

**BOROUGH OF HIGHLANDS  
REQUEST FOR PROPOSAL  
GRANT WRITING & CONSULTING SERVICES**

**Date Issued:** December 19, 2013

**Return Date & Time:** December 31, 2013 at 10:00 a.m.

**Return To:** Carolyn Cummins  
Borough of Highlands  
42 Shore Drive  
Highlands, NJ 07732

**REQUEST FOR PROPOSAL FROM INDIVIDUALS AND/OR FIRMS  
INTERESTED IN PROVIDING GRANT WRITING AND CONSULTING SERVICES  
FOR THE BOROUGH OF HIGHLANDS  
FOR THE TIME PERIOD JANUARY 1, 2014 THROUGH DECEMBER 31, 2014**

The Borough of Highlands is seeking proposals from individuals and/or firms interested in providing grant writing and consulting services for the Borough. The Mayor and Council of the Borough of Highlands will select one or more individuals and/or firms to provide said services for the Borough. The selected individuals and/or firms shall be based upon a fair and open process, pursuant to N.J.S.A. 19:44A-20.4, et. seq. and in accordance with the Resolution previously adopted by the Mayor and Council to secure such services through a fair and open process. In order to have a proposal considered by the Mayor and Council an interested individual/firm must provide evidence that they satisfy the minimum requirements for this position, as set forth in Section II of this document and that they otherwise comply with the proposal requirements set forth in the Borough of Highlands's NOTICE AND SOLICITATION OF PROPOSALS section of the Borough's web site.

## **SECTION I                    Scope of Services**

**Grant Writing and Consulting Services — individuals/firms responding to this RFP shall be able to demonstrate that they have the continuing capabilities to provide the following services:**

1. Continually track and seek all appropriate Federal, State and private entity funding sources;
2. Grants/Project management capabilities;
3. Oversight of any administrative services necessary to meet grant requirements;
4. Needs assessment and development of a plan to identify funding sources for entities' objectives;
5. Track State and Federal legislative initiatives pertinent to entities' operations;
6. Attendance at regular, special and emergency meetings of the entities, if required;
7. Attendance at all other meetings that the entities deem necessary;
8. Preparation and/or review of reports and applications as requested by the entities; and
9. Review of all correspondence referred by the entities and preparation of correspondence on behalf of the entities, if requested.

## **SECTION II                    Minimum Qualifications and Response Requirements**

In order for an individual/firm to be considered by the Mayor and Council, interested parties submitting proposals in response to this solicitation must meet the following:

### **A. Minimum Qualifications:**

1. The proposer, and the individuals assigned to provide these services, must demonstrate at least two (2) years' experience providing grant consulting/writing services as it relates to municipal entities in the State of New Jersey;
2. The individual/firm has sufficient staff to satisfy the scope of services described in this proposal; and
3. The individual/firm is in good standing within the State of New Jersey.

### **B. Minimum Requirements for Vendor Responses:**

1. Interested parties wishing to provide a proposal in response to this solicitation shall provide the following minimum information in its proposal, which proposal must be submitted at the location and within the time constraint set forth on page 1 of this document;
2. Proposals should be prepared simply and economically, providing a straight forward concise description of the individuals/firms capabilities to satisfy the requirements of the request. Special bindings, colored displays, promotional materials, etc., are not desired. Emphasis should be on completeness and clarity of content.
3. The full name of the proposer, the principal place of business and, if different, the place where the services will be provided;
4. Name of the key contact person;
5. A description of the business organization (i.e., sole proprietorship, corporation, partnership, joint venture, etc.) of each firm, its ownership and organizational structure;
6. The number of years the organization has been in business under the present name, and the number of years the business organization has been under the current management;
7. Proposer must demonstrate at least two (2) years of experience providing grant consulting/writing services as it relates to municipal entities in the State of New Jersey. Proposer shall provide a listing of all other engagements where services of the type being proposed were provided during the past two calendar years. Contact information for the recipients of the similar services must be provided. The municipality and the board of education may obtain references from any of the parties listed;
8. A description of services that will be provided to both entities, in addition to those set forth in Section I; along with a proposed outline of tasks, products and project schedule, including the number of hours required to complete each task or product;
9. The names, qualifications, professional certifications held, titles, experience and training of all persons who would be assigned to provide the services;
10. A statement that neither the firm nor any individuals assigned to this project have ever been prohibited from working with public entities in the State of New Jersey;
11. A description of any particular area(s) of expertise the proposer or proposer's staff may possess that has not been included in the response provided above;
12. A proposed budget based on the above outline of tasks, products and schedules for the full term of the agreement. Proposers shall submit a cost proposal which would include any proposed retainer, the services to be provided for the retainer, if services will be provided at a flat rate, if all or any services will be billed through

hourly rates and what are the established rate(s). By submission of a qualification statement, proposer acknowledges and agrees to adhere to the fee schedule to be set by the entities at the time of awarding any contract for the subject services.

13. A list and description of all professional liability claims, if any, brought against the applicant during the past five (5) years;
14. Confirmation of any appropriate federal and state licenses to perform activities;
15. Executed Disclosure Statement (form provided);
16. Executed Non-Collusion Affidavit (form provided);
17. Executed Affirmative Action Compliance Notice (form provided);
18. Executed Owner's Disclosure Statement (form provided);
19. Executed Hold Harmless Agreement (form provided);
20. Executed Americans with Disabilities Act of 1990 Language (form provided);
21. Executed Vendor's Information (form provided);
22. Executed Proposer's Affidavit (form provided);
23. Executed Disclosure of Investment Activities in Iran (form provided);
24. Proposer's New Jersey Business Registration Certificate;
25. The applicant shall provide the Borough of Highlands with an original and two (2) copies of its proposal.

### **SECTION III      Basis of Award of Professional Services Contract**

The Borough of Highlands shall award all professional service agreements based upon qualifications, merit, cost competitiveness, references and experience with issues confronting the Borough. The final determination will be based upon the most advantageous price and other factors to the Borough. The specific basis of award will include:

A. Documented evidence that the firm fulfills all of the Minimum Qualifications as listed in Section II, paragraph A., and all of the information required under paragraph B are provided for review and consideration. Number your responses using the sequential order listed in paragraphs A and B of Section II.

B. Technical Criteria:

1. Does the proposal demonstrate a clear understanding of the scope of work and related objectives?
2. Does the proposal document the necessary experience and reputation in the field of grant writing and consulting to successfully provide the services?
3. Does the proposal document the relevance and extent of qualifications, experience, reputation and training of personnel to be assigned?
4. Does the proposal display the proposer's knowledge of the two entities involved as well as the subject matter to be addressed under this engagement?
5. Relevance and extent of similar engagements performed?
6. Is the proposal complete and responsive to the specific requirements?
7. Has successful past performance of the firm and its principals been documented?

C. Management Criteria:

1. How well does the proposed scheduling timelines meet the entities' needs?
2. Does the firm document a record of reliability of timely delivery of deliverables?
3. Does the firm document municipal/State experience?
4. Does the firm document its availability to attend all scheduled/required public and special meetings?
5. To what extent does the firm rely on in-house resources vs. contracted services?
6. Is there the availability of in-house and contract resources documented?
7. Documentation of experience in performing similar work by assigned employees?

8. Does the vendor make use of business capabilities or initiatives that involve women, the disadvantaged, small and/or minority owned business establishments?
9. Does the vendor demonstrate cultural sensitivity in hiring and training staff?

D. Cost Criteria:

1. Relative Cost — How does the cost compare to other similarly scored proposals?
2. Full Explanation — Is the price and its component charges, fees, etc., adequately explained and documented?
3. Does the proposal include quality control and assurance programs?
4. Does the firm have the sufficient financial resources to meet its obligations?

All awards are and shall be subject to the availability of funds for the professional services in the Temporary and/or Final Budgets.

**REQUEST FOR PROPOSAL CHECKLIST**

**THIS CHECKLIST MUST BE COMPLETED AND SUBMITTED WITH YOUR PROPOSAL. PLEASE INITIAL BELOW, INDICATING THAT YOUR PROPOSAL INCLUDES THE ITEMIZED DOCUMENTS. A PROPOSAL SUBMITTED WIHTOUT THE FOLLOWING DOCUMENTS MAY BE REJECTED.**

ITEM	INITIALS
Executed Disclosure Statement (form provided)	
Executed Non-Collusion Affidavit (form provided)	
Executed Affirmative Action Compliance Notice (form provided)	
Executed Owner's Disclosure Statement (form provided)	
Executed Hold Harmless Agreement (form provided)	
Executed Americans with Disabilities Act of 1990 Language (form provided)	
Executed Vendor's Information (form provided)	
Executed Proposer's Affidavit (form provided)	
New Jersey Business Registration Certificate	
Disclosure of Investment Activities in Iran	
Original and two (2) copies of completed package.	

**THE UNDERSIGNED HEREBY ACKNOWLEDGES THE ABOVE LISTED REQUIREMENTS.**

Person, Firm or Corporation submitting Proposal: \_\_\_\_\_

Authorized Agent Name and Title:

Authorized Signature and Date: \_\_\_\_\_

**DISCLOSURE STATEMENT**

The attention of prospective proposer is drawn to the provisions of the Local Government Ethics Law (N.J.S.A. 40A:9-22-1, et seq.) which prohibits a Borough of Highlands Officer or employee or member of his/her immediate family from having an interest in a business organization or engaging in any business transaction, or professional activity which is in substantial conflict with the proper discharge of his/her duties in the public interest.

In furtherance thereof, every proposer must disclose below, being a Borough of Highlands Officer or employee or whether an immediate family member is a Borough of Highlands Officer or employee. If the proposer is a business organization, then disclosure shall be made with respect to anyone having an interest in the business and their immediate family members.

Please answer the following:

Is the proposer or a member of the proposer's immediate family, or anyone having an interest in the proposer's business organization including their immediate family members, an officer or employee of the Borough of Highlands?

NO \_\_\_\_\_ YES \_\_\_\_\_

S \_\_\_\_\_

\* President, Vice President or Signature of  
Authorized Representative

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

\_\_\_\_\_  
Title

If yes, provide the name of the individual and identify the position held, below, and notify in writing, prior to the proposal opening date, to the Borough Clerk, Borough of Highlands, Shore Drive, Highlands, New Jersey 07732. (Kindly attach a copy of the correspondence to this form).

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

NOTE: All terms used herein are to be construed in accordance with their meaning under the Local Government Ethics Law, cited above.

**\* FAILURE TO SIGN THIS AFFIDAVIT BY A DULY AUTHORIZED COMPANY OFFICIAL WILL RESULT IN REJECTION OF THIS PROPOSAL.**

\_\_\_\_\_



**NON-COLLUSION AFFIDAVIT**

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 \_\_\_\_\_, of the firm of \_\_\_\_\_ the  
(Title) (Company Name)

proposer making this Proposal for the above named project, and that I executed the said Proposal with full authority to do so; that said proposer has not, directly or indirectly, entered into an agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive action 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 State of New Jersey, County of Monmouth, Borough of Highlands, 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 fully 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 \_\_\_\_\_  
(Company Name)

S/ \_\_\_\_\_  
\* President, Vice President or  
Signature of Authorized Representative

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

\_\_\_\_\_  
Title

**\* FAILURE TO SIGN THIS AFFIDAVIT BY A DULY AUTHORIZED COMPANY OFFICIAL WILL RESULT IN REJECTION OF THIS PROPOSAL.**

**AFFIRMATIVE ACTION REQUIREMENTS**

BIDDERS ARE REQUIRED TO COMPLY WITH THE REQUIREMENTS OF N.J.S.A. 10:531 et seq. and N.J.A.C. 17:27

**REQUIRED AFFIRMATIVE ACTION EVIDENCE**

PROCUREMENT & SERVICE CONTRACT (which are not subject to a Federally approved or sanctioned affirmative action program). All successful vendors must submit within ten (10) calendar days of the notice of intent to award (Memorandum of Agreement) or the signing of the contract, whichever is sooner, one of the following:

1. A PHOTO COPY OF THEIR FEDERAL LETTER OF AFFIRMATIVE ACTION PLAN APPROVAL.

O R

2. A PHOTO COPY OF THEIR CERTIFICATE OF EMPLOYEE INFORMATION REPORT.

O R

3. A COMPLETED AFFIRMATIVE ACTION EMPLOYEE INFORMATION REPORT (AA302).

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

THE AFFIRMATIVE ACTION AFFIDAVIT FOR VENDORS HAVING LESS THAN FIFTY (50) EMPLOYEES IS NO LONGER ACCEPTABLE.

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 proposal shall be rejected as non-responsive if said vendor 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 NAME: \_\_\_\_\_

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

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

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

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

(REVISED 4/10)

**EXHIBIT A**

**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE  
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)  
N.J.A.C. 17:27**

**GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS**

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

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

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

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

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

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

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

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at <http://www.state.nj.us/treasury/purchase/forms/inf016.pdf>)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

**STATEMENT OF INDIVIDUAL(S) OWNING 10% OR MORE OF  
STOCK OR INTEREST IN THE BIDDER'S BUSINESS ENTITY**

In accordance with N.J.S.A. 52:25-24.2 et seq., no corporation, partnership, limited partnership, limited liability corporation, limited liability partnership, Subchapter S corporation or sole proprietorship, shall be awarded a contract, unless prior to the receipt of the bid or accompanying the bid of the corporation, partnership, limited partnership, limited liability corporation, limited liability partnership, Subchapter S corporation or sole proprietorship, there is submitted to the Borough, a statement setting forth the names and addresses of all stockholders who own ten percent (10%) or more of the stock, of any class or all individual partners who own a ten percent (10%) or greater interest in the corporation, partnership, limited partnership, limited liability corporation, limited liability partnership, Subchapter S corporation or sole proprietorship. If one or more such stockholder or partner is itself a corporation or partnership, the stockholders holding ten percent (10%) or more of that corporation's stock, or the individual partners owning ten percent (10%) or greater interest in that partnership, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every noncorporate stockholder and individual partner, exceeding the ten percent (10%) ownership criteria established in this act has been listed.

_____		_____
Legal Name of Bidder		Date
_____ / _____ / _____		
Street Address	City	State / Zip Code
_____ / _____		
Telephone #	Fax #	e-mail address

**CHECK TYPE OF BUSINESS ENTITY:**

		Date	Where
		Incorporated	Incorporated
<b>Corporation</b>	_____	_____	_____
<b>Limited Liability Corporation</b>	_____	_____	_____
<b>Subchapter S Corporation</b>	_____	_____	_____
<b>Partnership</b>	_____	_____	_____
<b>Limited Partnership</b>	_____	_____	_____
<b>Limited Liability Partnership</b>	_____	_____	_____
<b>Sole Proprietorship</b>	_____	_____	_____

Listed below are the names and address of all stockholders or individuals who own ten (10) percent or more of its stock of any class(es), or who own ten (10) percent or greater interest therein.

Name	Address
_____	_____
Name	Address
_____	_____
Name	Address

If more space is required, continue listing on a separate page and include with bid submittal.  
 \*\*\*\*\*

If no stockholder or partner owns ten percent (10%) or more of the business submitting the bid, please sign and date this form. I certify that no stockholder or partner owns ten percent (10%) or more of the business submitting this bid:

S/ \_\_\_\_\_  
 \_\_\_\_\_  
 President, Vice President or Signature of Authorized Representative                      Date  
 \*\*\*\*\*

**FAILURE TO COMPLETE THIS FORM OR SIGN THE ABOVE STATEMENT BY A DULY AUTHORIZED COMPANY OFFICIAL WILL RESULT IN REJECTION OF THIS PROPOSAL.**

**HOLD HARMLESS AGREEMENT**

BETWEEN:           The Borough of Highlands  
                          42 Shore Drive  
                          Highlands, New Jersey 07732

AND

\_\_\_\_\_  
Contractor's Name

\_\_\_\_\_  
Address — not a post office box

\_\_\_\_\_  
Telephone Number; Fax Number; & e-mail address

It is understood and agreed the Contractor is:

1. An independent Contractor and not an employee of the Borough of Highlands.
2. The Contractor agrees to indemnify and hold harmless the Borough of Highlands, its elected officials, and all of its officers, agents and employees from any and all liability for damages for injury to person and property, including death, and against and from all suits and actions and all costs, damages and charges of whatsoever kind and nature, including attorneys' fees to which the Borough of Highlands may be put for, or on account of, any injury or alleged injury to person, including death, or property, resulting from the performance of the Contractor's operations under this contract, or by or in consequence of any neglect or omission of the part of the Contractor in the performance of operations under this contract, whether such operations, or the absence thereof, be by the Contractor or anyone directly or indirectly employed by the Contractor.
3. The Contractor shall hold the Borough of Highlands harmless for damages to the Contractor's equipment utilized during the term of this contract.

S/ \_\_\_\_\_  
President, Vice President or Signature of Authorized Representative

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

## AMERICANS WITH DISABILITIES ACT

### EQUAL OPPORTUNITY FOR INDIVIDUALS WITH DISABILITIES

The contractor and the Borough of Highlands, (hereafter "Owner") do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S12.101 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 thereto, 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 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 this Agreement or otherwise at law.

S/ \_\_\_\_\_  
President, Vice President or Signature of Authorized Representative

\_\_\_\_\_      \_\_\_\_\_      \_\_\_\_\_  
Print Name                                  Title                                  Date

**VENDOR INFORMATION**

In order to assure that all future correspondence is directed to the correct address, assure proper ordering, expedite future payments, and in accord with I.R.S. regulations, the following information must be provided with this bid.

Name of Business: \_\_\_\_\_  
(Print)

Name of Contact Person: \_\_\_\_\_  
(Print)

Correspondence Address (including zip code):  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Purchase Order Address (including zip code):  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Payment Address (including zip code):  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone Number (including area code): ( \_\_\_\_\_ )  
) Fax Number (including area code): ( \_\_\_\_\_ ) E-

Mail Address:

Employer I.D. # or S.S. #:

**FAILURE TO PROVIDE ALL OF THE ABOVE INFORMATION MAY RESULT IN REJECTION OF THIS BID.**



**BIDDER'S AFFIDAVIT**

**THIS AFFIDAVIT IS PART OF THE PROPOSAL**

State of \_\_\_\_\_

County of \_\_\_\_\_

I, \_\_\_\_\_, certify that I  
(Print Name)

am the \_\_\_\_\_ of the business entity submitting this  
(Title)

bid/proposal; that I have completed and signed all of the required documents; that I am duly authorized to sign the bid/proposal on behalf of the business entity; and that all of the declarations and statements contained in the bid/proposal document are true and accurate to the best of my knowledge and belief.

\_\_\_\_\_  
(Signature of Bidder)

\_\_\_\_\_  
(Date)

NOTARY:

Subscribed and sworn to before me at

this \_\_\_\_\_ day of \_\_\_\_\_ 2013

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

Commission Expires: \_\_\_\_\_

**BOROUGH OF HIGHLANDS**  
**DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

Bidder/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 Borough of Highlands 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 bid/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 Borough of Highlands under penalty of perjury. Failure to provide such will result in the bid/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 and the Borough of Highlands are 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 and the Borough of Highlands to notify the State and the Borough of Highlands 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/or the Borough of Highlands and that the State and the Borough of Highlands may at its option may declare any contract(s) resulting from this certification void and unenforceable.

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

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