The City of Brigantine is soliciting proposals through the competitive contracting process in accordance with N.J.S.A. 40A:11-1 et seq.

Sealed bids will be received by the City of Brigantine on March 26, 2019 at 11:00 AM in the Office of the City Clerk, 1417 W. Brigantine Avenue, Brigantine, New Jersey 08203 at which time and place responses will be opened for:

COMPUTER & NETWORK MAINTENANCE

Bid responses must be made on the standard proposal forms, be enclosed in a sealed package bearing the name and address of the bidder and “Computer & Network Maintenance” on the outside and addressed to City of Brigantine Clerk at the address above.

Specifications and instructions to bidders may be obtained at the City Clerk’s Office or through the City website at www.BB-NJ.org

Any RFP Addenda will also be issued on the City website and processed in accordance with N.J.S.A. 40A:11-23(c)(1). All interested bidders should check the website from now through bid opening. It is the sole responsibility of the respondent to be knowledgeable of all addenda related to this procurement.

Respondents are required to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17-27 et seq.

Dennis Krause, RPPO, QPA
Purchasing Agent – City of Brigantine
1. Introduction

The City of Brigantine is soliciting proposals through the competitive contract process in accordance with N.J.S.A. 40A:11-4.1 et seq. and N.J.A.C. 5:34-4.1 et seq. to solicit proposals for computer & network maintenance for support of Brigantine’s current computer Networks, Applications, Infrastructure, Phones, Web and related systems.

Firms responding to this Request for Proposals shall have extensive experience and a knowledgeable background and qualifications in the provision of the services described herein.

2. Administrative Conditions and Requirements

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

2.1 Schedule

The dates established for respondent proposals, proposal review, contractor selection and project initiation are:

1. Release of RFP March 4, 2019
2. Proposal Due Date March 26, 2019 at 11:00 A.M.
3. Evaluation Completed April 2, 2019
4. Governing Body Action April 3, 2019 (Regular Meeting)
5. Contract Commences April 4, 2019

2.2 Proposal Submission Information

Submission Date and Time:
March 26, 2019 at 11:00 A.M.

One (1) Original signed in ink & Two (2) copies and One (1) copy on CD or USB Flash Drive .pdf format of the RFP response. The owner is storing all responses electronically; therefore, submit all pages of the RFP response on a CD or USB Flash Drive in addition to the printed two (2) copies.

Three (3) ring binders or elaborate binding is unnecessary.

Clearly mark the submittal package with the title of this RFP and the name of the responding firm, addressed to the City Clerk. The original proposal shall be signed in ink and marked to distinguish it from the other two (2) copies. Faxed or emailed proposals will NOT be accepted.

Only those RFP responses received prior to or on the submission date and time will be considered. Responses delivered before the submission date and time specified above may be withdrawn upon written application of the respondent who shall be required to produce evidence showing that the individual is or represents the principal or principals involved in the proposal. After the submission date and time specified above, responses must remain firm for a period of sixty (60) days.
2.3 Using Department Information

James Bennett
City Manager
Email: jbennett@brigantinebeachnj.com

2.4 City Representative for this Solicitation

Please direct all questions in writing to:
Lynn Sweeney
City Clerk
Voice: 609-266-7600
Fax: 609-266-6448
Email: lsweeney@brigantinebeachnj.com

Questions by prospective respondents concerning this RFP may be addressed to Lynn Sweeney, City Clerk for the City of Brigantine in writing via fax at 609-266-6448 or by email: lsweeney@brigantinebeachnj.com. Please note the aforementioned contact is authorized only to direct the attention of prospective respondents to various portions of the requirements so that they may read and interpret each portion for themselves. **NO** employee of the City of Brigantine is authorized to give interpretations of any portion of this RFP or to give information as to the requirements for the RFP in addition to that already contained in the RFP unless as a formal addenda.

Interpretations of the RFP or additional information as to its requirements, when necessary, shall be communicated to prospective respondents **only** by written addendum issued by the Purchasing Agent of the City of Brigantine.

Please identify the contract name, number and note Request for Information as the subject line when submitting a request by fax or email.

2.5 Interpretations and Addenda

Respondents are expected to examine the RFP with care and observe all its requirements. All questions about the meaning or intent of this RFP, all interpretations and clarifications considered necessary by the owner's representative in response to such comments and questions will be issued by Addenda mailed or delivered to all parties recorded as having received the RFP package. Only comments and questions responded to by formal written Addenda will be binding. Oral interpretations, statements or clarifications are without legal effect.

2.6 Quantities of Estimate

Wherever the estimated quantities of work to be done are shown in any section of this RFP, including the Proposal Cost Form, they are given for use in comparing proposals. The owner especially reserves the right (except as herein otherwise specifically limited) to increase or diminish the quantities as may be deemed reasonably necessary or desirable by the owner to complete the work detailed by the contract. Such increase or diminution shall in no way violate this contract, nor shall any such increase or diminution give cause for claims or liability for damages.

2.7 Cost Liability and Additional Costs

The owner assumes no responsibility and liability for costs incurred by the respondents prior to the issuance of an agreement. The liability of the owner shall be limited to the terms and conditions of the contract.

Respondents will assume responsibility for all costs not stated in their proposals. All unit rates either stated in the proposal or used as a basis for its pricing are required to be all-inclusive. Additional charges, unless incurred for additional work performed by request of the owner as noted in 2.6, are not to be billed and will not be paid.
2.8 Statutory and Other Requirements

2.8.1 Compliance with Laws

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


No firm may be issued a contract unless it complies with the affirmative action provisions of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1 et seq. as administered by the Division of Purchase & Property Contract Compliance and Audit Unit (Division) and provided below. The contract will include the language included as attachment A in this specification.

1. Goods, Professional Services and Service Contracts Each 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:

i. A Letter of Federal Approval indicating that the vendor is under an existing federally approved or sanctioned affirmative action program. A copy of the letter must be provided by the vendor to the Public Agency and Division. This approval letter is valid for one year from the date of issuance.

ii. A Certificate of Employee Information Report (hereafter “Certificate”), issued in accordance with N.J.A.C. 17:27 et seq. The vendor must provide a copy of the Certificate to the Public Agency as evidence of its compliance with the regulations. The Certificate represents the review and approval of the vendor’s Employee Information Report, Form AA-302 by the Division.

iii. The successful respondent shall complete an Initial Employee Report, Form AA-302 and submit it to the Division with a check or money order for $150.00 made payable to “Treasurer, State of New Jersey” www.state.nj.us/treasury/contract_compliance.


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


In accordance with N.J.S.A. 52:25-24.2, no corporation, partnership, limited partnership, limited liability corporation, limited liability partnership, Subchapter S corporation or sole proprietorship, shall be awarded a contract, unless prior to the receipt of the RFP response/bid or accompanying the RFP response/bid of the corporation, partnership, limited partnership, limited liability corporation, limited liability partnership, Subchapter S corporation or sole proprietorship, there is submitted to the City a statement setting forth the names and addresses of all stockholders who own 10% or more of the stock, of any class or of all individual partners who own a 10% or greater interest in the corporation, partnership, limited partnership, limited liability corporation, limited liability partnership, Subchapter S corporation or sole proprietorship. If one or more such stockholder or partner is itself a corporation or partnership, the stockholders holding 10% or more of that corporation’s stock, or the individual partners owning 10% or greater interest in that partnership, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every non-corporate stockholder and individual partner, exceeding the 10% ownership criteria established in this act has been listed. The form shall be signed and submitted with the RFP proposal/bid whether or not a stockholder or partner owns less than 10%
of the business submitting the RFP proposal/bid. Failure to comply requires mandatory rejection of the RFP proposal/bid. The Respondent shall complete and submit the form of statement that is included in this RFP.

2.8.5 Non-Collusion Affidavit – N.J.S.A. 52:34-15

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

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

Pursuant to N.J.S.A. 52:32-44, City of Brigantine (“Contracting Agency”) is prohibited from entering into a contract with an entity unless the bidder/proposer/contractor, and each subcontractor that is required by law to be named in a bid/proposal/contract has a valid Business Registration Certificate on file with the Division of Revenue and Enterprise Services within the Department of the Treasury.

Prior to contract award or authorization, the contractor shall provide the Contracting Agency with its proof of business registration and that of any named subcontractor(s).

Subcontractors named in a bid or proposal shall provide proof of business registration to the bidder, who in turn, shall provide it to the Contracting Agency prior to the time of contract, purchase order, or other contracting document is awarded or authorized.

During the course of contract performance:

1. The contractor shall not enter into a contract with a subcontractor unless the subcontractor first provides the contractor with a valid proof of business registration.
2. The contractor shall maintain and submit to the contracting agency a list of subcontractor’s and their addresses that may be updated from time to time.
3. The contractor and any subcontractors providing goods or performing services under the contract, and each of their affiliates, shall collect and remit to the Director of the Division of Taxation in the Department of Treasury, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered in the State. Any questions in this regard can be directed to the Division of Taxation at (609) 292-6400. Form NJ_REG can be filed online at www.state.nj.us/treasury/revenue/busregcert.shtml.

Before final payment is made under the contract, the contractor shall submit to the Contracting Agency a complete and accurate list of all subcontractors used and their addresses.

Pursuant to N.J.S.A. 54:49-4.1, a business organization that fails to provide a copy of a business registration as required, or that provides false business registration information, shall be liable for a penalty of $25.00 for each day of violation, not to exceed $50,000, for each proof of business registration not properly provided under a contract with a contracting agency.

Emergency Purchases or Contracts

For purchases of an emergent nature, the contractor shall provide its Business Registration Certificate within two weeks from the date of purchase or execution of the contract or prior to payment for goods or services, whichever is earlier.

2.8.7 Pay to Play – Notice of Disclosure Requirement

Business entities are advised of their responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27 if they receive contracts in excess of $50,000 from public entities in a calendar year. Business entities are responsible for determining if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.
2.8.8 Assign, Sublet or Transfer Any Rights/Interests

Neither the City nor the Contractor shall assign, sublet, or transfer any rights or interest in this Agreement without the prior written consent of the other party. Unless specifically stated to the contrary, in writing, prior to an 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 anyone other than the City and the Contractor.

2.8.9 Insurance and Indemnification

If it becomes necessary for the contractor, either as principal or by agent or employee, to enter upon the premises or property of the City in order to construct, erect, inspect, make delivery or remove property hereunder, the contractor 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 contractor 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 contractor agrees to indemnify and save harmless the owner, its officers, agents and employees, hereinafter referred to as indemnitees, from all suits, including attorney’s fees and costs of litigation, actions, loss damage, expense, cost of claims, of any character or on account of any act, claim or amount arising or recovered under Worker's Compensation law, or arising out of failure of the Contractor or those acting under Contractor to conform to any statutes, ordinances, regulations, law or court decree. It is the intent of the parties to this contract that the indemnities shall, in all instances, except for loss or damage resulting from the sole negligence of the indemnitee, be indemnified against all liability, loss or damage of any nature whatsoever.

Insurance Requirements:

Worker’s Compensation and Employer’s Liability Insurance

This insurance shall be maintained in full force during the life of this contract by the contractor covering all employees engaged in performance of this contract pursuant to N.J.S.A. 34:15-12(a) and N.J.A.C. 12:235-1.6. Minimum Employer’s Liability $1,000,000.00.

General Liability Insurance

During the life of this contract the bidder shall procure and maintain Commercial General Liability Insurance on an “Occurrence Basis” with limits of liability not less than $1,000,000.00 per occurrence for bodily injury and property damage.

Automobile Liability Insurance

During the life of this contract the bidder shall procure and maintain Motor Vehicle Liability Insurance, including applicable No-Fault coverage, with limits of liability not less than $500,000.00 per accident combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

Professional Liability/Malpractice Insurance Policy (if applicable)

Coverage in the amount of $1,000,000.00/occurrence, $2,000,000.00 aggregate and assurance that each such policy for each staff member remains full and in effect while providing services for owner.

The contractor shall provide the owner with a Certificate of Insurance naming the City of Brigantine as additionally insured, evidencing the existence of required insurance prior to the commission of work. Said
insurance must include coverage for complete operations, contractual insurance and independent contractor or subcontractor insurance, where and if applicable.

**Errors and Omissions Insurance**

1. The contractor shall purchase and maintain during the entire period of this contract, errors and omissions insurance that shall protect the contractor and the City from any and all claims that may arise out of or result from the contractor’s performance of this contract. Specifically, the errors and omissions insurance shall have limits of not less than $2,000,000.00 dollars per occurrence and $4,000,000.00 dollars in the aggregate.

2. Certificates of the Required Insurance
   Certificates as listed above shall be submitted along with the contract as evidence covering Errors and Omissions insurance. Such coverage shall be with acceptable insurance companies operating on an admitted basis in the State of New Jersey.

   The contractor shall provide the City with a Certificate of Insurance naming the City, its employees, officers, and agents as additionally insured, and evidencing the existence of required insurance prior to the commission of work.

   The City of Brigantine will not accept Mutual Limitation of Liability terms.

**2.8.10 Health Insurance Portability and Accountability Act of 1996 - HIPAA (If Applicable)**

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

The Contractor 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 contractor, by execution of the contract, shall thereby indemnify and hold the City harmless from any and all liabilities, claims, actions, costs and penalties which may be incurred as the result of the failure of the contractor 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.

**2.8.11 Proof of Licensure**

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

**2.8.12 Disclosure of Investment Activities in Iran – P.L. 2012, c. 25**

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


P.L. 2018, c. 127 establishes a prompt payment requirement that applies to goods and services contracts a contracting unit awards to a “business concern” under the Local Public Contracts Law (LPCL). The law applies to all goods and services contracts awarded on or after February 1, 2019 (the law’s effective date) regardless of dollar amount and any contracts requiring either a single payment or multiple payments. The law does not
change the prompt payment the prompt payment requirements for improvements to real property and structures as set forth in N.J.S.A. 2A:30A-1 et seq. and described in LFN 2006-21. The law defines “Business Concern” as any person engaged in a trade or business, including a private nonprofit entity operating as an independent contractor, providing goods and services directly to a contracting unit or to a designated third party and operating pursuant to a contract with a contracting unit which requires either a single payment or multiple payments, but shall not include a “public utility” as defined in N.J.S.A. 48:2.13.

2.9 Public Emergency

In the event of a Public Emergency declared at the Local, State or Federal Level, if the City opts to extend terms and conditions of this RFP; the contractor agrees to extend the terms and conditions of this RFP, 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 contractor cannot meet this requirement, the City may solicit the goods and/or services from any respondent on this contract.

2.10 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.

2.11 Subcontractors

The owner will consider the primary contractor to be the sole point of contact with regard to contract matters. The primary contractor will be required to assume sole responsibility for delivery of all services. Any subcontractors must be identified in the same manner as the primary contractor.

2.12 Failure to Enter Contract

Should the respondent, to whom the contract is awarded, fail to enter into a contract within ten (10) days, Sundays and holidays excepted, the City may then, at its option, accept the proposal of another respondent.

2.13 Commencement of Work

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

2.14 Time of Completion

It is hereby understood and mutually agreed, by and between the respondent and the owner, that the date on which the work shall be substantially complete as specified in the RFP is an essential condition of this contract. It is further mutually understood and agreed that the work and contract time embraced in this Contract shall commence on the date specified and that the resulting contract shall be completed in sequence and time frames identified by the City.

The respondent agrees that said services shall be processed regularly, diligently, and uninterruptedly at such rate of progress as will insure full completion thereof within the time specified. It is expressly understood and agreed, by and between the respondent and the City, that the time of completion of the services described herein is a reasonable time for the completion of it.

2.15 Termination of Contract

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

The contractor agrees to indemnify and hold the City harmless from any liability to subcontractors/suppliers concerning payment for work performed or goods supplied arising out of the lawful termination of the Contract by the City under this provision.

In case of default by the contractor, the City may procure the articles or services from other sources and hold the contractor responsible for any excess cost occasioned thereby.

2.16 Non-Allocation of Funding Termination

Each calendar year payment obligation of the City is conditioned upon the availability of owner funds appropriated or allocated for the payment of such an obligation. If funds are not allocated and available for the continuance of any services performed by the Contractor hereunder, whether in whole or in part, the City at the end of any particular calendar year may terminate such services. The City will notify the Contractor 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 City to terminate this Agreement during the term, or any service hereunder, merely in order to acquire identical services from a third party contractor.

2.17 Force Majeure

Neither party shall be responsible for any resulting loss nor obligation to fulfill duties as specified in any of the terms or provisions of this Agreement if the fulfillment of any term or provision of this Agreement is delayed or prevented by any revolutions, insurrections, riots, wars, acts of enemies, national emergencies, strikes, floods, fires, acts of God, or by any cause not within the control of the party whose performance is interfered with which by the exercise of reasonable diligence such party is unable to prevent. Additionally, if the fulfillment of any of the terms and provisions of this Agreement is delayed or prevented by any court order, or action or injunction or other such agreement, this Agreement shall become voidable by the City of Brigantine by notice to each party.

2.18 The City and the Contractor each bind themselves and their successors, executors, administrators, heirs and assigns and legal representatives of the other party respecting all covenants and agreements and obligations of this contract.

2.19 The terms of this Agreement shall be construed and interpreted, and all respective rights and duties of the parties shall be governed by the laws of the State of New Jersey.

2.20 Challenge of Specifications

Any respondent who wishes to challenge a specification shall file such challenge in writing with the Purchasing Agent no less than three (3) business days prior to the opening of the RFP's.

Challenges filed after that time shall be considered void and having no impact on the owner or the award of contract.

2.21 Payment

Invoices shall be submitted monthly and must 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, all backup documentation (mileage, time logs, receipts for expenses, etc.), amount remaining in total balance, and the Proposal Cost Form.
Payment will be made on presentation of City's voucher duly signed and executed.

The City 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.

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.

2.22 Non-payment of Penalties and Interest on Overdue Bills

Public funds may be used to pay only for goods delivered or services rendered. The City of Brigantine 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 owner to pay additional fees.

2.23 Ownership of Material

The City shall retain all of its rights and interest in any and all documents and property both hard copy and digital furnished by the City to the contractor for the purpose of assisting the contractor in the performance of this contract. All such items shall be returned immediately to the City 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 City, be disclosed to others or used by the contractor or permitted by the contractor 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 City pursuant to this contract shall belong exclusively to the City. All data, reports, computerized information, programs and materials related to this project shall be delivered to and become the property of the City upon completion of the project. The contractor 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 City. All information supplied to the City may be required to be supplied on CD-ROM/USB flash drive media compatible with the City's computer operating system windows based, Microsoft Office 2007.

Under state and federal statutes, certain government records are protected from public disclosure. The City, the Contractor and any Subcontractors have a responsibility and an obligation to safeguard from public access an employee's personal information with which it has been entrusted when disclosure thereof would violate the employee's reasonable expectation of privacy. All payroll, personnel and health insurance related files are confidential. Additionally the Contractor and any Subcontractors may be privy to sensitive law enforcement information or investigations during their review which must remain confidential. The City reserves the right to make any public disclosure under the law. Also among government records deemed confidential are administrative or technical information regarding computer hardware, software and networks that, if disclosed, would jeopardize computer security. The Contractor and any Subcontractor(s) are prohibited from the sale or distribution of all supplied information to any third party.

2.24 Source of Specifications/RFP Packages

Official City Request for Proposal (RFP) packages for routine goods and services are available from www.BB-NJ.org at no cost to the prospective respondents. All addenda are posted on this site. Potential respondents are cautioned that they are responding at their own risk if a third party supplied the specifications that may or may not be complete. The City is not responsible for third party supplied RFP documents.
2.25 Altering Official Document

Respondents shall not write in any margins or alter the official content of City of Brigantine RFP document.

2.26 RFP Preparation of Forms

RFPs must be signed in ink by the respondent; all quotations shall be made with a typewriter, computer or pen and ink. Any quotation showing any erasure alteration must be initialed by the respondent in ink. Unit prices and totals are to be inserted in spaces provided.

2.27 W-9

Successful bidder/respondent shall complete W-9 Form and submit to Finance office prior to contract award. The form is available at the following link: http://www.irs.gov/pub/irs-pdf/fw9.pdf
3. Scope of Work (SOW)

Computer & Network Maintenance

The City of Brigantine seeks Professional Computer and Network Maintenance for support of Brigantine's current computer Networks, Applications, Infrastructure, Phones, Web and related systems.

1. Vendor shall provide a list all contracts, current, lost, or not renewed, for the past three (3) years. Provide narrative describing reasons for contract that have not been renewed. Specifically identify any contracts from which they have been relieved or any contracts that have been cancelled prematurely.

2. Provide at least three (3) reference accounts to whom you are presently providing similar computer and network maintenance, or to whom you have provided similar services during the past 5 years.

3. Vendor that is awarded this contract must submit to a BACKGROUND check for all employees that will enter City offices.

4. Vendors shall provide a custom support and service program for computer systems, system preventive maintenance, repair, consulting, integration services, software/application installation, support and warranty/license management. Vendor will also provide any new systems, hardware and software as required by the City of Brigantine over the term of the agreement. The plan should combine multiple technologies and tools to replace and support client end-users by phone, Internet and desk-side as needed. Vendor should provide a Systems Engineer at designated City & Police facilities weekly, to act as an in-house IT support resource performing both maintenance and project work as directed by City Administration. Vendor will also provide 24 hour 7 day helpdesk and remote support to resolve end-user problems when possible, if not provide a dispatched technician to resolve service Issues.

Desired Services to be provided under this contract:

- Reporting onsite - 4 Hours weekly on a designated day to stabilize the environment, handle all initial user problems, establish call and resolution processes, and better integrate our Technicians into the City's user departments.
- Bonus Hours - 4 hours quarterly for planning, projects, and other technology projects
- 24 hours 7 days help desk phone coverage and remote support of user hardware and software problems
- Business Continuity and Disaster Recovery Planning
- Hardware repair including labor and parts for systems covered with MFG, Warranties.
- Warranty and software licensing management.
- Emergency service for problems 24 hours, 7 days
- Procurement assistance with all technologies as required
- Annual Technology review and report of network health Q4 for Budget purposes
Onsite Hours: Four (4) hours weekly

Scheduled Onsite services weekly:
- Microsoft patches and updates Installed
- Virus and Spyware updates
- Hardware repairs
- Desk-side support for operational problems
- Network Application Repairs
- Education Services (Desk side application and system usage support)
- Restorative Services for virus* email administrative problems
- Preventive Maintenance on systems
- Projects and related project tasks.

*Virus/Malware Cleaning: Under this contract covers up to 1 hour per incident Of Virus/Malware cleanup remote or onsite support.

Connectwise Automate Computer, server, device Management Software:

Diagnostic toolkit, troubleshoot and resolve issues more easily with in-depth computer status, state and health information, without needing to directly control the desktop or interrupt a remote user.

An advanced dashboard displays system-level information for remote computers, including CPU memory load, top processes, latest events, most recent access and more.

Provide autonomous tasks such as automatically restarting stopped services, drive defragmentation, domain controller diagnostics and reporting, group policy testing and reporting, kill bad processes, reboot computers, resend antivirus definitions and temp file cleanup.

Provide remote monitoring of workstations and servers that monitors computer health and performance such as but not limited to: patch management, computer policies, windows registry, hard drive and server RAID health, free disk space, disk cleanup, disk fragmentation, server and workstation uptime, antivirus updates and deployment, CPU health, CPU processes, status of computer services, startup processes, SNMP objects, unauthorized software installations, DNS and Domain Controllers, print queue monitoring, network bandwidth, network latency, hardware temperature monitoring, event log monitoring, memory load and usage.

Provide the ability to reboot servers and workstations after-hours to minimize downtime during regular business hours at least once per month.

Provide remote desktop assistance to users for all workstations and servers using AES 256 bit encryption.

Maintain a white list and black list for software installed on the workstations and servers with the ability to notify and remove black listed software.

Provide support and configuration for currently supported Microsoft server and workstation operating systems, Microsoft Office, Microsoft Exchange server, Trend Micro Worry-Free Business Advanced.
**Must be an authorized vendor for Datto products:**

Must have a full understanding of the city's devices and can efficiently restore file or files, directories or drives remotely or onsite if necessary. Also must be able to perform a bare metal restore in the event of a catastrophic failure.

This diagnostic software will be installed and provide support for approximately 160 users, 70 workstations and 7 servers.

Vendor will provide support for Virtual Private Network (VPN) between 3 physically separated locations.

Hours Rollover: If not needed, Vendor will allow-for all unused monthly hours to rollover and accumulate. The day time hours can be used at the Department's discretion for work at any of the City & Police locations for projects, repairs and maintenance. The regular support hours cannot be used for afterhours emergency support calls.

Unused Project Hours: Vendor should allow 4 hours per quarter for project management, and project work in addition to the weekly hours.

These hours can be used at the City's discretion and can be accumulated throughout the contract year.

**Help Desk Response live or with 1 hour call back.**

Support will be provided “live” between the hours of 8:30 p.m. and 5:00 pm weekly (Monday. through Friday), with the exception of public holidays, off-hours and weekends with call back from a technician 24 hours by 7 days a week is included with this contract.

If a Technician is not available vendor shall provide a help desk, designed to help police administrators’ and users to diagnose problems and resolve when possible.

Vendor will also interface With the City's software application vendors, when needed’ to facilitate, problem resolution. If needed, Vendor should dispatch a technician onsite for problem resolution to be applied against the remaining scheduled visits.

Vendor must be familiar with the following software and have previous experience with the following:

- Edmunds and Associates MCSJ version 4
- Pervasive SQL
- Sensus Water Meter software
- Cisco ASA ASDM
- Barracuda Web Filter
- ArcGIS Pro
- GPS Pathfinder
- MC Systems Inspection Online
- Liberty Court Recorder
- Infocop
- Enforsys PoliSys
- POSS Enterprise
- Mugshot Pro
- Fire House Software.

**Please list experience**
Onsite Emergency response is predicated on the following Tiers:

A. **Tier 1** -2 business hours - Site outage or system failure - that affects multiple locations or city

B. **Tier 2** - 4 business hours - System failures that affect multiple users

C. **Tier 3** - 4 business hours - Applications or functionality issues not affecting multiple users

**Emergency onsite support**

Vendor will dispatch a service technician onsite for problem resolution if needed outside the scheduled onsite hours and can be applied against future scheduled hours.

**Procurement and technology**

Vendor will assist and provide quotes and acquisition support for equipment and software using Government Contracts to provide the most effective configurations and pricing value for the City.

**Plan Management**

The above service plan will be reviewed on a quarterly basis to review the initial three month stabilization plan progress and make plan adjustments as needed to maintain Technologies.

**Warranty Management**

As Part of this agreement, Vendor will audit Warranty status of all City owned computer equipment and make recommendations to upgrade to multi-year extended warranties where they apply.

**Reports**

Vendor will provide the City Administration with a monthly report documenting Scheduled Service, activities, Project updates, Time Allocation, Reports, recommendations and any other data needed by the City of Brigantine. Reports can be sent or delivered at scheduled meetings.

**SECURITY**

The vendor, its agents, servants and employees, agree to comply with all security requirements as established by the City of Brigantine.

**ADDITIONAL EQUIPMENT**

If equipment is added to the City or Police department during this contract no additional cost of servicing and maintaining the equipment will be added after any Manufacturer’s warranty period of the new Equipment.

Vendor will notify the City of brigantine in writing of any additional charges that might occur by the addition of new equipment requiring additional labor to properly maintain.
CITY OF BRIGANTINE

EXCEPTIONS

For each exception, the bidder must identify the specific section of specifications by providing the number and title of exception applies to. It is the responsibility of the bidder to document the equivalence claim in writing. Submitting product brochures is not an acceptable claim of equivalence.

(IF NONE SO STATE)

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USE ADDITIONAL SHEET IF NECESSARY
4. Proposal Requirements

4.1 Qualification Statement

A statement is to be provided by the respondent who will serve as the primary contractor. The statement shall set forth brief details of the firm’s principal activities, the number of personnel in the firm and the firm's location. Please provide a list of (3) three clients for whom similar services have been provided. Include the following in your response:

1. Name of government agency.
2. Contact person's name, position, and current telephone number.
3. Dates, cost and scope of service.
4. Status and comments

4.2 Key Personnel Information

The respondent shall provide the identity and the professional credentials of the principals and other key personnel either working for the contractor and their areas of responsibilities.

4.3 Proposal Forms

The following forms are contained in the attachments. All forms are required and shall be completed and made part of the proposal submitted.

1. Proposal Cost/Signature Form
2. Non-Collusion Affidavit
3. Stockholder Disclosure
4. Affirmative Action Statement
5. Acknowledgement of Receipt of Addenda
6. Disclosure of Investment Activities In Iran

4.4 Location of Servicing Office

The proposal must list the location and address of the present, active office that will service and manage this contract.

5. Evaluation, Review and Selection Process

5.1 Proposals to Remain Subject to Acceptance

RFP responses shall remain open for a period of sixty (60) calendar days from the stated submittal. The owner will either award the Contract within the applicable time period or reject all proposals.

The owner may extend the decision to award or reject all proposals beyond the sixty (60) calendar days when the proposals of any respondents who consent thereto may, at the request of the owner, be held for consideration for such longer period as may be agreed.

5.2 Rejection of Proposals

The owner reserves the right to reject any or all proposals, or to reject any proposals if the evidence submitted by, or investigation of such respondent fails to satisfy the owner that such respondent is properly qualified to carry out the obligations of the RFP and to complete the work contemplated therein. The owner reserves the right to waive any minor informality in the RFP.
5.3 Evaluation Process

An evaluation team will review all proposals to determine if they satisfy the Proposal Requirements, determine if a proposal should be rejected and evaluate the proposals based upon the Evaluation Criteria. The highest-ranking respondent will then be recommended to the governing body for award of contract, based on most advantageous price and other factors. The City reserves the right to reach out to the respondents to get clarification on Proposals on specific items if necessary during the deliberation process.

Evaluation Team – RFP respondents are prohibited from contacting any member of the evaluation team directly without a formal invitation. If it is found that a respondent has attempted to discuss their proposal with a team member without an invite then their proposal may be deemed unresponsive. All questions during the evaluation period shall be directed to the Purchasing Agent.

5.4 Evaluation Criteria

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

This will be based on the quality of the content of the RFP and the respondent's ability to communicate a thorough understanding of the required tasks and the approach to meet the scope of work outlined in the RFP. The proposals will be evaluated for general compliance with instructions and requests issued in the RFP. Non-compliance with significant instructions will be grounds for disqualification of proposals.

5.4.1 Understanding of the Requested Work

The proposals will be evaluated for general compliance with instructions and requests issued in the RFP. Non-compliance with significant instructions shall be grounds for disqualification of proposals.

5.4.2 Knowledge and Technical Competence

This includes the ability of the respondent to perform all of the tasks and fulfill adequately the stated requirements.

5.4.3 Management, Experience and Personnel Qualifications

Expertise of the firm shall be demonstrated by past contract successes providing government agencies with similar services. The respondent will be evaluated on knowledge, experience, prior collaboration and successful completion of projects/services similar to that requested in this RFP. In addition to relevant experience, respondents shall provide personnel qualifications in the Proposal. (See 4.1 and 4.2).

5.4.4 Ability to Complete the Project/Services in a Timely Manner

This is based on the estimated duration of the tasks and the respondent’s ability to accomplish these tasks as stated.

5.4.5 Cost

Any services not included as part of any resulting contract scope of services must be approved and authorized by the owner before such work is initiated. The owner shall pay for such approved services, at the rate or cost agreed upon between the owner and contractor, provided the respondent has provided a schedule of fees for additional services with this RFP.
5.5 Payment

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

5.6 Term of the contract

Upon contract authorization by the City of Brigantine, the contract will be for three (3) years.

5.7 Notice of Award

The successful respondent will be notified of the award of contract upon a favorable decision by the governing body.
BID DOCUMENT SUBMISSION CHECKLIST

A. FAILURE TO SUBMIT ANY OF THESE ITEMS IS MANDATORY CAUSE FOR REJECTION OF BID

☐ Stocker Disclosure Certification
☐ Affidavit of Non-Collusion, properly notarized
☐ Required Evidence EEO/Affirmative Action Regulations Questionnaire
☐ Submit Copy of State Certificate of Employee Information Report
☐ Acknowledgement of Receipt of Addenda (To be completed if Addenda is issued)
☐ Proposal Cost Form / Signature Page
☐ Disclosure of Investment Activities in Iran

B. REQUIRED NO LATER THAN TIME PERIOD INDICATED

B.1 SUBMIT DOCUMENTS AT TIME OF RFP RESPONSE DUE DATE

☐ Qualification Statement
☐ Key personnel Information
☐ Authorization for Background Check
☐ Three (3) references for similar projects

B.2 MUST POSSESS CERTIFICATE BY CONTRACT AWARD DATE
“SUBMISSION OF CERTIFICATE WITH RESPONSE PREFERRED”

☐ Business Registration Certificate
☐ Business Registration Certificate – Named / Listed Subcontractor(s)

B.3 MUST SUBMIT BY CONTRACT AWARD DATE

☐ Certificate of Required Insurance naming Township Additionally Insured
☐ Other:

C. READ ONLY

☐ Americans with Disability Act of 1990 Language

This checklist is provided for bidder’s use in assuring compliance with required documentation; however, it does not necessarily include all specifications requirements and does not relieve the respondent bidder of the need to read and comply with the specifications.

Name of Respondent: ____________________________ Date: ______________________

By Authorized Representative:

Signature: ____________________________

Print Name & Title: ____________________________ Phone: ______________________
The undersigned declares that he/she has read the Notice, Instructions, Affidavits and Scope of Services attached, that he/she has determined the conditions affecting the proposal and agrees, if this proposal is accepted, to furnish and deliver services per the attached schedule of fees for the following:

**COMPUTER & NETWORK MAINTENANCE**

<table>
<thead>
<tr>
<th>Contract Pricing Year 1</th>
<th>$___________________________</th>
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<tbody>
<tr>
<td>Contract Pricing Year 2</td>
<td>$___________________________</td>
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<tr>
<td>Contract Pricing Year 3</td>
<td>$___________________________</td>
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<tr>
<td>Additional Hours if needed / Rate Per Hour</td>
<td>$___________________________</td>
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</table>

(Corporate)

The undersigned is a (Partnership) under the laws of the State of _________________________ having (Individual)

Its principal office at _____________________________________________________________________

<table>
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<tr>
<th>Company</th>
<th>Federal I.D. # or Social Security #</th>
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<td>Address</td>
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<td>Signature of Authorized Agent</td>
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<td>Fax Number</td>
<td>Email Address</td>
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</table>
LEGAL NAME OF BIDDER: _____________________________________________________________

Check the box that represents the type of business organization:

☐ Partnership   ☐ Corporation   ☐ Sole Proprietorship
☐ Limited Partnership   ☐ Limited Liability Corporation   ☐ Limited Liability Partnership
☐ Subchapter S Corporation   ☐ Other, Please List _________________________

The list below contains the names and addresses of all stockholders who own ten (10%) percent or more of the above company's stock, and if there are NO STOCKHOLDERS OF 10% OR MORE, simply check the second box below. If one or more such stockholders or partner is itself a corporation or partnership, the stockholders holding 10% or more of that corporation’s stock, or the individual partners owning 10% of that corporation’s stock, or the individual partners owning 10% or greater interest in that partnership, as the case may be, must also be listed.

The disclosure shall be continued until names and addresses of every person who is a non-corporate stockholder, or individual partner, exceeding the 10% ownership criteria established in this act, has been listed, in full compliance with Chapter 33 of the New Jersey Public Laws of 1977.

BIDDERS/RESPONDENTS MUST CHECK THE APPROPRIATE BOX:

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

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

☐ Publicly Traded - For publicly traded entities to comply with N.J.S.A. 52:25-24.2 they may submit the name and address of each publicly traded entity, and the name and address of each person holding 10% or more beneficial interest in the publicly traded entity as of the last annual filling with the Security Exchange Commission (SEC), or foreign equivalent

Submit here the Website (URL) providing the last annual Security Exchange Commission (SEC) filing, or foreign equivalent:

______________________________________________________________________________

The requested information is available on the following page number(s) of the SEC, or foreign equivalent, filing:

______________________________________________________________________________

Stockholder Name ________________________________________________________________
Address ________________________________________________________________
Percentage of Ownership _______ %

Stockholder Name ________________________________________________________________
Address ________________________________________________________________
Percentage of Ownership _______ %

Stockholder Name ________________________________________________________________
Address ________________________________________________________________
Percentage of Ownership _______ %

(Note: Attach additional pages if necessary)

(Respondent/Respondent Authorized Signature) ________________________________________ (Date) __________

(Print name of authorized signatory) _____________________________ (Title) ____________________________
NON COLLUSION AFFIDAVIT

State of New Jersey
County of __________________ ss:

I, ___________________________ residing in _____________________________________________
(name of affiant) (name of municipality)
in the County of ____________________ and State of ___________________________________
of full age, being duly sworn according to law on my oath depose and say that:

I am ___________________________________ of _________________________________
(title or position) (name of firm)
the bidder making the Proposal for the above named project, and that I executed the said proposal with full authority to
do so that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or
otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and
that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge
that the City of Brigantine relies upon the truth of the statements contained in said Proposal and in the statements
contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract
upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide
employees or bona fide established commercial or selling agencies

maintained by _____________________________________________________________________.
(name of contractor)

(N.J.S.A. 52:34-15)

Subscribed and sworn to

before me this day

Signature

_________________, 2_____
(Type or print name of affiant under signature)

Notary public of ______________________________________

My Commission expires__________________

(Seal)
All successful bidders/respondents are required to submit evidence of appropriate affirmative action compliance to the City and Division of Public Contracts Equal Employment Opportunity Compliance. During a review, Division representatives will review the City files to determine whether the affirmative action evidence has been submitted by the vendor/contractor. Specifically, each vendor/contractor shall submit to the City, prior to execution of the contract, one of the following documents:

**Goods and General Service Vendors**

1. Letter of Federal Approval indicating that the vendor is under an existing Federally approved or sanctioned affirmative action program. A copy of the approval letter is to be provided by the vendor to the City and the Division. This approval letter is valid for one year from the date of issuance.

   **Do you have a federally-approved or sanctioned EEO/AA program?**  
   Yes ☐  No ☐

   **If yes, please submit a photo static copy of such approval.**

2. A Certificate of Employee Information Report (hereafter “Certificate”), issued in accordance with N.J.A.C. 17:27-1.1 et seq. The vendor must provide a copy of the Certificate to the City as evidence of its compliance with the regulations. The Certificate represents the review and approval of the vendor’s Employee Information Report, Form AA-302 by the Division. The period of validity of the Certificate is indicated on its face. Certificates must be renewed prior to their expiration date in order to remain valid.

   **Do you have a State Certificate of Employee Information Report Approval?**  
   Yes ☐  No ☐

   **If yes, please submit a photo static copy of such approval.**

3. The successful vendor shall complete an Initial Employee Report, Form AA-302 and submit it to the Division with $150.00 Fee and forward a copy of the Form to the City. Upon submission and review by the Division, this report shall constitute evidence of compliance with the regulations. Prior to execution of the contract, the EEO/AA evidence must be submitted.

   The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) on the Division website www.state.nj.us/treasury/contract_compliance.

   The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 and agrees to furnish the required forms of evidence.

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

   **Company:** ______________________________  **Title:** ______________________________

   **Print Name:** ______________________________  **Signature:** ______________________________

   **Date:** _________________________
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 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 city employment goals established in accordance with N.J.A.C. 17:27-5.2.

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

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

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division’s website at: 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 Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.
CITY OF BRIGANTINE

SAMPLE CERTIFICATE OF EMPLOYEE INFORMATION REPORT

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

INITIAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-DEC-20XX to 15-DEC-20XX.

SAMPLE COMPANY, INC.
33 WEST STATE STREET
TRENTON, NJ 08625

VOID

State Treasurer
The Contractor and the Owner, do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 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.
CITY OF BRIGANTINE

THESE ARE SAMPLES OF THE ONLY ACCEPTABLE BUSINESS REGISTRATION CERTIFICATES.

FAILURE TO POSSESS A NEW JERSEY BUSINESS REGISTRATION CERTIFICATE MAY BE CAUSE FOR REJECTION OF YOUR PROPOSAL REGARDLESS OF THE FACT THAT A COPY MAY ALREADY BE ON FILE WITH THE CITY OF BRIGANTINE.
CITY OF BRIGANTINE
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Bidder: _____________________________________________________

PART 1: CERTIFICATION

BIDDERS MUST COMPLETE - PART 1 BY CHECKING EITHER BOX BELOW

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury’s Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division’s website at http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf. Bidders must review this list prior to completing the below certification. Failure to complete the certification will render a bidder’s proposal nonresponsive. If the Director finds a person or entity to be in violation of law, that they shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

PLEASE CHECK THE APPROPRIATE BOX:

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

OR

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

PART 2:

PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran on additional sheets provided by you.

CERTIFICATION: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the State of New Jersey 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 State to notify the State 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 City of Brigantine and that the City at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): ____________________________ Signature: ____________________________

Title: ____________________________ Date: ____________________________
CITY OF BRIGANTINE

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA

The undersigned Bidder does hereby acknowledge the receipt of the following Addenda:

<table>
<thead>
<tr>
<th>Addendum Number</th>
<th>Dated</th>
<th>Acknowledgement Receipt</th>
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<td>(Initial)</td>
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</table>

______ Please place a check mark here, when no addenda were received:

Acknowledgement for: __________________________________________________________

(Name of Bidder)

By: _______________________________________________________________________

(Signature of the Authorized Representative)

Name: _____________________________________________________________________

(Please Print or Type)

Title: ___________________________________________________________________

Date: ____________________________________________________________________

FORM NOT REQUIRED IF NO ADDENDA ISSUED
CITY OF BRIGANTINE

AUTHORIZATION FOR BACKGROUND CHECK

_____________________________________________________  __________________________________
(Name)                                                                                       (Date of Birth)

________________________________________  ________________________  _______  _______________
(Address)                                                                    (City) (State)       (Zip Code)

(______)_________________________                                 _________
(Telephone Number)                                                                       (Social Security Number)

By my signature below, I hereby authorize any representative of the City of Brigantine Police Department  access and release of all Federal, State, and Local records pertaining to my Criminal History.

I understand that the information released is for official use by the City of Brigantine Police Department only, to determine my suitability to work within the confines of the City of Brigantine Police Department, City Complex and any other buildings or properties owned or run by the City of Brigantine.

I hereby release you, your organization, and all others from liability or damages that may result from furnishing the information requested, including any liability or damage pursuant to any state for federal laws.

I understand my rights under title 5, United States Code, Section 552a, the Privacy Act of 1974, with regard to access and to disclosure of records, and I waive those rights with the understanding that information furnished will be used in accordance with the City of Brigantine Police Department procedures.

You must present two forms of personal identification from the list below. One form must have your photograph on the identification. Approved identifications are:

- Your Driver’s License
- Your Social Security Card
- Your Birth Certificate
- Your Passport

Signature: ____________________________________________     Date: _____________________________
RIGHT TO EXTEND – TIME OF AWARD

The City of Brigantine is required by The Local Public Contracts Law, N.J.S.A. 40A:11-24, to make an award on products or service within sixty (60) days of the bid opening date.

Should the City of Brigantine require an additional thirty (30) days extension to make an award of this bid, by signing this document you shall grant the City of Brigantine, NJ the right to extend this award up to ninety (90) days, if deemed necessary.

Name of Bidder:______________________________________________________

By authorized Representative:

Signature:____________________________________________________________

Print Name and Title:___________________________________________________

Date:________________________________________________________________

Type of Product or Service Offered:_______________________________________