

## **NOTICE TO BIDDERS**

**NOTICE IS HEREBY GIVEN** that sealed bids in the form of a competitive contracting will be received by the Township Clerk for:

### **INFORMATION TECHNOLOGY CONSULTANT AND SERVICES FOR**

### **THE TOWNSHIP OF STILLWATER, COUNTY OF SUSSEX**

Specifications may be obtained from the Township Clerk's Office, 964 Stillwater Road, Newton, NJ 07860, or by emailing a request to the Township Clerk, [clerk@stillwatertwp.com](mailto:clerk@stillwatertwp.com). We cannot be responsible for the BID not arriving to you in time.

Bids shall be made on the bid form provided and in the manner prescribed. The Bid shall be enclosed in a sealed envelope bearing the name of the Bid on the outside of the envelope. The bid shall be returned to the Township Clerk by 11:00 a.m. on December 16, 2025, the day of Bid, where it will be opened and read in public. Late bids will be returned unopened.

Bidders will be required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et. Seq. Affirmative Action.

The Township of Stillwater reserves the right to reject any or all bids if it deems it necessary in the public interest to do so.

BY ORDER OF THE TOWNSHIP OF STILLWATER MAYOR AND COUNCIL,

Valerie Ingles,  
Municipal Clerk

## INSTRUCTIONS TO BIDDERS

1. SUBMISSION OF BIDS:
  - A. The Township of Stillwater, County of Sussex, New Jersey (hereinafter referred to as "OWNER" invites sealed bids pursuant to the Notice to Bidders).
  - B. One (1) Original paper/hard copy and two (2) additional copies clearly marked with the title of the bid and the name of the bidder. The two copies may be in paper/hard copy, or in PDF Format, or on flash drives.
  - C. Clearly marked Sealed bids will be received by the Clerk's office at 11:00 a.m. on December 16, 2025, at the Stillwater Municipal Office will be publicly opened and read aloud.
  - D. All Bid proposal forms shall be submitted in a sealed envelope.
    - a. Addressed to:  
  
Stillwater Township  
Valerie Ingles, Municipal Clerk  
964 Stillwater Road  
Newton, NJ 07860
    - b. Bearing the name and address of the bidder written on the face of the envelope.
    - c. Clearly marked with the Title being bid.
  - E. It is the bidder's responsibility to see that bids are presented to the *OWNER* on the Hour and at the place designated. Bids may be hand-delivered or mailed; however, the *OWNER* disclaims any responsibility for bids forwarded by regular mail or overnight mail. Fax bids are not acceptable. Bids received after the designated time and date will be returned unopened.
  - F. Sealed bids forwarded to the *OWNER* before the time of opening of the bids may be withdrawn upon written application of the bidder who shall be required to provide evidence showing that the individual is or represents the principal or principals involved in the bid. Once the bids have been opened, they must remain firm for a period of sixty (60) calendar days.
  - G. All prices and amounts must be written in ink or preferably typewritten. Bids containing any conditions, omissions, unexplained erasures or alterations, items not called for in the bid proposal form, attachment of additive information not required by the specifications, or irregularities of any kind, may be rejected by the *OWNER* (except prices and amounts may be subject to change as per Collective Bargaining Agreements with local trade

organizations). Any changes, write-outs, strikeouts, etc. on the proposal page must be initialed by the person responsible for signing the bid.

- H. Each bid proposal form must give the full business address of the bidder and be signed by an authorized representative. Bids 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. Bids 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. When requested, satisfactory evidence of the authority of the officer signing shall be furnished.
- I. Bidders must insert prices for furnishing all of the materials and or labor required by these specifications. Prices shall be net, including any charges for packing, crating, containers, etc. All transportation charges shall be fully prepaid by the contractor, F.O.B. destination and placement at the location specified by the OWNER. As specified, placement may require inside deliveries. No additional charges will be allowed for any transportation cost resulting from a partial shipment made at the contractor's convenience.
- J. The Contractor shall guarantee all materials supplied under these specifications. Defective or inferior items shall be replaced at the expense of the Contractor. In case of rejected materials, the Contractor will be responsible for the returned freight charges.

## **II. INTERPRETATION AND ADDENDA**

- A. Bidders are expected to examine the specifications and related documents with care and observe all their requirements. Ambiguities, errors, or omissions noted by the bidder should be promptly reported in writing to the appropriate official. In the event the bidder fails to notify the OWNER of such ambiguities, errors, or omissions, the bidder shall be bound by the bid.
- B. No oral interpretation of the meaning of the specifications will be made to any bidder. Every request for an interpretation shall be in writing, addressed to the OWNER'S representative stipulated in the bid. In order to be given consideration, a written request for interpretation must be received no later than ten (10) days, Saturdays, Sundays, or holidays prior to the date fixed for the opening of the bid. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications, and will be distributed to all prospective bidders, in accordance with N.J.S.A. 40A: 11-23. All addenda so issued shall become part of the contract documents and shall be acknowledged by the bidder in the bid.

The *OWNER'S* interpretations or corrections thereof shall be final.

- C. Discrepancies in Bids:

1. If the amounts 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.
2. In the event that there is a discrepancy between the unit prices and the extended totals, the unit price shall prevail. In the event there is an error of the summation of the extended totals, the computation by the OWNER of the extended totals shall govern.
3. Nothing in this Part II(C) shall preclude OWNER from finding that a discrepancy or computational error is a defect sufficient to reject the bid.

### **III. BRAND NAMES, PATENTS & STANDARD OF QUALITY**

- A. Brand names and/or descriptions used in this bid are to acquaint bidders with the types of commodities desired and will be used as a standard by which alternate or competitive materials offered will be judged. Competitive items must be equal to the standard described and be of same quality of work. Variations between materials described and materials offered are to be fully identified and described by the bidder on a separate sheet and submitted with the bid proposal form. Contractor's literature WILL NOT suffice in explaining the equivalence of alternative materials identified by bidders. In the absence of any changes by the bidder, it will be presumed and required that materials as described in the proposal be delivered.
- B. In submitting its bid, the bidder certifies that the merchandise to be furnished will not infringe upon any valid patent or trademark and that the successful bidder shall, at its own expense, defend any and all actions or suits charging such infringements, and will save the OWNER harmless from any damage resulting from such infringements.
- C. Only manufactured and farm products of the United States, whenever available, shall be used on this contract pursuant to N.J.S.A. 40A:11-18.
- D. Wherever practical and economical to the OWNER, it is desired that recycled products be provided. Please indicate when recycled products are being offered.

### **IV. TAXATION AND ESTIMATED QUANTITIES**

- A. The OWNER is exempt from any local, state or federal sales use or excise tax as per N.J.S.A. 54:32B-9(a)(1).
- B. ESTIMATE QUANTITIES (OPEN-END CONTRACTS)



NO MINIMUM PURCHASE IS IMPLIED OR GUARANTEED. The services and materials are on an as-needed basis.

## **V. STATUTORY AND OTHER REQUIREMENTS**

### **A. Mandatory Affirmative Action Certification**

No firm may be issued a contract unless it complies with the affirmative action regulations of N.J.S.A. 10:5-31 et seq. (P.L. 1975, c. 127), N.J.A.C. 17:27 et seq.

#### **1. Procurement, Professional and Service Contracts**

All successful Contractors must submit, within seven (7) days after the receipt of the notice of intent to award the contract or the receipt of the contract one of the following:

- a. A photocopy of a valid letter for an approved Federal Affirmative Action Plan, (good for one year from the date of the letter),

OR

- b. A photocopy of an approved Certificate of Employee Information report,

OR

- c. If Contractor has none of the above, the public agency is required to provide the Contractor with an initial Affirmative Action Employee Information Report, (AA-302).

### **B. American Disabilities Act of 1990**

Discrimination on the basis of disability in contracting for the purchase of bids and services is prohibited.

The successful bidder is required to read American Disabilities Language that is part of this specification and agree that the provision of Title II of the Act is made a part of the contract. The successful bidder is obligated to comply with the Act and to hold the *OWNER* harmless.

### **C. Stockholder Disclosure**

Chapter 33 of the Public Law of 1977 provides that no corporation or partnership shall be awarded any contract for the performance of any work or the furnishing of any materials or supplies, unless, prior to the receipt of the bid or accompanying the bid for said corporation or partnership, there is submitted a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own ten percent (10%) or more of its stock of

any class, or of all individual partners in the partnership who own ten percent (10%) or greater interest therein. Form of Statement shall be completed and attached to the bid proposal.

**D. Non-Collusion Affidavit**

The Non-Collusion Affidavit, which is part of these specifications, shall be properly executed and submitted with the bid proposal.

**E. Proof of Business Registration**

Section 1 of P.L. 2001, c134 is amended to read as follows:

An act concerning business registration for providers of goods and services to the State, State colleges and Universities, county colleges, local contracting units, boards of education, water and wastewater contractors, and casinos, supplementing Title 54 of the Revised Statutes and amending P.L., 1977,c. 110.

No contract shall be entered into by any contracting agency unless the contractor provides a copy of its business registration.

All bidders SHOULD submit a copy of their Business Registration Certificate with their bid.

**F. New Jersey Worker and Community Right to Know Act**

The manufacturer or supplier of chemical substances or mixtures shall label them in accordance with the N.J. Worker and Community Right to Know Law (N.J.S.A. 34:51 et seq., and N.J.A.C. 5:89-5 et seq.). Containers that the law and rules require to be labeled shall show the Chemical Abstracts Service number of all components and the chemical name. Further, all applicable Material Safety Data Sheets (MSDS) - hazardous substance fact sheet - must be furnished.

**VI. METHOD OF AWARD, REVIEW, AND SELECTION**

The Township's objective in soliciting Competitive Contractors is to select a qualified Contractor on the basis of enabling it to select a firm or Contractor that is evaluated to be most advantageous, price, and other factors considered, to the Township.

When evaluation of the responses produces equivalent ratings, the Stillwater Township Committee shall additionally consider to the factor of reputation, to form the basis for the award of the contract. All submissions become the property of the Township of Stillwater, and there shall be no obligation to return any submission.

1. Rejection of Proposals - The Township 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 Township that such respondent is properly qualified to carry out the obligations of the bid and to complete the work contemplated herein

## **VII. REJECTION OF BIDS**

### **A. Availability of Funds**

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

### **B. Multiple Bids not allowed**

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

All bids of any bidder submitting more than one bid shall be rejected.

### **C. Unbalanced Bids**

Bids, which are obviously unbalanced, may be rejected.

### **D. Unsatisfactory Past Performance**

Bids received from bidders who have previously failed to complete contracts within the time scheduled, therefore, or who have performed prior work for the Borough of Stone Harbor in an unacceptable manner, may be rejected. '

### **E. Failure to Enter Contract**

Should the bidder to whom the contract is awarded fail to enter into the contract within 10 days after award, Sunday and Holidays excepted, the Borough of Stone Harbor may then, at its option, accept the bid of the next lowest responsible bidder.

### **F. The Borough of Stone Harbor reserves the right to reject any and all bids at its sole discretion to the extent permitted by law.**

## **VIII. TERMINATION OF CONTRACT**

- A. If, through any cause, the successful bidder shall fail to fulfill in a timely and proper manner obligations under this contract or if the contractor shall violate any of the requirements of this contract, the *OWNER* shall thereupon have the right to terminate this contract by giving written notice to the contractor of such termination and specifying the effective date of termination. Such termination shall relieve the *OWNER* of any obligation for balances to the contractor of any sum of sums set forth in the contract.
- B. Notwithstanding the above, the contractor shall not be relieved of liability of the *OWNER* for damages sustained by the *OWNER* by virtue of any breach of the contract by the contractor, and the *OWNER* may withhold any payments to the contractor for the



purpose of compensation until such time as the exact amount of the damage due the OWNER from the contractor is determined.

- C. The contractor agrees to indemnify and hold the owner harmless from any liability to subcontractors/suppliers concerning payment for the work performed or the goods supplies arising out of the lawful termination of the contract by the *OWNER* under this provision.
- D. In case of default by the successful bidder, the *OWNER* may procure the articles or services from other sources and hold the successful bidder responsible for any excess cost occasioned thereby.

#### **IX. NEW JERSEY LOCAL UNIT PAY-TO-PLAY LAW**

- A. The contract to be awarded is subject to the New Jersey Local Unit Pay-to Pay Law, N.J.S.A. 19:44A-20,4 et seq.

#### **X. INVESTMENT ACTIVITIES IN IRAN, RUSSIA, AND BELARUS**

- A. Pursuant to N.J.S.A 52, 32-55, et seq., any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete a certification with their bid, in the form provided, 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 of Purchase and Property's website at: [www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf](http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf).

### **Information Technology**

The Township of Stillwater is seeking proposals from qualified vendors to provide comprehensive IT services. We aim to enhance our technology infrastructure, improve efficiency, and ensure seamless operations across various departments. The selected vendor will be responsible for managing, maintaining, and enhancing our IT systems. The qualifications and proposals are being solicited through a fair and open process in accordance with N.J.S.A. 19:44A-20.5, et. seq.

#### **Scope of Work**

The scope of work includes, but is not limited to:

- 1. Software**



- Software support is concerned primarily with assisting in the correct use of software applications as well as working with users to correct user-related errors. Help is available outside office hours by special arrangement.
- Modifications and enhancements required by State or Federal legislation are accommodated in a timely fashion.
- Occasionally, software maintenance is required. This is given the highest priority and receives immediate and continuing attention, not limited to normal working hours.
- Enhancements and upgrades to existing software applications are included within support charges.

## **2. Application Server & Maintenance Support**

- o Create new users on maintained servers
- o Create new shares on maintained servers
- o Installing/troubleshooting applications
- o Operating system upgrades and patches

## **3. Support Services**

- o Creating new PC Profiles
- o Windows Patch installation/support
- o Server and network connection troubleshooting
- o Computer crash troubleshooting and advisement
- o Creating new server shares on maintained servers
- o Connecting to server shares on maintained servers
- o Installing and connecting to printers
- o Email application front-end configuration
- o Program procurement/installation
- o Virus and Malware support
- o Troubleshooting printer issues
- o Assist third party copier vendors to configure copiers
- o VPN software installation and connections

## **4. Infrastructure Management:**

- o Network administration, including LAN/WAN setup, security, and maintenance.
- o Server management, backups, and disaster recovery planning where applicable.
- o End-user support (help desk services).
- o Hardware and software procurement and installation.

## **5. Cybersecurity:**

- o Implementing robust security measures.

- o Regular vulnerability assessments and threat monitoring.
- o Compliance with industry standards (e.g., NIST, ISO).

**6. Cloud Services:**

- o Migration to cloud platforms (e.g., Microsoft Azure, AWS, Google Cloud).
- o Cloud infrastructure management.

**7. Project Management:**

- o Managing IT projects (e.g., system upgrades, migrations).
- o Timely delivery of milestones.

**8. Reporting and Documentation:**

- o Regular reporting on system performance, incidents, and resolutions.
- o Comprehensive documentation of IT processes and procedures.

## **Proposal Requirements**

Interested vendors are requested to submit the following:

**1. Company Overview:**

- o Brief introduction to your company, including relevant experience in providing IT services to local governments.

**2. Technical Approach:**

- o Detailed description of your proposed approach to managing our IT infrastructure.
- o Highlight any innovative solutions or best practices you plan to implement.

**3. Qualifications and Experience:**

- o Provide information on your team's qualifications, certifications, and relevant experience.
- o References from similar projects.

**4. Pricing and Cost Structure:**

- o Clear breakdown of costs (monthly or annual).
- o Any additional fees (e.g., emergency support, after-hours maintenance).

## **Evaluation Criteria**

**Proposals will be evaluated based on the following criteria:**

**1. Technical Competence:**

- o Demonstrated expertise in IT services.
- o Ability to meet our specific requirements.

**2. Experience and References:**

- o Successful track record with similar clients.
- o Positive references.

**3. Cost-Effectiveness:**

- o Competitive pricing.
- o Value for money.

**CONTRACT FORMS**

**INSURANCE AND INDEMNIFICATION**

The Contractor shall have in place the following insurance coverage, which will insure against claims that may arise out of or result from the business operations for which the Contractor may be legally liable. All required insurance coverages must be underwritten by insurers allowed to do business in the State of New Jersey and acceptable to the Township. Insurance shall be written for not less than the limits specified in the term of the contract or required by law, whichever may be greater. The Contractor shall not commence work until it has obtained the required insurance required under this section.

**WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE**

During the life of this contract, the Contractor shall procure and maintain Workers' Compensation insurance, including employers' Liability Coverage, in accordance with the statutes of the State of New Jersey.

The Township of Stillwater, including all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and their board members, employees, and volunteers, shall be added as additional insured on the general liability policies with respect to work performed by the insured. A copy of the additional insured endorsement must be attached to the certificate.

Coverage shall be primary to the additional insureds and shall not be contributing with any other insurance or similar protection available to the additional insureds, whether other available insurance be primary, contributing, or excess.

Coverage required under this Agreement shall not be canceled or non-renewed without 30 days' prior written notice from contractor to the Municipality, except where cancellation is for non-payment of premium, then 10 days' prior notice shall be given.

Contractor shall provide the Township at the time the contract is returned to them for execution, Certificate (s) of Insurance, and endorsements evidencing such required coverages. If any of the above coverages expire during the term of this contract, the Contractor shall deliver renewal Certificate( s) to the Township at least ten (10) days prior to the expiration date.

### **COMMERCIAL GENERAL LIABILITY INSURANCE**

Commercial General Liability insurance or its equivalent for bodily injury, personal and advertising injury, and property damage, including loss of use, with minimum limits of:

\$1,000,000 each occurrence;  
\$1,000,000 personal and advertising injury;  
\$2,000,000 general aggregate per project;  
\$2,000,000 products/completed operations aggregate;

This insurance shall include:

- Liability arising from premises operations;

### **BUSINESS AUTOMOBILE LIABILITY INSURANCE**

Business Automobile Liability insurance or its equivalent including applicable No-Fault coverage; with limits of liability not less than \$1,000,000 per accident combined single limit for Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

### **INDEMNIFICATION**

Contractor shall indemnify, save harmless and defend the Township of Stillwater, its elected and appointed officials, its employees, agents, volunteers and others working on behalf of the Township of Stillwater from and against any and all claims, losses, costs, attorney's fees, damages, or injury including death and/or property loss, expense claims or demands arising out of Contractor's operations, including all suits or actions of every kind or description brought against the Township of Stillwater, either individually or jointly with Contractor for or on account of any damage or injury to any person or persons or property, caused or occasioned or alleged to have been caused by, or on account of, any of the activities conducted by Contractor, through any negligence or alleged negligence or through any act, omission or fault or alleged act, omission or fault of the Contractor its employees, agents, volunteers, subcontractors or others under the direction, control or under any contractual relationship with the Contractor.

### **CONTRACT**



A proposed contract shall be submitted with the vendor's proposal that shall be considered for award.

## BID PROPOSAL

HAVING CAREFULLY READ THE PROPOSAL, SPECIFICATIONS, AND INSTRUCTIONS TO BIDDERS, THE UNDERSIGNED HEREBY AGREES TO PROVIDE **INFORMATION TECHNOLOGY CONSULTANT AND SERVICES FOR THE TOWNSHIP OF STILLWATER, COUNTY OF SUSSEX, NEW JERSEY.**

THE PERIOD OF THE CONTRACT SHALL BE FOR A PERIOD OF ONE YEAR WITH 2 ONE-YEAR EXTENSIONS AUTHORIZED BY THE GOVERNING BODY. THIS CONTRACT SHALL BE AWARDED BY RESOLUTION OF THE GOVERNING BODY ON THE BASIS OF WHAT IS MOST ADVANTAGEOUS TO THE BOROUGH, PRICE, AND OTHER FACTORS CONSIDERED.

*ATTACH PROPOSAL*

NAME OF BIDDER: \_\_\_\_\_

\_\_\_\_\_  
Name of Corporation or Partnership (print)

\_\_\_\_\_  
Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State and Zip Code

\_\_\_\_\_  
Telephone Number/Fax Number

\_\_\_\_\_  
Attested by

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print or Type Name and Title

## BIDDER'S DATA SHEET

QUALIFICATIONS: Bidders shall have the capability and capacity in all respects to fulfill the contractual requirements to the satisfaction of the Township.

Indicate the length of time you have been in business as a company providing the type of goods and services required for this contract.

\_\_\_\_\_ years          \_\_\_\_\_ months

Provide a list of five (5) customers to whom the bidder has provided the service bid during the past five (5) years.

Name, Address, Phone Number and Contact Person

1.

2.

3.

4.

5.

**TOWNSHIP OF STILLWATER  
ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA**

**The undersigned Bidder hereby acknowledges receipt of the following addenda:**

Addendum Number: _____	Date: _____
Addendum Number: _____	Date: _____
Addendum Number: _____	Date: _____
Addendum Number: _____	Date: _____

**OR**

**The undersigned Bidder has received no addenda.**

Acknowledged for: \_\_\_\_\_  
Name of Bidder

By: \_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title



**STOCKHOLDER DISCLOSURE CERTIFICATION**  
**This Statement Shall Be Included with Bid Submissions**

- ☐ I certify that the list below contains the names and home addresses for all stockholders, members, or partners holding 10% or more of the issued and outstanding stock (in the case of a corporation) or holding 10% or greater interest (in the case of a limited liability company, partnership, or sole proprietorship) of the undersigned. In accordance with NJS.A. 52:25-24.2 (If additional space is needed, information may be provided on an additional sheet which shall be executed and notarized in the manner set forth below)
- ☐ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned OR no one member, partner, or person holds a 10% or greater interest in the undersigned.
- ☐ Partnership  
☐ Corporation  
☐ Sole Proprietorship  
☐ LLC  
☐ Other

**PLEASE CHECK THE APPROPRIATE BOX ABOVE AND SIGN BELOW.**

10% or Greater Interest Holders

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

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

\_\_\_\_\_

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

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

\_\_\_\_\_

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

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

\_\_\_\_\_

Subscribed and sworn before me  
This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
(Print Name & Title of Affiant)

\_\_\_\_\_  
(Notary Public)  
My Commission Expires:

\_\_\_\_\_  
(Corporate Seal)

## NON-COLLUSION AFFIDAVIT

State of New Jersey  
County Of Sussex

I, \_\_\_\_\_ residing in \_\_\_\_\_  
(Name of Affiant) (Name of Municipality)

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

I am \_\_\_\_\_ of the firm of \_\_\_\_\_  
(Title Position) (Name of Firm)

The bidder making this Proposal for the bid proposal entitled, "INFORMATION TECHNOLOGY CONSULTANT AND SERVICES FOR THE TOWNSHIP OF STILLWATER, COUNTY OF SUSSEX" 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 for 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 Township of Stillwater 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 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

\_\_\_\_\_  
(Affiant)

Subscribed and sworn before me

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
(Print name & title of affiant)

\_\_\_\_\_  
(Notary Public)

My Commission Expires:

\_\_\_\_\_  
(Corporate Seal)

**REQUIRED EVIDENCE AFFIRMATIVE ACTION REGULATIONS**  
**P.L. 1975, C. 127 (N.J.A.C. 17:27)**

If awarded a contract, all procurement and service contractors will be required to comply with the requirements of N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127), N.J.A.C. 17:27 et seq. After the notification of the award but prior to executing the contract, the contractor must present one of the following to the Township Clerk:

1. A photocopy of a valid letter from the U.S. Department of Labor that the contractor has an existing federally-approved or sanctioned Affirmative Action Plan (good for one year from the date of the letter).

OR

2. A photocopy of an approved Certificate of Employee Information report.

OR

3. An Affirmative Action Employee Information Report (Form AA302).

NO FIRM MAY BE ISSUED A CONTRACT UNLESS IT COMPLIES WITH THE AFFIRMATIVE ACTION REGULATIONS OF N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127) N.J.A.C 17:27 et seq.

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The following questions must be answered by all bidders:

1. Do you have a federally approved or sanctioned Affirmative Action Plan?  
YES \_\_\_\_ NO \_\_\_\_ if yes; please submit a copy of such approval.
2. Do you have a Certificate of Employee Information Report Approval?  
YES \_\_\_\_ NO \_\_\_\_ if yes; please submit a copy of such certificate.

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

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

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

NOTE: A contractor's bid must be rejected as non-responsive if a contractor fails to comply with the requirements of P.L. 1975, C. 127, within the time frame.

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

The CONTRACTOR and the OWNER do hereby agree that the provisions of Title II of the Americans with Disabilities Act of 1990 (the "Act") (42 U.S.C. 12101 et. seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs and activities provided by or made available by public entities, and the rules and regulations promulgated pursuant thereunto, are made a part of the 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 proceedings commenced pursuant to this Act. The CONTRACTOR shall indemnify, protect, 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 violations.

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 grievance procedure, the CONTRACTOR agrees to abide by any decisions of the OWNER which is rendered pursuant to said grievance procedures. If any action or administrative proceedings result 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 procedures, 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 in written notice thereof to the CONTRACTOR along with full and complete particulars of the claim. If any action or administrative proceedings are brought against the OWNER or any of the 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 provision of this indemnification clause shall in no way limit the CONTRACTOR'S obligations assumed in the 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.



**BIDDER'S AFFIDAVIT INDICATING THEY ARE NOT DEBARRED, SUSPENDED  
AND DISQUALIFIED BY THE STATE OF NEW JERSEY**

**TOWNSHIP OF STILLWATER  
COUNTY OF SUSSEX**

I, \_\_\_\_\_ of the City of \_\_\_\_\_  
In the County of \_\_\_\_\_ and the State of \_\_\_\_\_  
Of full age, being duly sworn according to law on my oath depose and say that:

I am \_\_\_\_\_, an officer of the firm of Proposal for the above named work, and that I execute the said proposal with full authority to do so; that said bidder at the time of making of this bid is not included on the State of New Jersey, Department of the Treasury, Division of Property Management & Construction List of Debarred, Suspended and Disqualified bidders and that all statements contained in this said Proposal and in this Affidavit are true and correct, and made with full knowledge that the Township relies upon the truth of the statements contained in said Proposal and in the statements contained in the Affidavit in awarding the contract for said work.

The undersigned further warrants that should the name of the firm making this bid appear on the State Treasurer's List of Debarred, Suspended and Disqualified Bidders at any time prior to the life of this contract, including the Guarantee Period, that the Township of Stillwater shall be immediately so notified by the signatory of the Eligibility Affidavit.

The undersigned understands that the firm is making the bid as a Contractor is subject to debarment, suspension and/or disqualification in contracting with the State of New Jersey and the Department of Environmental Protection if the contractor, pursuant to N.J.A.C. 7:1-52, commits any of the acts listed therein, and as determined according to applicable law and regulations.

Name of Contractor: \_\_\_\_\_  
(Type or Print)

\_\_\_\_\_  
Signature/Title

Subscribed and sworn before me this  
\_\_\_\_\_ Day of \_\_\_\_\_, 20\_\_\_\_

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

My commission expires: \_\_\_\_\_, 20\_\_\_\_

## STANDARD BID DOCUMENTS

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

Pursuant to N.J.S.A. 52:32-60.1, et seq. ([L. 2022, c. 3](#)) any person or entity (hereinafter "Vendor") that seeks to enter into or renew a contract with a State agency for the provision of goods or services, or the purchase of bonds or other obligations, must complete the certification below indicating whether or not the Vendor is identified on the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, available here: <https://sanctionssearch.ofac.treas.gov/>. If the Department of the Treasury finds that a Vendor has made a certification in violation of the law, it shall take any action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

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

(Check the Appropriate Box)

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

OR

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

OR

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

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(Attach Additional Sheets If Necessary.)

\_\_\_\_\_  
Signature of Vendor's Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name and Title of Vendor's Authorized Representative

\_\_\_\_\_  
Vendor's FEIN

\_\_\_\_\_  
Vendor's Name

\_\_\_\_\_  
Vendor's Phone Number

\_\_\_\_\_  
Vendor's Address (Street Address)

\_\_\_\_\_  
Vendor's Fax Number

\_\_\_\_\_  
Vendor's Address (City/State/Zip Code)

\_\_\_\_\_  
Vendor's Email Address

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

## **DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

### **PART 1: CERTIFICATION**

**BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.**

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

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the State of New Jersey, Department of Treasury, Division of Purchase and Property website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders must review this list prior to completing the certification below. Failure to complete the certification may render a bidder's bid proposal non-responsive. If the Township of Stillwater (the "Township") determines that a person or entity has submitted a false certification concerning its engagement in investment activities in Iran pursuant to section 4 of P.L. 2012, c.25 (C.52:32-58}, the local contracting unit shall report to the New Jersey Attorney General the name of that person or entity, and the Attorney General shall determine whether to bring a civil action against the person to collect the penalty prescribed in paragraph (1) of subsection a. of section 5 of P.L. 2012, c.25 (C.52:32-59). The Township may also take action as may be appropriate, and provided by law, rule, or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default, and seeking debarment or suspension of the party.

#### **PLEASE CHECK THE APPROPRIATE BOX:**

- ☐ I certify, pursuant to Public Law 2012 c.25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012 c.25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above, and I 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.



## **DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

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

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

**PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, ATTACH ADDITIONAL PAGES.**

Name \_\_\_\_\_ Relationship to  
Bidder/Offeror \_\_\_\_\_

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

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

Bidder/Offeror Contact Name \_\_\_\_\_  
Contact Phone Number \_\_\_\_\_

#### **Certification:**

I, being duly sworn upon my oath, hereby represent 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 Township 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 Township to notify the Township 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 Township and that the Township at its option may declare any contract(s) resulting from this certification void and unenforceable.

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.

Bidder: \_\_\_\_\_

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

Print Name: \_\_\_\_\_

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

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

## **BID DOCUMENT CHECK LIST**

### **REQUIRED BY OWNER**

### **READ, INITIAL & SUBMITTED**

- |  |       |
|--|-------|
| 1. Completed and Signed Proposal Page(s)   | _____ |
| 2. Corporate Disclosure Statement<br>Pursuant to N.J.S.A. 40A:11-16  | _____ |
| 3. Acknowledgment of receipt of addenda<br>or revisions (if any)   | _____ |
| 4. Insurance & Indemnification   | _____ |
| 5. Non-Collusion Affidavit<br>(this form must be notarized)  | _____ |
| 6. Affirmative Action Affidavit  | _____ |
| 7. Bidder's Affidavit indicating they are not Disbarred,<br>Suspended or Disqualified by the State of New Jersey | _____ |
| 8. Investment Activities in Iran   | _____ |
| 9. Board of Health or Other Licenses and<br>Certifications.  | _____ |
| 10. State of New Jersey Sales and Use Tax  | _____ |
| 11. Bidders Qualification/Data   | _____ |

**SIGNATURE: The undersigned hereby acknowledges reading and has submitted the above-listed requirements**

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

Signed By: \_\_\_\_\_

Print Name and Title: \_\_\_\_\_

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