_\_\_\_

Authorized Representative: \_\_\_\_\_

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

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



**Borough of Highlands  
BID PROPOSAL FORM**

**Proposed:** \_\_\_\_\_  
(Description of goods/services being bid)

**Bidder/Company** \_\_\_\_\_

**Address:** \_\_\_\_\_  
\_\_\_\_\_

**Contact Person** \_\_\_\_\_

**Email** \_\_\_\_\_

**Phone** \_\_\_\_\_

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

\_\_\_\_\_  
**(Amount in words)**

\_\_\_\_\_  
**(Amount in numbers)**

**WE ACKNOWLEDGE THE RECEIPT OF THE FOLLOWING ADDENDA:**

**No addenda were received.**

<u>Addendum Number</u>	<u>Date</u>	<u>Initial</u>
# _____	_____	_____
# _____	_____	_____

\_\_\_\_\_  
Signature of Authorized Agent

\_\_\_\_\_  
Attest

\_\_\_\_\_  
Print Name & Title of Authorized Agent

\_\_\_\_\_  
Print Name & Title of Attest

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**COST DETAILS/SIGNATURE PAGE**

**SPECIALTY** \_\_\_\_\_

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

Please use additional sheet(s) if necessary.

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

TOTAL COST, where appropriate, total cost "not to exceed" amount

\$\_\_\_\_\_ In words:\_\_\_\_\_

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

***Contract will be awarded by price and other factors considered.***

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

SIGNATURE: \_\_\_\_\_

NAME PRINTED: \_\_\_\_\_

FIRM: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

EMAIL: \_\_\_\_\_

DATE: \_\_\_\_\_

**FEE PROPOSAL TO PROVIDE THE SERVICES OUTLINED ABOVE**

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

**OFFICE LOCATION – Please list complete address of servicing location:**

\_\_\_\_\_  
\_\_\_\_\_

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

**STATEMENT OF OWNERSHIP DISCLOSURE**

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

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

**Name of Organization:** \_\_\_\_\_

**Organization Address:** \_\_\_\_\_

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

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

**Part II**

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

**OR**

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

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

Name of Individual or Business Entity	Address

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

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

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

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above.** The disclosure shall be continued until names and addresses of every non-corporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Address

**Part IV Certification**

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

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

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

**NON-COLLUSION AFFIDAVIT**

State of New Jersey County of \_\_\_\_\_ ss:

I \_\_\_\_\_ residing in \_\_\_\_\_ in the County of  
(name of affiant) (name of municipality)

\_\_\_\_\_ and State of \_\_\_\_\_ of full age, being duly sworn according to law on my  
oath depose and say that:

I am \_\_\_\_\_ of the firm of \_\_\_\_\_, the bidder making  
this (title or position) (name of firm)

Proposal for the bid proposal entitled \_\_\_\_\_, and that I executed the said Proposal with  
(title of bid proposal)

full authority to do so that said bidder had not, directly or indirectly entered into any agreement(s), participated in  
any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above  
named project; and that all statements contained in said Proposal and in this affidavit are true and correct, and made  
with full knowledge that the \_\_\_\_\_ relies upon the truth of the statements contained  
(name of contracting unit)  
in said Proposal and 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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Type or print name of affiant under signature

Subscribed and sworn to before me this \_\_\_\_\_ day of  
\_\_\_\_\_, 20\_\_\_\_\_  
\_\_\_\_\_.

\_\_\_\_\_  
Notary Public Signature

My Commission expires \_\_\_\_\_ 20\_\_\_\_\_.

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

**BUSINESS REGISTRATION OF PUBLIC BIDDERS**

**BUSINESS REGISTRATION CERTIFICATE**

The New Jersey State Bidder Business Registration Program to local government contracts requires any "Business Organization" (meaning individual, partnership, association, joint stock company, trust, corporation, or other legal business entity or successor thereof) to submit a copy of their Business Registration Certificate when submitting a bid or proposal OR prior to award.

**FAILURE TO DO SO IS A FATAL DEFECT THAT CANNOT BE CURED**

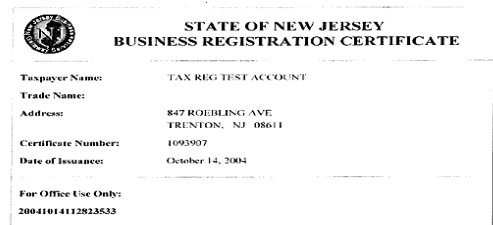
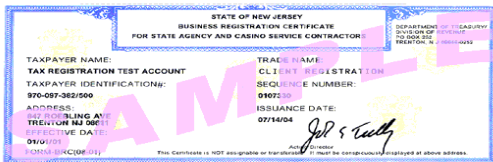
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**GOODS AND SERVICES CONTRACTS**

N.J.S.A. 52:32-44 imposes the following requirements on Bidders and all subcontractors that knowingly provide goods or perform services for a Bidder fulfilling this contract:

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

A Bidder, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements are available by calling (609) 292-9292.



SAMPLE OF BUSINESS  
REGISTRATION CERTIFICATE  
(original and downloaded  
version)

EITHER OF THE CERTIFICATES TO  
THE LEFT IS ACCEPTABLE AND  
RESPONSIVE

## Disclosure of Investment Activities in Iran

Person or Entity

### Part 1: Certification

#### COMPLETE PART 1 BY CHECKING EITHER BOX.

Pursuant to Public Law 2012, c. 25, any person or entity that is a successful bidder or proposer, 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 parent entity, subsidiary, or affiliate is identified on the State Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The list is found on Treasury's website at [www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf](http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf).

The Chapter 25 list must be reviewed prior to completing the below certification. If a vendor or contractor is found to be in violation of law, action may be taken as appropriate and as may 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.



*I certify, pursuant to Public Law 2012, c. 25, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate thereof 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 person or entity and/or a parent entity, subsidiary, or affiliate thereof is listed on the N.J. Department of the Treasury's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below sign and complete the Certification below.*



## Part 2: Additional Information

PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN.

You must provide a detailed, accurate and precise description of the activities of the person or entity, or a parent entity, subsidiary, or affiliate thereof engaging in investment activities in Iran below and, if more space is needed, on additional sheets provided by you.

## Part 3: Certification of True and Complete Information

*I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments there 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 **Name of Contracting Unit** 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 **Reference to Contracting Unit** to notify the **Reference to Contracting Unit** 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 **Name of Contracting Unit** and that the **Reference to Contracting Unit** at its option may declare any contract(s) resulting from this certification void and unenforceable.*

<b>Full Name (Print)</b>		<b>Title</b>	
<b>Signature</b>		<b>Date</b>	



# CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS

Pursuant to N.J.S.A. 52:32-60.1, et seq. ([L. 2022, c. 3](#)) any person or entity (hereinafter “Vendor<sup>i</sup>”) that seeks to enter into or renew a contract with a State agency for the provision of goods or services, or the purchase of bonds or other obligations, must complete the certification below indicating whether or not the Vendor is identified on the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, available here: <https://sanctionssearch.ofac.treas.gov/>. If the Department of the Treasury finds that a Vendor has made a certification in violation of the law, it shall take any 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.

I, the undersigned, certify that I have read the definition of “Vendor” below, and have reviewed the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, and having done so certify:

*(Check the Circle the Appropriate letter)*

A. That the Vendor is not identified on the [OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus](#).

OR

B. That I am unable to certify as to “A” above, because the Vendor is identified on the [OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus](#).

OR

C. That I am unable to certify as to “A” above, because the Vendor is identified on the [OFAC Specially Designated Nationals and Blocked Persons list](#). However, the Vendor is engaged in activity related to Russia and/or Belarus consistent with federal law, regulation, license or exemption. A detailed description of how the Vendor’s activity related to Russia and/or Belarus is consistent with federal law is set forth below.

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*(Attach Additional Sheets If Necessary.)*

Signature of Vendor’s Authorized Representative	Date
Print Name and Title of Vendor’s Authorized Representative	Vendor’s FEIN
Vendor’s Name	Vendor’s Phone Number
Vendor’s Address (Street Address)	Vendor’s Fax Number
Vendor’s Address (City/State/Zip Code)	Vendor’s Email Address

<sup>i</sup> Vendor means: (1) A natural person, corporation, company, limited partnership, limited liability partnership, limited liability company, business association, sole proprietorship, joint venture, partnership, society, trust, or any other nongovernmental entity, organization, or group; (2) Any governmental entity or instrumentality of a government, including a multilateral development institution, as defined in Section 1701(c)(3) of the International Financial Institutions Act, 22 U.S.C. 262r(c)(3); or (3) Any parent, successor, subunit, direct or indirect subsidiary, or any entity under common ownership or control with, any entity described in paragraph (1) or (2).



<b>OR</b>	
<input type="checkbox"/>	No one stockholder in the corporation owns more than 50 percent of its voting stock, or no partner in the partnership owns more than 50 percent interest therein, or no member in the limited liability company owns more than 50 percent interest therein, as the case may be.

**Section B (Skip if no Business entity is listed in Section A above)**

<input type="checkbox"/>	Below is the name and address of the stockholder in the corporation who owns more than 50 percent of the voting stock of the organization's parent entity, or of the partner in the partnership who owns more than 50 percent interest in the organization's parent entity, or of the member of the limited liability company owning more than 50 percent interest in organization's parent entity, as the case may be.
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<b>Stockholder/Partner/Member Owning Greater Than 50 Percent of Parent Entity</b>	
-------------------------------------------------------------------------------------------	--

<b>Physical Address</b>	
-------------------------	--

**OR**

<input type="checkbox"/>	No one stockholder in the parent entity corporation owns more than 50 percent of its voting stock, no partner in the parent entity partnership owns more than 50 percent interest therein, or no member in the parent entity limited liability company owns more than 50 percent interest therein, as the case may be.
--------------------------	------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

**Section C – Part III Certification**

I hereby certify that no individual or organization that is debarred by the federal government from contracting with a federal agency owns greater than 50 percent of the **Organization listed above in Part I** or, if applicable, owns greater than 50 percent of a parent entity Princeton. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that Princeton is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award by the municipality to notify the municipality 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 municipality, permitting the municipality to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):		Title:	
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Signature:		Date:	
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**Part IV – CERTIFICATION OF NON-DEBARMENT: Contractor – Controlled Entities**

**Section A**

<input type="checkbox"/>	Below is the name and address of the corporation(s) in which the <b>Organization listed in Part I</b> owns more than 50 percent of voting stock, or of the partnership(s) in which the <b>Organization listed in Part I</b> owns more than 50 percent interest therein, or of the limited liability company or companies in which the <b>Organization listed above in Part I</b> owns more than 50 percent interest therein, as the case may be.
--------------------------	--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

Name of Business Entity		Physical Address	
OR			
<input type="checkbox"/>		The <b>Organization listed above in Part I</b> does not own greater than 50 percent of the voting stock in any corporation and does not own greater than 50 percent interest in any partnership or any limited liability company.	
<b>Section B (skip if no business entities are listed in Section A of Part IV)</b>			
<input type="checkbox"/>		Below are the names and addresses of any entities in which an entity listed in Part III A owns greater than 50 percent of the voting stock (corporation) or owns greater than 50 percent interest (partnership or limited liability company).	
Name of Business Entity Controlled by Entity Listed in Section A of Part IV		Physical Address	
OR			
<input type="checkbox"/>		No entity listed in Part III A owns greater than 50 percent of the voting stock in any corporation or owns greater than 50 percent interest in any partnership or limited liability company.	
<b>Section C – Part IV Certification</b>			
<p>I hereby certify that the <b>Organization listed above in Part I</b> does not own greater than 50 percent of any entity that that is debarred by the federal government from contracting with a federal agency and, if applicable, does not own greater than 50 percent of any entity that in turns owns greater than 50 percent of any entity debarred by the federal government from contracting with a federal agency. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that Princeton is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award by the municipality to notify the municipality 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 municipality, permitting the municipality to declare any contract(s) resulting from this certification void and unenforceable.</p>			
Full Name (Print):		Title:	
Signature:		Date:	

**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 et seq.**

**GOODS, GENERAL SERVICES, AND PROFESSIONAL SERVICES CONTRACTS**

During the performance of this contract, the contractor agrees as follows:

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

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

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to

age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

1. Letter of Federal Affirmative Action Plan Approval;
2. Certificate of Employee Information Report; or
3. Employee Information Report Form AA-302 (electronically provided by the Division and distributed to the public agency through the Division's website at [www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance)).

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

#### **EXECUTIVE ORDER NO. 151 REQUIREMENTS**

It is the policy of the Division of Purchase and Property that its contracts should create a workforce that reflects the diversity of the State of New Jersey. Therefore, contractors engaged by the Division of Purchase and Property to perform under a construction contract shall put forth a good faith effort to engage in recruitment and employment practices that further the goal of fostering equal opportunities to minorities and women.

The contractor must demonstrate to the Division of Purchase and Property's satisfaction that a good faith effort was made to ensure that minorities and women have been afforded equal opportunity to gain employment under the Division of Purchase and Property's contract with the contractor. Payment may be withheld from a contractor's contract for failure to comply with these provisions.

Evidence of a "good faith effort" includes, but is not limited to:

The Contractor shall recruit prospective employees through the State Job bank website, managed by the Department of Labor and Workforce Development, available online at <http://NJ.gov/JobCentralNJ>;

The Contractor shall keep specific records of its efforts, including records of all individuals interviewed and hired, including the specific numbers of minorities and women;

The Contractor shall actively solicit and shall provide the Division of Purchase and Property with proof of solicitations for employment, including but not limited to advertisements in general circulation media, professional service publications and electronic media; and

The Contractor shall provide evidence of efforts described at 2 above to the Division of Purchase and Property no less frequently than once every 12 months.

The Contractor shall comply with the requirements set forth at N.J.A.C. 17:27.

This language is in addition to and does not replace good faith efforts requirements for construction contracts required by N.J.A.C. 17:27-3.6, 3.7 and 3.8, also known as Exhibit B.

**AMERICANS WITH DISABILITIES ACT OF 1990**  
**Equal Opportunity for Individuals with Disability**

The contractor and the Borough of Highlands of Highlands, NJ, (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 shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

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



**REQUIRED EVIDENCE AFFIRMATIVE ACTION REGULATIONS**

N.J.S.A. 10:5-31 and N.J.A.C. 17:27

**GOODS AND SERVICES CONTRACT**  
**(INCLUDING PROFESSIONAL SERVICES)**

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

The successful bidder 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;

1. A photocopy of a valid letter from the U.S. Department of Labor that the Bidder has an existing federally-approved or sanctioned Affirmative Action Plan (good for one year from the date of the letter).  
OR
2. A photocopy of approved Certificate of Employee Information Report issued in accordance with N.J.A.C. 17:27-4;  
OR
3. An Employee information Report (Form AA302) completed with a copy to the N.J. Department of the Treasury with the appropriate fee.

**NO FIRM MAY BE ISSUED A CONTRACT UNLESS IT COMPLIES WITH THE AFFIRMATIVE ACTION REGULATIONS OF N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1.**

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The following questions must be answered by all bidders:

1. Do you have a federally-approved or sanctioned Affirmative Action Program?  
YES \_\_\_\_\_ NO \_\_\_\_\_  
If yes, please submit a copy of such approval.
2. Do you have a Certificate of Employee Information Report Approval?  
YES \_\_\_\_\_ NO \_\_\_\_\_  
If yes, please submit a copy of such approval.

The undersigned Bidder certifies that he is aware of the commitment to comply with the requirements of P.L.1975, c.127 and agrees to furnish the required documentation pursuant to the law.

COMPANY: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

**Note: A professional's bid must be rejected as non-responsive if a Bidder fails to comply with requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27, within the time frame.**

**REFERENCES: Please provide a list of three (3) clients for whom similar services have been provided.**

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

Address: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

Dates Worked & Services Provided: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

Address: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

Dates Worked & Services Provided: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

Address: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

Dates Worked & Services Provided: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_