BOROUGH OF HIGHLANDS
COUNTY OF MONMOUTH
STATE OF NEW JERSEY

REQUEST FOR PROPOSAL & QUALIFICATIONS FOR
BOROUGH AUDITOR

Sealed proposals will be received by the Borough Administrator of the Borough of Highlands, New Jersey and opened and read in public in the Municipal Office at 151 Navesink Ave., Highlands, New Jersey 07732, on **December 1, 2026, at 11:00am prevailing local time**. Request for Proposal/Qualifications from Auditing Firms interested in serving as Borough Auditor to the Borough of Highlands for the period January 1, 2027 through December 31, 2027 for the Calendar Year 2027.

Successful applicants will be required to comply with requirements of N.J.S.A. 30:5-33, et seq. (N.J.A.C. 37:27), Equal Employment Opportunity, N.J.S.A. 52:32-44, et. seq., New Jersey Business Registration, N.J.S.A. 10:5-31Affirmative Action.

All Addenda will be posted on the website **www.highlandsnj.gov**. Therefore, all interested respondents should check the website from now through the date due. It is the sole responsibility of the respondent to be knowledgeable of all addenda related to the procurement.

Respondents shall comply with the said requirements.

The Borough of Highlands reserves the right to reject any and or all proposals if it is deemed to be in the best interest of the Borough of Highlands to do so. The Borough of Highlands also reserves the right to conduct interviews of any and or all applicants, as it deems necessary.

By order of the Mayor and Council of the Borough of Highlands.

Steven Winters
Borough Administrator
November 10, 2026

INTRODUCTION

Pursuant to the Fair and Open Process established by N.J.S.A. 39:44A-3, et. Seq., the Borough seeks Requests for Proposal ("RFP") from AUDITING firms licensed to practice in the State of New Jersey that wish to serve as Borough AUDITOR for the Borough of Highlands. The successful firm must have significant experience in representing New Jersey public entities in the capacity as a municipal auditor. The successful auditing firm will provide the following services: The Borough Auditor must be a firm in the State of New Jersey and shall provide all necessary and desirable auditing services and advice requested by the Borough. Including, but not limited to the Municipal Audit, AFS, Debt Statement and assistance with budget preparations, as well as having a strong background in Hurricane Sandy Storm municipal programs/issues.

1. Hourly rate of Auditor and Associates and any other charges for services.
2. Break down of billing method.
3. Total Cost of Audit

PROFESSIONAL INFORMATION AND QUALIFICATIONS

Each interested Auditor shall submit the following information:

1. Name of auditor and auditing firm in which auditor is associated;
2. Address of principal place of business and all auditor's offices and corresponding telephone and fax numbers.
3. Areas of Practice;
4. Description of auditor's education, experience, qualifications, number of years with the current firm and a descriptive narrative of their experience with projects similar to those required herein;
5. Experience related to representation of Municipalities and other public entities;
6. At least three (3) references, of which must have knowledge of your representation of a public entity;
7. Examples of your record of auditing municipalities;
8. The auditor's ability to provide the services in a timely fashion and availability for appearances on behalf of the Borough (including staffing, familiarity and location of key staff);
9. Any other information which the interested auditor deems relevant;
10. A copy of your New Jersey Business Registration Certificate;
11. A completed Non-Collusion form (attached).
12. A completed Affirmative Action form (attached)
13. A completed Americans with Disabilities form (attached)

SELECTION CRITERIA

The selection criteria used in awarding a contract or agreement for professional services as described herein shall include:

1. Qualifications of the individual who will perform the tasks and the amounts of their respective participation;
2. Experience and references;
3. Ability to perform the task in a timely fashion and availability for appearances on behalf of the Borough, including staffing and familiarity with the subject matter; and
4. Cost effectiveness.

SUBMISSION REQUIREMENTS

Responses to this RFP must be delivered in a sealed envelope bearing the title and received no later than **December 1, 2026, at 11:00am prevailing local time** to:

Borough Administrator, RFP Auditor
Borough of Highlands
151 Navesink Ave.
Highlands, New Jersey 07732

INSTRUCTIONS TO VENDORS AND STATUTORY REQUIREMENTS

SUBMISSION OF RFP's / PROPOSALS

1. Sealed proposals shall be received by the contracting unit, hereinafter referred to as "Borough," in accordance with public advertisement as required by law, with a copy of the notice being attached hereto and made a part of the Scope of Services.
2. Sealed proposals will be received by the location at the time and location as stated in the Notice to Vendors.
3. **The proposal(s) shall be submitted in a sealed envelope: (1) addressed to the Borough Administrator, (2) bearing the name and address of the Vendor written on the face of the envelope, and (3) clearly marked "SEALED RFP" with the contract title, "Borough Auditor RFP 2027". There shall be one (1) signed original, and (1) flash drive with copy of the proposal submitted.**
4. It is the Vendor's responsibility that proposals are presented to the Borough at the time and at the place designated. RFP's may be hand delivered or mailed; however, the Borough disclaims any responsibility for RFP's forwarded by regular or overnight mail. If the proposal is sent by express mail service, the designation in sub-section 3, above, must also appear on the outside of the express mail envelope. Proposals received after the designated time and date will be returned unopened.
5. Sealed RFP's forwarded to the Borough before the time of opening of RFP's may be withdrawn upon written application of the Vendor who shall be required to produce evidence showing that the individual is or represents the principal or principals involved in the proposal. Once RFP's have been opened, they shall remain firm for a period of sixty (60) calendar days.
6. The entire proposal section of the RFP package is to be returned completed. All RFP's must be made upon the proposal forms attached hereto and should give the unit price in figures and the total price for the work, both in words and in figures, and must be signed and acknowledged by the Vendor, in accordance with the directions in the Proposal. All prices and amounts must be written in ink or preferably machine-printed on the forms provided only. Proposals containing any conditions, omissions, unexplained erasures or alterations, items not called for in the proposal form, attachment of additive information not required by the Scope of Services, or irregularities of any kind, may be rejected by the Borough. Any changes, whiteouts, strikeouts, etc. in the RFP's proposal must be initialed in ink by the person signing the proposal.
7. Each proposal form must give the full business address**,** business phone, fax, e-mail if available, the contact person of the Vendor, and be signed by an authorized representative as follows:

- Proposals by partnerships must furnish the full name of all partners and must be signed in the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing.
- Proposals by corporations must be signed in the legal name of the corporation, followed by the name of the State in which incorporated and must contain the signature and designation of the president, secretary or other person authorized to bind the corporation in the matter.
- Proposals by sole-proprietorship shall be signed by the proprietor.
- When requested, satisfactory evidence of the authority of the officer signing shall be furnished.

8. Vendor should be aware of the following statutes that represent "Truth in Contracting" laws:
   - N.J.S.A. 2C:21-34, et seq. governs false claims and representations by Vendors. It is a serious crime for the Vendor to knowingly submit a false claim and/or knowingly make material misrepresentation.
   - N.J.S.A. 2C:27-10 provides that a person commits a crime if said person offers a benefit to a public servant for an official act performed or to be performed by a public servant, which is a violation of official duty.
   - N.J.S.A. 2C:27-11 provides that a Vendor commits a crime if said person, directly or indirectly, confers or agrees to confer any benefit not allowed by law to a public servant.
   - Vendor should consult the statutes or independent legal counsel for further information.

INTERPRETATION AND ADDENDA

1. The Vendor understands and agrees that its proposal is submitted on the basis of the RFP's prepared by the Borough. The Vendor accepts the obligation to become familiar with the Scope of Services.

2. Vendors are expected to examine the Scope of Services and related proposal documents with care and observe all their requirements. Ambiguities, errors or omissions noted by Vendors should be promptly reported in writing to the appropriate official. Any prospective Vendor who wishes to challenge a proposal's Scope of Services shall file such challenges in writing with the contracting agent no less than three (3) business days prior to the opening of the proposals. Challenges filed after that time shall be considered void and having no impact on the contracting unit or the award of a contract pursuant to N.J.S.A. 40A:11-13. In the event the Vendor fails to notify the Borough of such ambiguities, errors or omissions, the Vendor shall be bound by the requirements of the Scope of Services and the Vendor's submitted proposal.

3. No oral interpretation and or clarification of the meaning of the Scope of Services will be made to any Vendor. Such request shall be in writing, addressed to the Borough's finance department. In order to be given consideration, a written request must be received at least seven (7) business days prior to the date fixed for the opening of the proposal for goods and services.

All interpretations, clarifications and any supplemental instructions will be in the form of written addenda to the RFP's, and will be distributed to all prospective Vendors via the Borough's website (www.highlandsnj.gov). All addenda so issued shall become part of the RFP and proposal documents and shall be acknowledged by the Vendor in the proposal. The Borough's interpretations or corrections thereof shall be final.

When issuing addenda, the Borough shall provide required notice prior to the official receipt of proposals to any person who has submitted a proposal or who has received a proposal package pursuant to N.J.S.A. 40A:11-23c.1.

4. Discrepancies in Proposals
   - If the amount shown in words and its equivalent in figures do not agree, the written words shall be binding. Ditto marks are not considered writing or printing and shall not be used.
   - In the event that there is a discrepancy between the unit prices and the extended totals, the unit prices shall prevail. In the event there is an error of the summation of the extended totals, the computation by the Borough of the extended totals shall govern.

PRICING INFORMATION FOR PREPARATION OF PROPOSALS

1. The Borough is exempt from any local, state or federal sales, use or excise tax.

2. The prices shall remain firm for the contract period(s). The prices shall include the delivery and furnishing of all materials, travel time, travel expenses, and the performance of all labor and services necessary for proper completion of the work, except such as may be otherwise expressly provided in the Contract Documents.

3. Vendor shall be responsible for obtaining any applicable permits or licenses from any government entity that has jurisdiction to require the same. All proposals submitted shall have included this cost.

4. Vendors shall insert prices for furnishing goods and services required by the Scope of Services. Prices shall be net, including any charges for shipping, handling, copying, compiling, packing, etc. All transportation charges shall be fully prepaid by the Vendor. The Borough shall not be responsible for delivery costs or travel costs of any type.

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 30th of each year covering contracts and contributions for the prior calendar year.

(3) At a minimum, a list of all business entities that file an annual disclosure report will be listed on ELEC's website at www.elec.state.nj.us.

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

Insurance/Background Checks

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

Insurance Requirements

The Bidder shall maintain during the life of the contract, insurance policies of the type and with the minimum limits indicated below and, in a form, satisfactory to the 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, 2027.

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 and voucher 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 Auditor(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 Auditor(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)

_____

_____

_____

METHOD OF CONTRACT 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, 2027 – December 31, 2027.

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.

CAUSES FOR REJECTING RFP's /PROPOSALS
Proposals may be rejected for any of the following reasons:

1. All proposals pursuant to N.J.S.A. 40A:11-13.2;

2. If more than one (1) proposal is received from an individual, firm or partnership, corporation or association under the same name;

3. Multiple proposals from an agent representing competing Vendors;

4. The proposal is inappropriately unbalanced;

5. The Vendor is determined to possess, pursuant to N.J.S.A. 40A:11-4b, Prior Negative Experience; or,

6. If the successful Vendor fails to enter into a contract within seven (7) days, Sundays and holidays

excepted, or as otherwise agreed upon by the parties to the contract.

7. If the mandatory forms are not received within the RFP Packet.

ACQUISITION, MERGER, SALE AND/OR TRANSFER OF BUSINESS, ETC.

1. It is understood by all parties that if, during the life of the contract, the Vendor disposes of his/her business concern by acquisition, merger, sale and or/transfer or by any means convey his/her interest(s) to another party, all obligations are transferred to that new party. In this event, the new owner(s) will be required to submit all documentation/legal instruments that were required in the original proposal/contract. Any change must be approved by the Borough.

2. The Vendor will not assign any interest in the contract and shall not transfer any interest in the same without the prior written consent of the Borough.

3. The Borough may terminate the contract for convenience by providing 30 calendar days advance written notice to the Vendor.

4. If the successful Vendor and/or any of its employees and/or agents are required to be licensed and/or registered in order to perform the services which are the subject of this or any agreement thereof, then the agreement shall be terminated in the event that the appropriate governmental entity with jurisdiction has instituted an action to have the vendor's license and/or registration suspended or revoked, or in the event that such entity has revoked or suspended said license or denied such registration. Notice of termination pursuant to this subparagraph shall be effective immediately upon the giving of said notice.

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.