



**BOROUGH OF ATLANTIC HIGHLANDS
REQUEST FOR PROPOSAL
HARBOR COMMISSION ATTORNEY**

The Harbor Commission of the Borough of Atlantic Highlands, a municipal corporation with its Borough Hall at 100 First Avenue, Atlantic Highlands, New Jersey, 07716 through a fair and open process in accordance with N.J.S.A. 19:44A-20.5 is soliciting proposals from qualified attorneys for the appointment and position of Harbor Commission Attorney for the calendar year 2020. The Harbor Commission / Borough will be appointing one attorney for the position/appointment.

POSITIONS/APPOINTMENTS

The position of Harbor Commission Attorney generally includes providing legal work and representation of the Harbor Commission generally as outlined in Borough Codes as they pertain to the Atlantic Highlands Municipal Harbor/Marina which is located in the Borough of Atlantic Highlands, NJ. The position of Harbor Commission Attorney provides that for a fixed salary the attorney shall perform the following:

- (a) Attendance at regularly and specially scheduled Harbor Commission meetings, being approximately 12 regularly scheduled meetings and special meetings as required.
- (b) Conferences with the Borough Administrator, Harbor Manager and other personnel in the Borough involving services of a usual nature and not specifically set forth as other services as set forth in the Legal Services Agreement.
- (c) Preparation of resolutions as directed by the Administrator, Harbor Manager and/or the Harbor Commission Chairperson.
- (d) Preparation of routine reports regarding the status of Harbor matters as required.
- (f) Preparation of Borough ordinances of a usual general nature unless of a nature or extent described in the Legal Services Agreement.
- (g) Routine review of correspondence, contracts, performance guarantees and files in relation to miscellaneous questions of a usual nature and not amounting to other services.

The position of Harbor Commission Attorney shall be a one-year appointment for the calendar year 2020 or until the successor is appointed. The quotation is sought for a fixed salary, for which the above general routine legal services and attendance at meetings will be provided. In addition, provide a quotation of an hourly rate for other legal services of an extraordinary nature pursuant to which the attorney shall be considered and compensated at hourly rate plus out-of-pocket expenses for the litigation and specialized legal services generally outlined generally as follows:

- (a) Representation of the Harbor Commission or its officials in litigation or administrative matters including collections.
- (b) Miscellaneous conferences, research and preparation of extraordinary legal memoranda involving projects, topics and ordinances (including conferences in connection therewith) which require extensive additional time, research and preparation, including but not limited to, projects of a real estate, engineering, construction, zoning, planning in nature and/or specific fields as required by the nature of the Borough Harbor.
- (c) Such other matters as may be assigned by the Borough Administrator or as may be requested by the Harbor Manager or the Chairperson of the Harbor Commission including collections work.

The present salary for the Harbor Commission Attorney is \$12,000, with other legal services compensated at \$125 per hour for attorney time and \$50 per hour for paralegal time plus out-of-pocket costs.

EVALUATION

Proposals will be evaluated by the Harbor Commission on the basis of the most advantageous, with due consideration to the qualifications, experience and quotations submitted and the other factors and criteria. The compensation proposal will be considered but will not be the controlling factor. The evaluation will generally consider the following criteria:

- (a) Experience and reputation in the general field of Municipal Law, Contract Law, Collections Law and in the representation of public entities, municipalities, and/or public employees in administrative proceedings and litigation in various areas relevant to municipal government and contract law. As a minimum qualification, the attorney should have at least 8 years experience as an attorney actively representing municipalities, public entities and/or other Harbor Commissions in the State of New Jersey. The Harbor Commission will evaluate the attorney's experience in various areas of municipal law, contract law and litigation experience representing public entities/municipalities, including but not limited to the following areas: contract law and litigation, tort claim defense of public entities, public contract litigation, public contract, public employees, personnel issues, negotiation for and acquisition of property of behalf of public entities for public purposes and/or open space, including litigation related thereto.
- (b) Knowledge of the Harbor Commission legal matters. The Harbor Commission will give due weight to the familiarity of the responding attorney with on-going litigation and legal matters to include the capability and ability of the attorney/firm to continue such matters and costs and difficulties to be incurred, and the benefits obtained by reason of continuity in such litigation.

- (c) Availability to accommodate the legal needs of the Harbor Commission. As reasonable accessibility is relevant consideration, the attorney should have an office within reasonable distance to the Borough of Atlantic Highlands. The position requires regular contact with Harbor and Borough officials. The responding attorney should provide details as to its office being staffed and responsive, and reasonably accessible to the Harbor Commission and the Borough, with sufficient support staff to adequately provide services.
- (d) Compensation proposal: As noted, the responding attorney should provide a proposal providing a fixed salary quotation for the Harbor Commission Attorney services, and a per hour fee quotation for the other legal services.
- (e) Ethics Issues: As integrity and ethics are considerations, the responding attorney must certify that the attorney has never been reprimanded, censured, or suspended by the Supreme Court for ethics infractions. An attorney who has been reprimanded, censured, or suspended is disqualified.
- (f) Confidential Position: As the position of attorney is a confidential position, the Harbor Commission, to the extent permitted by law, may consider such factors as potential conflicts arising with the attorney/law firm and/or clients that are represented by the attorney/law firm.
- (g) Other factors in the best interest of the Borough of Atlantic Highlands.

PROPOSALS

Proposals must be in writing and should include the following:

- (a) The name of the attorney seeking the position and the law firm the attorney is affiliated. The resume and/or a detailed summary of the attorney's experience and qualifications relevant to the positions, including a detailed statement of the attorney current and past professional experience, appointment/positions, important or relevant cases and case citations, and work relative to the positions and the periods during which such positions or cases were performed.
- (b) A description of the location and facilities that the attorney will be available at and providing services from, and the staff regularly at that office/facility.
- (c) The names of other attorneys in the attorney's law firm.
- (d) A statement certifying that the responding attorney has never been reprimanded, censured, or suspended for ethics violations.
- (e) Compensation proposal: being a fixed salary quotation for Harbor Commission Attorney and a per hour rate quotation for other legal services.

- (f) Statement setting forth Malpractice Coverage.
- (g) A copy of the attorney's business registration certificate and certificate of employee information report issued by the State.

PROPOSAL SUBMISSION

The Proposal (1 in print hard copy original and an electronic transmission to ahubeny@ahnj.com AND clerk@ahnj.com) must be received by the Atlantic Highlands Borough Clerk's office, 100 First Avenue, Atlantic Highlands, New Jersey 07716, in a sealed envelope marked "Borough Attorney" on or before Thursday, December 5, 2019 at 11:00 a.m. Proposals submitted by facsimile or without a hard copy original will not be accepted. Late proposals will be rejected. Proposals will be publicly opened in the Court Room at Atlantic Highlands Borough Hall on Thursday, December 5, 2019 at 11:00 a.m.

After receipt the Atlantic Highlands Harbor Commission will review and evaluate the proposals and qualifications. In the absence of unusual circumstances, the Harbor Commission anticipates adopting a resolution appointing the Harbor Commission Attorney on January 8, 2020 at its reorganization meeting.

The Borough reserves the right to reject any and all proposals and waive any informality or non-conformity in any submission to the extent that it is lawful and in the best interest of the Harbor Commission of the Borough of Atlantic Highlands. To the extent permitted by law, the Borough reserves the right to negotiate with qualified attorneys after the submission of proposals as to compensation and terms.

TRUTH IN CONTRACTING

Each vendor should be aware of the following statutes that represent "truth in contracting" laws:

- N.J.S.A. 2C:21-34, et seq. governs false claims and representations by vendors. It is a serious crime for the vendor to knowingly submit a false claim and/or knowingly make material misrepresentations.
- N.J.S.A. 2V:27-10 provides that a person commits a crime if said person offers a benefit to a public servant which is a violation of official duty.
- N.J.S.A. 2C:27-11 provides that a vendor commits a crime if said person directly or indirectly confers or agrees to confer any benefit not allowed by law to a public servant
- Vendor should consult statutes or independent legal counsel for further information

INTERPRETATION AND ADDENDA

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

No oral interpretation and / or clarification of the meaning of the Scope of Services will be made to any Vendor. Such request shall be in writing, addressed to the Borough Administrator, Borough of Atlantic Highlands, 100 First Avenue, Atlantic Highlands, NJ 07716. In order to be given consideration, a written request must be received at least seven (7) business days prior to the date fixed for the opening of the proposal for goods and services.

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

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

INSURANCE AND INDEMNIFICATION

The Vendor shall be required to have the following insurance coverage. Said coverage shall be applicable to this proposal and be made a part of the proposal documents:

INSURANCE REQUIREMENTS

X Worker's Compensation Insurance

Workers Compensation insurance shall be maintained in full force during the life of the contract, covering all employees engaged in performance of the contract pursuant to N.J.S.A. 34:15-12(a) and N.J.A.C. 12:235-1.6.

X General Liability Insurance

The Vendor shall furnish evidence to the Borough of Atlantic Highlands prior to the work he/she or any of his/her subcontractors perform and will provide Standard Vendor's Liability for any operations to be performed by vendor or subcontractors as follows:

General liability insurance shall be provided with limits of not less than \$1,000,000 for any occurrence and \$1,000,000 aggregate for bodily injury and property damage, coverage shall be maintained in full force during the life of the contract.

X Professional Liability Insurance

Professional liability insurance covering Vendor for claims arising from its representation of the municipality with limits of not less than \$1,000,000 for any one occurrence, which shall be claim based, and coverage shall be maintained in full force during the life of the contract.

CERTIFICATES OF THE REQUIRED INSURANCE

Certificates of Insurance for those policies required shall be with an insurance company authorized to do business in the State of New Jersey and shall name the Borough of Atlantic Highlands as an additional insured.

Self-insured Vendors shall submit an affidavit attesting to their self-insured coverage and shall name the Borough of Atlantic Highlands as an additional insured.

STATUTORY AND OTHER REQUIREMENTS

MANDATORY AFFIRMATIVE ACTION CERTIFICATION

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. The following information summarizes the full, required regulatory text, which is included as Appendix A of this proposal Scope of Services.

- Goods and Services (including professional services) Contracts

AMERICANS WITH DISABILITIES ACT OF 1990

Discrimination on the basis of disability in contracting for the purchase of goods and services is prohibited. Vendors are required to read Americans with Disabilities language that is included as Appendix B of this Scope of Services and agree that the provisions of Title II of the Act are made a part of the contract. The Vendor is obligated to comply with the Act and to hold the Borough of Atlantic Highlands harmless.

STOCKHOLDER DISCLOSURE

N.J.S.A. 52:25-24.2 provides that no corporation or partnership shall be awarded any contract for the performance of any work or the furnishing of any goods and services, unless, prior to the receipt of the proposal or accompanying the proposal of said corporation or partnership, Vendors shall submit a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own ten percent or more of its stock of any class, or of all individual partners in the partnership who own a ten percent or greater interest therein. The included Statement of Ownership (P-2) shall be completed and attached to the proposal. This requirement applies to all forms of corporations and partnerships, including, but not limited to, limited partnerships, limited liability corporations, limited liability partnerships and Subchapter S corporations. Failure to submit a stockholder disclosure document shall result in rejection of the proposal.

PROOF OF BUSINESS REGISTRATION

N.J.S.A. 52:32-44 requires that each Vendor (Vendor) submit proof of business registration with the proposal. Proof of registration shall be a copy of the Vendor's Business Registration Certificate (BRC). A BRC is obtained from the New Jersey Division of Revenue. Information on obtaining a BRC is available on the internet at www.nj.gov/njbgs or by phone at (609) 292-1730. N.J.S.A. 52:32-44 imposes the following requirements on Vendors and all subcontractors that **knowingly** provide goods or perform services for a Vendor fulfilling this contract:

Failure to submit proof of registration within three (3) days of award for this proposal requires mandatory rejection of a proposal as a non-waivable defect.

PAY TO PLAY

Starting in January 2007, 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.

Businesses are further required to comply with all local ordinances regarding contribution limits for publicly contracted entities. Business entities are obligated to become familiar with their obligations under the local ordinances prior to submitting proposals for public contracts to the Borough of Atlantic Highlands.

MACBRIDE PRINCIPLES

The bidder must certify pursuant to N.J.S.A. 52:34-12.2 that it either has no ongoing business activities in Northern Ireland and does not maintain a physical presence therein or that it will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principles of nondiscrimination in employment as set forth in N.J.S.A. 52:18A-89.5 and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of their compliance with those principles.

TERMINATION OF CONTRACT

If, through any cause, the Vendor shall fail to fulfill in a timely and proper manner obligations under the contract or if the Vendor shall violate any of the requirements of the contract, the Borough of Atlantic Highlands shall there upon have the right to terminate the contract by giving written notice to the Vendor of such termination and specifying the effective date of termination. Such termination shall relieve the Borough of Atlantic Highlands of any obligation for balances to the Vendor of any sum or sums set forth in the contract. The Borough of Atlantic Highlands will pay only for goods and services accepted prior to termination.

Notwithstanding the above, the vendor shall not be relieved of liability to the Borough of Atlantic Highlands for damages sustained by the Borough of Atlantic Highlands by virtue of any breach of the contract by the Vendor and the Borough of Atlantic Highlands may withhold any payments to the Vendor for the purpose of compensation until such time as the exact amount of the damage due the Borough of Atlantic Highlands from the Vendor is determined.

The Vendor agrees to indemnify and hold the Borough of Atlantic Highlands 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 Borough of Atlantic Highlands under this provision.

In case of default by the Vendor, the Borough of Atlantic Highlands may procure the services from other sources and hold the Vendor responsible for any excess cost.

Continuation of the terms of the contract beyond the fiscal year is contingent on availability of funds in the following year's budget. In the event of unavailability of such funds, the Borough of Atlantic Highlands reserves the right to cancel the contract.

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

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

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

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

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

Any questions regarding this proposal/process should be submitted in writing to Adam Hubeny, Borough Administrator, 100 First Avenue, Atlantic Highlands, NJ 732-291-1444 x 3101.

ADAM HUBENY
Borough Administrator

Contact Information for the respondent:

Name:

Address:

Phone:

Email:

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
(Mandatory Affirmative Action Language)

FOR GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS:

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

The Vendor 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 or sex. Except with respect to affectional or sexual orientation, the Vendor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Such action 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 Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting for the provisions of this nondiscrimination clause.

The Vendor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the Vendor, 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 or sex.

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

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

The Vendor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2 or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

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

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

In conforming with the applicable employment goals, the Vendor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation 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 Vendor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval Certificate of Employee
Information Report Employee Information Report Form AA302

The Vendor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance and EEO as may be requested by the Division 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 Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

Vendor initials

AFFIRMATIVE ACTION COMPLIANCE NOTICE
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
GOODS AND SERVICES CONTRACTS
(INCLUDING PROFESSIONAL SERVICES)

This form is a summary of the successful bidder's requirement to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et seq. The successful bidder shall submit to the public agency, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

(a) A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

(b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

OR

(c) A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours.

The successful vendor(s) must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the vendor copy is retained by the vendor.

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. 17:27.1 et seq. 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. 17:27-1 et seq.

COMPANY: _____ **SIGNATURE:** _____

PRINT NAME: _____ **TITLE:** _____

DATE: _____

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

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

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

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

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

Vendor Initials

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

The contractor and the _____ of _____, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

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

Vendors initials

NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Detailed information on this requirement is found in Division of Local Government Services Local Finance Notices 2004-17 (8/6/04), 2004-24 (11/1/04), 2005-12 (4/27/05) and on the Division web site at www.nj.gov/dca/lgs/lpcl.

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302

The contractor and its subcontractors shall furnish such reports or other documents to the Div. of Contract Compliance & EEO 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 Div. of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.+
+

Initials

Name of Form:	BUSINESS REGISTRATION CERTIFICATE
Statutory Reference:	N.J.S.A. 52:32-44 (P.L. 2004, c.57)
Instructions Reference	Statutory and Other Requirements VII-D
Description:	Contractor must provide State Division of Revenue issued Business Registration Certificate with the bid submission.

PLEASE PUT A COPY OF YOUR NEW JERSEY BUSINESS REGISTRATION CERTIFICATE HERE:

NON-COLLUSION AFFIDAVIT

State of New Jersey
County of _____

ss:

I, _____ residing in _____
(name of municipality) (name of affiant)

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 the firm of _____
(title or position) (name of firm)

_____ the bidder making this Proposal for the bid
entitled _____, and that I executed the said proposal with
(title of bid proposal)

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 _____ relies upon the truth of the statements contained in said Proposal
(name of contracting unit)

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
_____.

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)

STATEMENT OF OWNERSHIP DISCLOSURE

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

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

Name of Organization: _____

Organization Address: _____

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

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

Part II

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

OR

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

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

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address

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

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address

of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**

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

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

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

Part IV Certification

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

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

When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

OPS Number: _____

Proposer: _____

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

I certify, pursuant to Public Law 2012, c. 25, that the person or entity listed above for which I am authorized to submit a proposal:

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

AND

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

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

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

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

Name: _____ Relationship to Proposer: _____

Description of Activities: _____

Duration of Engagement: _____ Anticipated Cessation Date: _____

Proposer 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 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 State of New Jersey and that the State at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): _____ Signature: _____

Title: _____ Date: _____

MACBRIDE PRINCIPLES FORM

**BIDDER'S REQUIREMENT: TO PROVIDE A CERTIFICATION
IN COMPLIANCE WITH MACBRIDE PRINCIPLES
AND NORTHERN IRELAND ACT OF 1989**

Pursuant to Public Law 1995, c. 134, a responsible bidder selected, after public bidding, by the Director of the Division of Purchase and Property, pursuant to N.J.S.A. 52:34-12, or the Director of the Division of Building and Construction, pursuant to N.J.S.A. 52:32-2, must complete the certification below by checking one of the two representations listed and signing where indicated. If a bidder who would otherwise be awarded a purchase, contract or agreement does not complete the certification, then the Directors may determine, in accordance with applicable law and rules, that it is in the best interest of the State to award the purchase, contract or agreement to another bidder who has completed the certification and has submitted a bid within five (5) percent of the most advantageous bid. If the Directors find contractors to be in violation of the principles which are the subject of this law, they shall take such 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 certify, pursuant to N.J.S.A. 52:34-12.2 that the entity for which I am authorized to bid:

- has no ongoing business activities in Northern Ireland and does not maintain a physical presence therein through the operation of offices, plants, factories, or similar facilities, either directly or indirectly, through intermediaries, subsidiaries or affiliated companies over which it maintains effective control; or
- will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principles of nondiscrimination in employment as set forth in N.J.S.A. 52:18A-89.8 and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of their compliance with those principles.

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

Signature: _____

Print Name: _____

Title: _____

Firm Name: _____

Date: _____