

ISELIN FIRE DISTRICT NO. 9

REQUEST FOR PROPOSALS FOR

IT SUPPORT SERVICES

CONTRACT TERM

AUGUST 13, 2024, THROUGH AUGUST 12, 2025
(WITH TWO ONE (1) YEAR RENEWAL OPTIONS)

SUBMISSION DEADLINE

3:00 PM

SEPTEMBER 13, 2024

ADDRESS ALL PROPOSALS TO:

BOARD OF FIRE COMMISSIONERS
FIRE DISTRICT 9
1222 GREEN STREET
ISELIN, NJ 08830

ATTN: MARIA J. RIVERA, RPPS, QPA, PACO
PURCHASING AGENT

**Middlesex County
Iselin, Fire District No. 9**

NOTICE FOR REQUEST FOR PORPOSALS

Notice is hereby given that sealed Proposals will be received by the Iselin Fire District No. 9 (the "Fire District"), 1222 Green Street, Iselin, NJ 08830, on **September 13, 2024**, at **3:00 PM** prevailing time for the services listed below, at which time they will be opened in public:

IT SUPPORT SERVICES

This Request for Proposals (RFP) is issued in accordance with the requirements of a fair and open process pursuant to N.J.S.A. 19:44A-20.4 et seq.

The RFP documents may be obtained from Maria J. Rivera, Purchasing Agent, via email at purchasingd9@yahoo.com between the hours of 9:00 a.m. and 5:00 p.m. Monday through Friday, or can be downloaded from the Fire District's website: <https://www.iselinfire.com/>.

An **original and one (1) digital copy on a flash drive (clearly identify the flash drive)** of proposals in response to this RFP must be submitted to the Iselin Fire District No. 9, Division of Purchasing, Attn: Maria J. Rivera RPPS, QPA, Purchasing Agent, Fire District Hall, 1222 Green Street, Iselin, NJ 08830, prior to the date and time set forth above. At the above place and time, proposals received shall be opened, and the names of all respondents and their respective price proposals shall be announced in public.

Proposals must be submitted in a sealed envelope, clearly marked on the outside with the words "**RFP for IT Support Services**".

Respondents are required to comply with the requirements of P.L. 1975, c.127. (Affirmative Action Program, Equal Employment Opportunity).

The Iselin Fire District No. 9 reserves the right to consider submitted proposals for sixty (60) days after receipt thereof, and further reserves the right to reject any and all proposals, waive informalities, and make an award or take any other action as may be in the best interest of the Fire District, consistent with applicable law.

Maria J. Rivera, RPPS, QPA
Purchasing Agent
1222 Green Street
Iselin, NJ 08830
purchasingd9@yahoo.com
848-203-6281

Advertisement Date: August 18, 2024.

GLOSSARY

The following definitions shall apply to and are used in this Request for Proposals:

1. **"Fire District"** – refers to the Iselin Fire District No. 9. **"Proposal"** – refers to a complete response to this RFP submitted by a Respondent.
2. **"Respondent" or "Respondents"** – refers to the interested firm(s) that submits a response to the RFP.
3. **"RFP"** - refers to this Request for Proposals, including any amendments or supplements thereto.

GENERAL INFORMATION & SUMMARY

A. ORGANIZATION REQUESTING PROPOSAL

BOARD OF FIRE COMMISSIONERS
ISELIN FIRE DISTRICT NO. 9
1222 GREEN STREET
ISELIN, NJ 08830

B. CONTACT PERSON

MARIA J. RIVERA, RPPS, QPA
PURCHASING AGENT
PURCHASING DEPARTMENT
848-203-6281

C. PURPOSE OF REQUEST

The Iselin Fire District No. 9 is requesting proposals from qualified Information Technology Support Services Iselin Fire District No. 9. The successful bidder will provide this service to the Board of Commissioners - Iselin Fire District No. 9.

D. BACKGROUND

The Iselin Fire District No. 9 provides fire protection and emergency services to the Iselin community. To support its operations, the Fire District relies on a range of IT systems and services. The Fire District is seeking a vendor to provide ongoing IT support and management services to ensure the reliable and efficient operation of its technology infrastructure.

E. PERIOD OF CONTRACT

September 17, 2024, through September 16, 2025 with a renewal option of a two (2) one (1) year extensions.

F. CONTRACT FORM

The successful proposer shall be required to execute the Fire District's form contract. A complete copy of a draft Fire District form contract is available upon request.

It is also agreed and understood that the acceptance of the final payment by Contractor shall be considered a release in full of all claims against the Fire District arising out of, or by reason of, the work done, and materials furnished under this Contract.

G. CONDITIONS APPLICABLE TO RFP

Upon submission of a Proposal in response to this RFP, the Respondent acknowledges and consents to the following conditions relative to the submission, review and consideration of its Proposal:

- a) All costs incurred by the Respondent in connection with responding to this RFP shall be borne solely by the Respondent.
- b) The Fire District reserves the right (in its sole judgment) to reject for any reason, consistent with law, any and all responses to the RFP.
- c) The Fire District reserves the right (in its sole judgment) to reject any Respondent that submits incomplete responses or a Proposal that is not responsive to the requirements of this RFP.
- d) The Fire District reserves the right, without prior notice, to supplement, amend, or otherwise modify this RFP, or otherwise request additional information.
- e) All Proposals shall become the property of the Fire District and will not be returned.
- f) All Proposals will be made available to the public in accordance with law.
- g) The Fire District may request Respondents to send representatives to the Fire District for interviews.
- h) Neither the Fire District, nor its staff or consultants, shall be liable for any claims or damages resulting from the solicitation or preparation of the Proposal, nor there any reimbursement to Respondents for the cost of preparing and submitting a Proposal or for participating in this procurement process.
- i) Respondents are advised of the responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-20.13 (P.L. 2005, c.271, s.3) if the Respondent receives contracts in excess of \$50,000 from public entities in a calendar year. It is the Respondent's responsibility to determine if filing is necessary. Additional information on this requirement is available from ELEC at (888) 313-3532 or at www.elec.state.nj.us.

H. RIGHTS OF FIRE DISTRICT

The Fire District reserves, holds and may exercise, at its sole discretion, the following rights and options

with regard to this RFP and the procurement process in accordance with the provisions of applicable law:

- a) To determine that any Proposal received complies or fails to comply with the terms of this RFP.
- b) To supplement, amend or otherwise modify the RFP through issuance of addenda to all prospective Respondents who have received a copy of this RFP.
- c) To waive any technical non-conformance with the terms of this RFP.
- d) To change or alter the schedule for any events called for in this RFP upon the issuance of notice to all prospective Respondents who have received a copy of this RFP.
- e) To conduct investigations of any or all of the Respondents, as the Fire District deems necessary or convenient, to clarify the information provided as part of the Proposal, and to request additional information to support the information included in any Proposal.
- f) To suspend, abandon or terminate the procurement process described in this RFP at any time. If abandoned or terminated, the Fire District may determine to commence a new procurement process or exercise any other rights provided under applicable law without any obligation to the Respondents.

The Fire District shall be under no obligation to complete all or any portion of the procurement process described in this RFP.

I. ADDENDA OR AMENDMENTS TO RFP

During the period provided for the preparation of responses to the RFP, the Fire District may issue addenda, amendments or clarifications to written inquiries. Those addenda will be noticed by the Fire District and will constitute a part of the RFP. All responses to the RFP shall be prepared with full consideration of the addenda issued prior to the proposal submission date.

J. COST OF PROPOSAL PREPARATION

Each Proposal and all information required to be submitted pursuant to the RFP shall be prepared at the sole cost and expense of the Respondent. There shall be no claims whatsoever against the Fire District, its staff or consultants for reimbursement for the payment of costs or expenses incurred in the preparation of the Proposal or other information required by the RFP.

K. CONTENT AND FORM OF PROPOSAL RESPONSE

- a) **Proposal Format.** Proposal content and completeness will be important criteria in the evaluation process. In order to streamline the evaluation process and insure that all proposals are evaluated on an equal basis, it is required that Proposals adhere to the standard format outlined below for presentation of the requested information.
- b) **Section/Title**
 - 1) Letter of Transmittal

- 2) Qualifications
 - 3) Experience of the Firm
 - 4) Key Personnel
 - 5) Fee Proposal and other Proposal Checklist Forms
- c) **Proposal Content** - Letter of Transmittal (Section 1) - The Respondent must provide a Letter of Transmittal signed by the individual who is authorized to commit the firm to the Scope of Services of this RFP. This letter must incorporate the following:
- 1) An acknowledgment of receipt of this RFP stating that it is understood that all conditions contained in this RFP may be incorporated into any resulting contract.
 - 2) A narrative statement of the Respondent's understanding of the Fire District's needs and goals.
 - 3) A statement that guarantees that the proposal is valid for 90 days from the date of receipt by the Fire District.
 - 4) A statement acknowledging that all information contained in the Proposal is factual and accurate.
 - 5) A statement that the Respondent is in compliance with all applicable affirmative action regulations.
 - 6) A statement acknowledging that the individual signing the letter of transmittal has the authority to commit the firm to all the provisions contained in this RFP and the firm's corresponding Proposal.
 - 7) Respondent must identify any existing or potential conflicts of interest, and disclose any representation of parties or other relationships that might be considered a conflict of interest with regard to this engagement, or to the Fire District.
 - 8) The submission shall be accompanied by Request for Proposals Checklist; Fee Proposal; Executed Letter of Transmittal; Ownership Disclosure Certification; Non-Collusion Affidavit; Request for References; Mandatory Equal Employment Opportunity Notice Acknowledgement; Respondent's Business Registration Certificate; Professional Services Entity Information Form; Data Form Summary; Respondent's Qualification Statement; Disclosure of Investment Activities in Iran; Disclosure of Investigations and Actions Involving Service Entity; and Acknowledgement of Receipt of Addenda.

d) Qualifications (Section 2)

- a. **Respondent's Experience** - The Respondent must demonstrate the experience and qualifications of the firm. Respondent must provide the following:

- 1) Brief history of the firm; highlight the benefits the firm believes it can contribute to the Fire District.
- 2) An explanation of fields of expertise and reputation in the field.
- 3) An explanation of the respondent's experience (Minimum of 5 years in providing services to public entities) and knowledge in providing IT support services to government units similar in size to the Iselin Fire District No. 9.
- 4) Respondent shall have knowledge, training and experience in all forms of municipal insurance and all other types of insurance products necessary for the Iselin Fire District No. 9.
- 5) An explanation of licensures or certifications held and familiarity and experience with public entities.
- 6) Any other information the Respondent deems pertinent, and which demonstrates an ability to perform the requested services.
- 7) A detailed description of the services to be provided including examples. Clearly outline the approach that the Respondent intends to utilize in providing the services outlined in the Scope of Services.
- 8) Provide at least three (3) client references where the services provided were comparable to those requested in the Scope of Services section of this RFP;
- 9) Identify any existing or potential conflict of interest, or any relationships that might be considered a conflict of interest, that may affect or involve the provisions of services to the Fire District.
- 10) Describe any pending, concluded or threatened litigation, administrative proceedings or federal or state investigations or audits, subpoenas, or other information requests of or involving your firm or the owners, principals or employees thereof during the past three (3) years. Describe the nature and status of the matter and the resolution, if any.
- 11) Provide account retention experience for clients similar to the Fire District 9

e) Experience of Key Personnel

- 1) The Respondent must demonstrate the experience and qualifications of the firm and its professionals who will be performing work for the Fire District. Therefore, Respondent shall provide the following:
- 2) Resumes of the professionals who will be assigned and committed to the Fire District, identifying each professional's status in the firm, i.e., partner, associate, etc., and his or her applicable experience with other governmental agencies of similar size and budget.
- 3) A list of all immediate relatives of Respondent's principal(s) who are Fire District employees or elected officials of the Fire District. For purposes of the above, "immediate relative" means a spouse, parent, stepparent, brother, sister, child, stepchild, direct-line aunt or uncle, grandparent, grandchild, and in-laws by reason of relation.

- 4) Other information Respondent deems pertinent which demonstrates an ability to perform the requested services.

f) Fee Proposal (Section 3)

- 1) Respondents shall provide a fee proposal on a fixed fee basis for services to be provided under this RFP. Fee proposals **MAY NOT** be expressed as a percentage of related costs.
- 2) The Successful Respondent shall fully disclose all fees, incentives, bonuses or reimbursements (collectively, "compensation") received from anyone, including market representatives related to the Successful Respondent's performance IT Support Services on behalf of the Fire District.

L. ANTICIPATED PROCUREMENT SCHEDULE

- a) Advertisement of the Request for Proposals: **August 18, 2024**
- b) Deadline for Submission of Written Questions: **September 4, 2024**
- c) Receipt of Responses: **September 13, 2024**
- d) Completion of Evaluation of Responses: **September 20, 2024**
- e) Award of Contract: **September 23, 2024 (through a special meeting of the Board of Commissioners).**

M. ISELIN FIRE DISTRICT NO. 9 FACTS AND FIGURES

The Iselin Fire District No. 9 is a municipal government entity. The Fire District was founded in 1922, and operates pursuant to N.J.S.A. 40A:61-1 et seq.

The Fire District's population is approximately 105,000 and it consists of approximately 27 square miles of area.

N. NATURE/ SCOPE OF SERVICES

The Iselin Fire District No. 9 is requesting proposals from qualified Medical Agencies/Companies to provide medical services specifically, pre-employment screening, physicals.

The Proposer will be required to perform all, but not be limited to, the following services:

Scope of Services - The selected vendor will be responsible for the following IT support services:

a) Network Management:

- 1) Monitoring and maintaining the Fire District's network infrastructure.

2) Troubleshooting network issues and providing solutions.

b) Hardware and Software Support:

- 1) Installing, configuring, and maintaining hardware and software.
- 2) Providing technical support and resolving hardware and software issues.

c) Cybersecurity:

- a. Implementing and managing security measures to protect the Fire District's IT systems.
- b. Conducting regular security assessments and addressing vulnerabilities.

d) Help Desk Support:

- a. Providing help desk support to Fire District staff.
- b. Handling service requests, troubleshooting issues, and providing timely resolutions.

e) IT Consulting and Strategy:

- a. Offering recommendations for IT improvements and upgrades.
- b. Assisting in the planning and implementation of IT projects.

f) Data Backup and Recovery:

- a. Implementing and managing data backup solutions.
- b. Ensuring data integrity and providing disaster recovery services.

O. STANDARD REQUIREMENTS OF TECHNICAL PROPOSAL - Proposers should submit a technical proposal which contains the following:

a. Company Profile:

- 1) Background information about the company, including experience and qualifications.
- 2) Details of relevant projects or contracts with similar organizations.

b. Service Approach:

- 1) Description of the proposed approach to delivering IT support services.
- 2) Overview of the methodologies and tools to be used.

c. Personnel:

- 1) Resumes of key personnel who will be assigned to the Fire District's account.
- 2) Their qualifications and experience relevant to IT support services.

d. Pricing:

- 1) Detailed pricing proposal, including a breakdown of costs.
- 2) Explanation of any additional fees or charges.

e. Contact information for at least three references from similar local government related engagements.

f. Proof of insurance coverage relevant to the services being provided.

- g. Statement that neither the agency nor any individual assigned to this engagement are suspended, or otherwise prohibited from accessing any critical data as provided by any federal, state or local agency.
- h. An Affirmative Action Statement (copy of form attached).
- i. A completed Non-Collusion Affidavit (copy of form attached).
- j. A statement that the proposer will comply with the General Terms and Conditions required by the Fire District and enter into the Fire District's standard Goods and Services Contract.
- k. A copy of the proposer's Business Registration Statement.
- l. Ability to provide screenings to pre-employment applicants within 24 - 48 hours of request for appointment.
- m. Proposer shall have prior experience in providing local government units with IT support services.

P. PROPOSAL EVALUATION

The Fire District will select the most advantageous proposals based on all of the evaluation factors set forth at the end of this RFP. The Fire District will make the award(s) that is in the best interest of the Fire District.

Each proposal must satisfy the objectives and requirements detailed in this RFP. The successful proposer shall be determined by an evaluation of the total content of the proposal submitted. The Fire District reserves the right to:

- a) Not select any of the proposals.
- b) Select only portions of a particular proposer's proposal for further consideration; (However, proposers may specify portions of the proposal that they consider "bundled".)
- c) Award a contract for the requested services at any time during the calendar year after all RFP'S have been reviewed and a list of qualified service providers selected by the Fire District. Every Proposal should be valid through this time period.
- d) The Fire District shall not be obligated to explain the results of the evaluation process to any proposer.
- e) The Fire District may require proposers to demonstrate any services described in their proposal prior to award.

Q. PROPOSAL LIMITATIONS

This RFP is not intended to be an offer, order or contract and should not be regarded as such, nor shall any obligation or liability be imposed on the Fire District by issuance of this RFP. The Fire District reserves the right at the Fire District's sole discretion to refuse any proposal submitted.

R. USE OF INFORMATION

Any specifications, drawings, sketches, models, samples, data, computer programs, documentation, technical or business information and the like ("Information") furnished or disclosed by the Fire District to the proposer in connection with this RFP shall remain the property of the Fire District. When in tangible form, all copies of such information shall be returned to the Fire District upon request. Unless such information was previously known to the proposer, free of any obligation to keep it confidential, or has been or is subsequently made public by the Fire District or a third party, it shall be held in confidence by the proposer, shall be used only for the purposes of this RFP, and may not be used for other purposes except upon such terms and conditions as may be mutually agreed upon in writing.

S. GENERAL TERMS AND CONDITIONS –

- a. The Fire District reserves the right to reject any or all proposals, if necessary, or to waive any informalities in the proposals, and, unless otherwise specified by the proposer, to accept any item, items or services in the proposals should it be deemed in the best interest of the Fire District to do so.
- b. In case of failure by the successful proposer, the Iselin Fire District No. 9 may procure the articles or services from other sources, deduct the cost of the replacement from money due to the proposer under the contract and hold the proposer responsible for any excess cost occasioned thereby.
- c. The proposer shall maintain sufficient insurance to protect against all claims under Workmen's Compensation, General, Professional and Automobile Liability.
- d. Each proposal must be signed by the person authorized to do so.
- e. The contract shall be in effect for the term established in the "period of Contract" section of this RFP, unless otherwise stated.
- f. Proposals may be hand delivered or mailed consistent with the provisions of the legal notice to proposers. In the case of mailed proposals, the Fire District assumes no responsibility for proposals received after the designated date and time and will return late proposals unopened. Proposals will not be accepted by facsimile or e-mail.
- g. In accordance with Affirmative Action Law, P.L. 1975, c.127 (N.J.A.C. 17:27) with implementation of July 10, 1978, successful proposers must agree to submit individual employer certifications and number or complete Affirmative Action employee information report (form AA-302). Also, during the performance of this contract, the contractor agrees as follows: (a) the contractor or subcontractor where applicable, will not discriminate against any employee because of age, race, creed, color, national origin, ancestry, marital status or affectional or sexual orientation. The contractor 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, sex or handicap. 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 section for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause: (b) 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, sex

or handicap; (c) the contractor 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 worker's representative of the contractor's commitments under this act and shall post copies of the notice; (d) the contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the treasurer pursuant to the P.L. 1975, c.127, as amended and supplemented from time to time.

- h. By submission of the proposal, the proposer certifies that the service to be furnished will not infringe upon any valid patent, trademark or copyright and the successful proposer shall, at its expense, defend any and all actions or suits charging such infringement, and will save the Fire District harmless in any case of any such infringement.
- i. No proposer shall influence, or attempt to influence, or cause to be influenced, any Fire District officer or employee to use his/her official capacity at the Fire District in any manner which might tend to impair the objectivity or independence of judgment of said officer or employee.
- j. No proposer shall cause or influence, or attempt to cause or influence, any Fire District officer or employee to use his/her official capacity at the Fire District to secure unwarranted privileges or advantages for the proposer or any other person.
- k. Should any difference arise between the contracting parties as to the meaning or intent of these instructions or specifications, the Fire District Law Department's decision shall be final and conclusive.
- l. The Iselin Fire District No. 9 shall not be responsible for any expenditure of monies or other expenses incurred by the proposer in making its proposal.
- m. The checklist, affidavits, notices and the like presented at the end of this Request for Qualifications are a part of this Request for Qualifications and shall be completed and submitted as part of this proposal.

END OF GENERAL INSTRUCTIONS

BASIS OF AWARD
(To be completed by Fire District evaluation committee)

EVALUATION FACTORS

- A. Relevance and Extent of Qualifications, Experience, Reputation and Training of Personnel to be assigned

- B. Knowledge of the Iselin Fire District No. 9 and the subject matter to be addressed under this engagement

- C. Relevance and Extent of Similar Engagements performed

- D. Technical Proposal contains all required information

- E. Reasonableness of Cost Proposal

APPENDICES

**APPENDIX A
REQUEST FOR PROPOSALS CHECKLIST**

THIS CHECKLIST MUST BE COMPLETED AND SUBMITTED WITH YOUR PROPOSAL

Please initial below next to each item, indicating that your Proposal includes the required documents. Submitting a Proposal without the completed checklist may be cause for rejection of the Proposal.

	Proposer's Initials
1. An original and one (1) digital signed copies of complete proposal	_____
2. Fee Proposal (Appendix B)	_____
3. Authorized signatures on all forms	_____
4. Executed Letter of Transmittal	_____
5. Ownership Disclosure Statement (Appendix C)	_____
6. Non-Collusion Affidavit (Appendix D)	_____
7. Request for References (Appendix E)	_____
8. Mandatory Equal Employment Opportunity Compliance and Contract Language (Appendix F)	_____
9. Mandatory EEO Language (See Appendix G)	_____
10. NJ Business Registration Requirements (See Appendix H)	_____
11. Professional Services Entity Information Form (Appendix I)	_____
12. Data Form Summary (Appendix J)	_____
13. Respondent's Qualification Statement (Appendix K)	_____
14. Disclosure of Investment Activities in Iran (Appendix L)	_____
15. Russia - Belarus Certification	_____
16. Affidavit of No Disciplinary Sanctions (Appendix M)	_____
17. Acknowledgement of Receipt of Addenda (Appendix N)	_____

The undersigned hereby acknowledges the above-listed requirements.

Name of Proposer: _____

By: _____
[Signature of Authorize Representative] [Title]

Print Name: _____

**APPENDIX B
FEE PROPOSAL**

THE UNDERSIGNED RESPONDENT PROPOSES TO FURNISH AND DELIVER THE REQUIRED SERVICES PURSUANT TO THE TERMS OF THE REQUEST FOR PROPOSALS FOR **IT SUPPORT SERVICES**, AT THE PRICES SET FORTH BELOW:

<u>CONTRACT YEAR</u>	<u>FIXED FEE FOR SERVICES UNDER THIS RFP</u>
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Year 1: _____	\$ _____
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Year 2: _____	\$ _____
---------------	----------

Year 3: _____	\$ _____
---------------	----------

Total for 3 years: _____	\$ _____
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RESPONDENT'S NAME: _____

ADDRESS: _____

FEDERAL I.D. NUMBER: _____

SIGNATURE OF AUTHORIZED REPRESENTATIVE

PRINT NAME

TITLE/POSITION

APPENDIX C

OWNERSHIP DISCLOSURE CERTIFICATION



OWNERSHIP DISCLOSURE FORM

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE AND PROPERTY
33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW JERSEY 08625-0230

BID SOLICITATION # AND TITLE: _____

VENDOR NAME: _____

PURSUANT TO N.J.S.A. 52:25-24.2, ALL PARTIES ENTERING INTO A CONTRACT WITH THE STATE ARE REQUIRED TO PROVIDE A STATEMENT OF OWNERSHIP.

- | | | |
|---|--------------------------|--------------------------|
| | YES | NO |
| 1. The vendor is a Non-Profit Entity ; and therefore, no disclosure is necessary. | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. The vendor is a Sole Proprietor ; and therefore, no other disclosure is necessary.
A Sole Proprietor is a person who owns an unincorporated business by himself or her-self.
A limited liability company with a single member is not a Sole Proprietor. | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. The vendor is a corporation, partnership, or limited liability company . | <input type="checkbox"/> | <input type="checkbox"/> |

If you answered YES to Question 3, you must disclose the following: (a) the names and addresses of all stockholders in the corporation who own 10% or more of its stock, of any class; (b) all individual partners in the partnership who own a 10% or greater interest therein; or, (c) all members in the limited liability company who own a 10% or greater interest therein.*

NAME _____	NAME _____
ADDRESS _____	ADDRESS _____
ADDRESS _____	ADDRESS _____
CITY _____ STATE _____ ZIP _____	CITY _____ STATE _____ ZIP _____

NAME _____	NAME _____
ADDRESS _____	ADDRESS _____
ADDRESS _____	ADDRESS _____
CITY _____ STATE _____ ZIP _____	CITY _____ STATE _____ ZIP _____

- | | | |
|--|--------------------------|--------------------------|
| | YES | NO |
| 4. For each of the corporations, partnerships, or limited liability companies identified above, are there any individuals, partners, members, stockholders, corporations, partnerships, or limited liability companies owning a 10% or greater interest of those listed business entities? | <input type="checkbox"/> | <input type="checkbox"/> |

If you answered YES to Question 4, you must disclose the following: (a) the names and addresses of all stockholders in the corporation who own 10% or more of its stock, of any class; (b) all individual partners in the partnership who own a 10% or greater interest therein; or, (c) all members in the limited liability company who own a 10% or greater interest therein. The disclosure(s) shall be continued until the names and addresses of every non-corporate stockholder, individual partner, and/or member a 10% or greater interest has been identified.*

NAME _____	NAME _____
ADDRESS _____	ADDRESS _____
ADDRESS _____	ADDRESS _____
CITY _____ STATE _____ ZIP _____	CITY _____ STATE _____ ZIP _____

NAME _____	NAME _____
ADDRESS _____	ADDRESS _____
ADDRESS _____	ADDRESS _____
CITY _____ STATE _____ ZIP _____	CITY _____ STATE _____ ZIP _____

5. As an alternative to completing this form, a Vendor with any direct or indirect parent entity which is publicly traded, may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10% or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10% or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10% or greater beneficial interest.*

* Attach additional sheets if necessary

**APPENDIX D
NON-COLLUSION AFFIDAVIT**

Project: Request for Proposals for Insurance Broker Services for Health Benefits

STATE OF NEW JERSEY)
COUNTY OF _____) ss.:

I, _____, live at _____, in the Fire District
of _____, State of _____.

I am of full age and being duly sworn according to law on my oath depose and say:

1. I am _____ (title) of the
(Respondent), who has made the proposal for the above named Project.
2. I executed the Proposal with full authority to do so.
3. The proposal is genuine, submitted in good faith and not a sham.
4. Neither the proposer nor any of its employees or agents have, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive proposing in connection with the above-named project. I further certify that neither the proposer, nor any of its employees or agents, have directly or indirectly with any other proposer or person colluded to put in a sham bid or refrain from submitting a proposal, and have not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person to fix the prices of the proposer or of any other proposer to secure any advantage.
5. All statements contained in this Proposal and Affidavit are true and correct and were made with full knowledge that the Iselin Fire District No. 9 relies upon the truth of the statements contained in the Proposal and the truth of the statements contained in this Affidavit, in awarding the Contract for the Project. I am aware that I am personally subject to the penalties of perjury, as is the proposer, if statements made herein are untrue.
6. I further warrant that no person or selling agent has been employed or retained to solicit or secure this Contract under an agreement or understanding for a commission, percentage, brokerage or contingent fee. If the proposer engages bona fide employees or a bona fide established commercial or selling agency to perform any similar related acts, the names are set forth as follows:
(see N.J.S.A. 52:34-15)

(Signature)

(Type or print name of Affiant)

(Title)

(Company)

(SEAL)

Subscribed and sworn to
before me this _____ day
of _____, 2016

A Notary Public of New Jersey
My Commission Expires:

**APPENDIX E
REQUEST FOR REFERENCES**

**Project: Request for Proposals for Insurance Broker Services for Health Benefits
(Medical/Prescription/Dental/Vision Insurance)**

1. Name _____
Address _____
Telephone _____ Email address _____
Contact Individual _____

2. Name _____
Address _____
Telephone _____ Email address _____
Contact Individual _____

3. Name _____
Address _____
Telephone _____ Email address _____
Contact Individual _____

4. Name _____
Address _____
Telephone _____ E-mail address _____
Contact Individual _____

5. Name _____
Address _____
Telephone _____ E-mail address _____

APPENDIX F
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY NOTICE
(N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq.)

GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS

This form is a summary of the successful professional service entity's requirement to comply with the requirements of **N.J.S.A. 10:5-31 et seq.** and **N.J.A.C. 17:27 et seq.**

The successful professional service entity shall submit to the Iselin Fire District No. 9, 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 vendor 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. 17:27-1.1 et seq.;

OR

(c) A photocopy of a completed Employee Information Report (Form AA302) provided by the Division of Contract Compliance and completed by the vendor in accordance with N.J.A.C. 17:27-1.1 et seq.

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

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

Proposer understands and acknowledges that the attached Exhibit A Mandatory Equal Employment Opportunity Language shall be part of any agreement awarded hereunder.

COMPANY: _____

SIGNATURE: _____

PRINT NAME: _____

TITLE: _____ DATE: _____

EXHIBIT G
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 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, gender identity or expression, disability, nationality 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 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, 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 contractor's commitments under this act 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 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 contractor 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, 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 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.**

APPENDIX H NEW JERSEY BUSINESS REGISTRATION REQUIREMENTS

Submit a copy of your Business Registration Certificate with your Proposal

All proposers shall comply with P.L. 2009, C315 in accordance with N.J.S.A. 52:32-44 as amended on January 18, 2010. The bidder will be required to be registered as defined in the law at the time of contract. The Iselin Fire District No. 9 requests that Respondents submit its Business Registration Certificate (BRC) at the time of submittal of its proposal. In no event shall a contract be awarded, unless prior thereto, the Fire District has received the Successful Respondent's BRC.

Respondent shall include proof of its own BRC and the BRC of any subcontractors

N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that knowingly provide goods or perform services for a contractor fulfilling this contract: 1) the contractor shall provide written notice to its subcontractors to submit proof of business registration to the contractor; 2) prior to receipt of final payment from a contracting agency, the contractor must submit to the contracting agency an accurate list of all subcontractors or attest that none was used; 3) during the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (*N.J.S.A. 54:32B-1 et seq.*) on all sales of tangible personal property delivered into this State.

A contractor, subcontractor or supplier who fails to provide a BRC or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements is available by calling (609) 292-9292.

Registering a business with the New Jersey Department of the Treasury

Business organizations or individuals doing business in New Jersey are required to register with the department of the treasury, division of revenue. Registration is free and is a one-time action – there are no fees to register. However, you should update your contact and tax eligibility information as needed. Registration is required to conduct most business with any state, County, municipal, local board of education, charter school, County college, authority, or state college or university. The contracting agency may be required to have a copy of the “proof of registration certificate” submitted as part of a public proposal or prior to issuing a purchase order.

To register: businesses must complete **form NJ-REG** and submit it to the division of revenue. The form can be filed form online or by mailing a paper form to the division. Online filing is strongly encouraged.

- Register online at <http://www.state.nj.us/treasury/revenue/busregcert.shtml>. Click the “online” link and then select “register for tax and employer purposes.”
- Download the paper form and instructions at www.state.nj.us/treasury/revenue/revprnt.shtml.
- Call the division at 609-292-1730 to have a form mailed to you.

Write to the division at: Client Registration Bureau, Po Box 252, Trenton, NJ 08646-0252

APPENDIX I

ISELIN FIRE DISTRICT NO. 9
PROFESSIONAL SERVICE ENTITY INFORMATION FORM

If the Professional Service Entity is an INDIVIDUAL, sign name and give the following information:

Name: _____

Address: _____

Telephone No.: _____ Tax Identification No.: _____

Fax No.: _____ E-Mail address: _____

If individual has a TRADE NAME, give such trade name:

Trading As: _____ Telephone No.: _____

If the Professional Service Entity is a PARTNERSHIP, give the following information:

Name of Partners: _____

Firm Name: _____

Address: _____

Telephone No.: _____ Federal I.D. No.: _____

Fax No.: _____ E-Mail address: _____

Tax Identification No. _____

Signature of authorized agent: _____

If the Professional Service Entity is INCORPORATED, give the following information:

State under whose laws incorporated: _____

Location of principal office:

Telephone No.: _____ Federal I.D. No.: _____

Fax No.: _____ E-Mail address: _____

Name of agent in charge of said office upon whom notice may be legally served:

Telephone No.: _____ Name of Corporation: _____

Signature: _____

**APPENDIX J
DATA FORM SUMMARY**

Firm Name:

Address:

Phone: _____ Fax: _____

- 1.) List all parties having or deriving any interest, right or benefit in the firm.

Name

Address

Interest

- 2.) List the name, title and/or position, and direct contact information for the individual who will be the Respondent's contact for all communications between the Fire District and Respondent during the term of any contract awarded under this RFP.

Name: _____

Title/Position: _____

Telephone: _____

Mobile Phone: _____

Fax: _____

Email: _____

I hereby certify that the foregoing information is accurate and complete, and that I am an officer of the firm and am duly authorized to submit this information on behalf of the firm.

Signature: _____ Print: _____

Title: _____ Date: _____

**APPENDIX K
RESPONDENT'S QUALIFICATION STATEMENT**

(Print or Type)

Name and Address of Respondent

On behalf of the above-named Respondent, I hereby make the representations and provide the information set forth below. (Attach additional sheets if necessary.) IF ANSWER IS "NONE" or "NO EXCEPTION", SO STATE.

1. Affiant's Full Name: _____
2. Affiant's Title/Position with Respondent: _____
3. List the names, titles and/or positions of all individuals who will perform any services in connection with any contract that may be awarded by the Fire District under this RFP, and attach resumes for each, indicating at a minimum their respective education, experience, length of service with Respondent, all professional, occupational, and vocational licenses held by each, if any, by whom issued, when issued and, if ever terminated, revoked, suspended or inactive, the reason(s) therefor:

4. Number of years Respondent has been engaged in provide insurance broker services?

5. Has Respondent ever failed to complete a contract awarded to it? If yes, explain.

6. Has Respondent ever defaulted on a contract? If so, give complete details including where, when and why.

7. Within the past 10 years, Respondent has not filed for bankruptcy , except as follows:

8. Neither Respondent nor any person named in this Qualification Statement has been convicted, or pardoned for conviction of, or pleaded guilty or nolo contendere to an information or indictment charging a felony for embezzlement, theft or larceny, mail fraud, or violating any corporate securities statute or any insurance law, nor have Respondent or any persons named in this Qualification Statement been the subject of a cease and desist order or consent order of any federal or state regulatory agency, except as follows:

9. Neither Respondent nor any person named in this Qualification Statement has ever been subject to any civil action alleging fraud, negligence or violation of any applicable civil racketeering statutes (state or federal), except as follows:

10. None of Respondent's principal, officers, directors or employees, nor any of their respective family members (collectively, "Respondent Members") are an employee, officer or director, contractor or sub-contractor of the Iselin Fire District No. 9, except as follows:

11. Does Respondent agree to provide, upon reasonable request of the Fire District, any other information to assist the Fire District in verification of the statements made in this Qualification Statement? If no, explain.

I hereby certify under penalty of perjury that the foregoing statements are true and correct to the best of my knowledge and belief and further, by the affixation of my signature herein, I hereby give my certified consent to the Fire District and to the New Jersey Department of Insurance to verify the representations and information supplied by Respondent in response to all questions on this Qualification Statement with any Federal, State, municipal or other agency which may have knowledge and/or information thereon.

(Signature of Affiant) _____

Dated and signed this _____ day of _____ at _____.

State of _____

County of _____

_____ personally appeared before me, personally known to me, who, being duly sworn, deposes and says that affiant executed the above instrument and that the statements and answers contained therein are true and correct to the best of affiant's knowledge and belief.

Subscribed and sworn to before me this _____ day of _____.

Notary Public

My Commission Expires _____

(SEAL)

**APPENDIX L
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

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 and provide the certification below prior to award 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 Department of the Treasury as a person or entity engaging in investment activities in Iran. If the Department of Treasury finds a person or entity to be in violation of the principles which are the subject of this law, the Department of Treasury 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 bid:

- 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 below to the Department of Transportation under penalty of perjury.

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.

EACH BOX WILL PROMPT YOU TO PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, PLEASE SUBMIT A SEPARATE FORM FOR EACH ADDITIONAL ACTIVITY.

Name: _____

Relationship to

Bidder/Vendor : _____

Description of Activities:

--

Duration of Engagement: _____

Bidder/Vendor 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 Iselin Fire District No. 9 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 contracts with the Fire District to notify the Fire District 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 agreements(s) with the Iselin Fire District No. 9 and that the Fire District at its option may declare contract(s) resulting from this certification void and unenforceable.

Signature

Date

APPENDIX M
CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN
RUSSIA OR BELARUS PURSUANT TO P.L.2022, c.3
WOODBRIIDGE FIRE DISTRICT 9

SOLICITATION TITLE: _____

CHECK THE APPROPRIATE BOX

I, the undersigned, am authorized by the person or entity seeking to enter into or renew the contract identified above, to certify that the Vendor/Bidder is not engaged in prohibited activities in Russia or Belarus as such term is defined in P.L.2022, c.3,¹ section 1.e, except as permitted by federal law.

I understand that if this statement is willfully false, I may be subject to penalty, as set forth in P.L.2022, c.3, section 1.d.

OR

I, the undersigned am unable to certify above because the person or entity seeking to enter into or renew the contract identified above, or one of its parents, subsidiaries, or affiliates may have engaged in prohibited activities in Russia or Belarus. A detailed, accurate and precise description of the activities is provided below.

Failure to provide such description will result in the Quote/Bid/Proposal being rendered as non-responsive, and the Department/Division will not be permitted to contract with such person or entity, and if a Quote/Bid/Proposal is accepted or contract is entered into without delivery of the certification, appropriate penalties, fines and/or sanctions will be assessed as provided by law.

Description of Prohibited Activity

Attach Additional Sheets If Necessary.

If you certify that the bidder is engaged in activities prohibited by P.L. 2022, c. 3, the bidder shall have 90 days to cease engaging in any prohibited activities and on or before the 90th day after this certification, shall provide an updated certification. If the bidder does not provide the updated certification or at that time cannot certify on behalf of the entity that it is not engaged in prohibited activities, the **Woodbridge Fire District 9** shall not award the business entity any contracts, renew any contracts, and shall be required to terminate any contract(s) the business entity holds with the State that were issued on or after the effective date of P.L. 2022, c. 3.

Signature of Vendor's Authorized Representative	Date
Print Name and Title of Vendor's Authorized Representative	
Vendor Name	Vendor Phone Number
Vendor Address (Street Address)	Vendor Fax Number
Vendor Address (City/State/Zip Code)	Vendor Email Address for Authorized Representative

¹ Engaged in prohibited activities in Russia or Belarus" means (1) companies in which the Government of Russia or Belarus has any direct equity share; (2) having any business operations commencing after the effective date of this act that involve contracts with or the provision of goods or services to the Government of Russia or Belarus; (3) being headquartered in Russia or having its principal place of business in Russia or Belarus, or (4) supporting assisting or facilitating the Government of Russia or Belarus in their campaigns to invade the sovereign country of Ukraine, either through in-kind support or for profit.

APPENDIX N
AFFIDAVIT OF NO DISCIPLINARY SANCTIONS
OR PROFESSIONAL NEGLIGENCE

I _____ of the _____ 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 Respondent firm of _____ submitting a Response to the RFP in the above matter, and I executed the said RFP with full authority to do so; Respondent at the time of making this Response, Respondent is not included on the State of New Jersey, Department of Treasury, Division of Property Management & Construction List of Debarred, Suspended and Disqualified bidders and that all statements contained in the Affidavit are true and correct.

The undersigned further warrants that the professional licenses and/or certifications of those individuals listed in this RFP are valid and not expired or suspended.

The undersigned further warrants that should the name of the firm making this submission appear on the Treasurer's List of Debarred, Suspended and Disqualified Bidders at any time prior to, and during the life of this contract, including any Guarantee Period, that Respondent shall immediately notify the Fire District. Further, should the professional licenses and/or certification of any individuals listed in the RFP be suspended or revoked, Respondent shall immediately notify the Fire District.

Name of the Firm (Print or Type)

Signature of Authorized Representative/ Title

(Type or Print Name of Authorized Representative Affiant)

Subscribed and Sworn to before me this _____ day of _____, 20 _____.

Notary Public of New Jersey
My Commission Expires _____, 2 _____

**APPENDIX O
ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA**

The undersigned Respondent hereby acknowledges its receipt of the below-listed notice(s) of revisions, clarifications and/or addenda to the RFP. By indicating the date of receipt, the Respondent hereby acknowledges that its submitted Proposal takes into account all of the provisions contained in such listed notices of revisions, clarifications and/or addenda. The Proposer hereby acknowledges and agrees that the Fire District's record of notices of revisions, clarifications and/or addenda shall take precedence over the Proposer's accounting of such notices. The Proposer further acknowledges and agrees that any failure of the Proposer to include and specifically reference its receipt of any such notices of revisions, clarifications and/or addenda on this document as part of its Proposal, may be cause for rejection of the Proposal.

Iselin Fire District No. 9 Revision/Addenda Title/Number	Method of Receipt (Mail, Fax, Delivery)	Date Received
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

CHECK HERE IF NONE.

RESPONDENT'S ACKNOWLEDGEMENT:

Respondent' Name: _____

Authorized Representative: _____
(Print name) (Print title)

Signature: _____

Date: _____

BOARD OF FIRE COMMISSIONERS - ISELIN NJ - FIRE DISTRICT NO. 9
AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, made this 13th day of August, 2024;

BETWEEN:

BOARD OF FIRE COMMISSIONERS - ISELIN NJ - FIRE DISTRICT NO. 9,
a public body corporate and politic of the State of New Jersey with offices at 1222
Green Street, Iselin, NJ 08830, hereinafter designated as the "Fire District."

AND

ERIC M. BERNSTEIN & ASSOCIATES, LLC with offices at 75 Livingston
Avenue, 2nd Floor, Roseland, New Jersey 07068, hereinafter referred to as
"CONSULTANT,"

WITNESSETH:

WHEREAS, the Fire District desires to secure professional legal services, hereinafter
referred to as the "Services"; and

WHEREAS, the Fire District issued Requests for Qualifications for general counsel and
additional professional legal services; and

WHEREAS, CONSULTANT submitted a proposal for the performance of said professional
legal services (the "Proposal") which is attached to this contract as Appendix A and made a part
hereof; and

WHEREAS, a CONSULTANT was selected through a competitive process; and

WHEREAS, the Fire District Board of Commissioners adopted Resolution (the
"Resolution") at its regular meeting authorizing and directing the Business Administrator to execute
a contract with the CONSULTANT to perform general counsel and additional professional legal
services; and

WHEREAS, this contract is awarded to the CONSULTANT by the Resolution pursuant to
New Jersey's Pay-to-Play law, N.J.S.A. 19:44A-20.4 et seq., the Board of Fire Commissioners - Iselin
NJ - Fire District No. 9 's Pay to Play Ordinance at § 98, and Title 11 of the Americans with

Disabilities Act of 1990 (42 U.S.C. §12101, et seq.) and as such is subject to the requirements contained therein.

CONSULTANT’S RESPONSIBILITIES

Consultant shall serve as the Fire District's professional consultant and provide professional legal services in accordance with the Proposal submitted, a copy of which is attached hereto and made a part hereof as Appendix A.

Consultant has completed and submitted a Business Entity Disclosure Certification and a C.271 Political Contribution Disclosure Form, which certifies that the firm has not made any reportable contributions (as defined in N.J.S.A. 19:44A-20.1 et seq.) to a political or candidate committee represented by a the Fire District member in the previous one year, and the firm is hereby prohibited from making such a contribution, reportable by the recipient under P.L.1973, c.83 (C.19:44A-1 et seq.), to any municipal committee of a political party in Iselin or to any candidate committee of any person serving in an elective public office of Iselin during the term of this Contract. Compliance with this Act shall be a material term and condition of this Contract and binding upon the parties hereto.

THE FIRE DISTRICT’S RESPONSIBILITIES

The Fire District shall provide, to the extent possible, full information as necessary and appropriate to enable the Consultant to fulfill the requirements for completion of the Services.

PAYMENTS TO CONSULTANT

The Fire District agrees to pay Consultant as compensation for Law Director/general counsel services (as defined in the Resolution) at \$150.00 per hour, per each line of legal services and any other services will be paid at the actual rate, payable at the first Fire District Board of Commissioners meeting of each month, along with additional professional legal services any other services cannot be performed without further authorization from the Fire District.

Consultant shall submit statements for the services provided and the Fire District shall make prompt payments in response to Consultant’s statements.

GENERAL CONSIDERATIONS

1. **Scope** - The Consultant is hereby retained by the Fire District to provide general counsel and any other additional professional legal services for the Fire District.
2. **Term** - This Agreement shall be in effect for a period of one (1) year from the commencement of this contract, unless otherwise terminated as provided for herein.

3. Termination - This Agreement may be terminated immediately by either party, with or without cause, upon seven (7) days written notice. Under this paragraph, Consultant shall be paid for services rendered and expenses incurred to the date of termination. The termination of Consultant shall be deemed to be a termination of any subcontractors of Consultant as of the termination date. All finished or unfinished documents, data, studies, agreements and/or reports prepared by Consultant under this Agreement, shall be delivered to the Fire District.

4. Consideration - For the services set forth in paragraph 1 above, the consideration shall be at the rates specified in the Resolution which is attached hereto and made a part hereof as Appendix B, as set forth herein above.

5. Controlling Law - This Agreement is governed by the Laws of the State of New Jersey.

6. Successors and Assigns – The Fire District and Consultant each binds itself and its partners, successors, executors, administrators, assigns and legal representatives to the other party to this Agreement and to the successors, executors, administrators, assigns and legal representatives of such other party, in respect to all covenants, agreements and obligations of this Agreement.

Neither the Fire District nor Consultant shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except as stated in the above paragraph and except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Consultant from employing such independent consultants, associates and subcontractors as it may deem appropriate to assist in the performance of services hereunder.

Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than the Fire District and Consultant.

7. Liability - Acceptance of the final payment by the Consultant shall be considered a release in full of all claims against the Fire District arising out of, or by reason of, the work done and materials furnished under this contract.

8. Document Ownership – Any data, computer programs, documentation, technical or business information and the like (“Information”) furnished or disclosed by the Fire District to Consultant in connection with this Agreement for Professional Services shall remain the property of the Fire District. When in tangible form, all copies of such information shall be returned to the Fire

District upon request. Unless such information was previously known to Consultant, free of any obligation to keep it confidential, or has been or is subsequently made public by the Fire District or a third party, it shall be held in confidence by Consultant, shall be used only for the purposes of this Agreement for Professional Services and may not be used for other purposes except upon such terms and conditions as may be mutually agreed upon in writing.

9. Insurance and Indemnification - Consultant shall maintain insurance and indemnify the Fire District as follows:

a) Consultant shall maintain at its own expense the following insurance covering any claims incurred or arising as a result of Consultant's performance, which insurance shall be issued by a carrier authorized to do business in the State of New Jersey and having agents upon whom service of process may be made in the State of New Jersey and shall contain at a minimum the following provisions, coverages and policy limits of liability. A Certificate of Insurance shall be provided showing the following coverage and limits.

b) Professional Liability Insurance with limit of liability not less than \$1,000,000 each occurrence and \$2,000,000 aggregate. (A Certificate of Insurance shall be provided).

c) The Consultant shall be responsible for performing the above services in accordance with all the professional standards applicable to such services which shall govern Consultant's responsibility for any errors, omissions or negligent acts in its performance of such services.

Consultant shall not be responsible for the acts or omissions of any third parties except the Consultant's own employees, engineers, subcontractors and agents at the site or otherwise performing any work in connection with the Services, however, nothing contained herein shall be construed to release Consultant from liability for failure to properly perform duties undertaken by it under this Agreement.

d) The Consultant agrees at all times to indemnify, defend, and save harmless the Fire District and its respective officials, officers, agents, servants and employees. from and against liability caused by Consultant's negligence in connection with the performance of the services described herein.

10. Affirmative Action and Business Registration Certificate Provisions – This Agreement is subject to the following special provisions.

1. The mandatory language or P.L. 1975, C. 117 and applicable regulations promulgated by the Treasurer of the State of New Jersey pursuant thereto are attached at Appendix C of this Agreement and made a part hereof. Consultant agrees to afford equal opportunity in performance of

this Agreement in accordance with an Affirmative Action Program approved by the appropriate authorities.

2. This Agreement is further subject to N.J.S.A. 52:32-44, which imposes the following requirements on contractors and all subcontractors that knowingly provide goods or perform services for a contractor fulfilling this contract: 1) Consultant shall provide written notice to its subcontractors to submit proof of business registration to Consultant; 2) prior to receipt of final payment from a contracting agency, Consultant must submit to THE FIRE DISTRICT an accurate list of all subcontractors or attest that none was used; 3) during the term of this contract, Consultant and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into this State.

A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25.00 for each day of violation, not to exceed \$50,000.00 for each business registration not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements is available by calling (609) 292-9292.

EXHIBITS AND SPECIAL PROVISIONS

Exhibits - The following are attached to and made a part of this Agreement:

Appendix A – Proposal submitted by Consultant, dated July 7, 2024.

Appendix B - Resolution adopted by the Fire District

Appendix C - Mandatory Affirmative Action

Appendix D - Americans with Disabilities Act Language.

ENTIRE AGREEMENT

This Agreement, together with the Exhibits identified as Appendix A, Appendix B, Appendix C, and Appendix D, above, constitutes the entire Agreement between the Fire District and Consultant and supersedes all prior written or oral understandings. This Agreement and said Appendices may only be amended, supplemented, modified or cancelled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first written above.

ATTEST:

**BOARD OF FIRE COMMISSIONERS - ISELIN
NJ - FIRE DISTRICT NO. 9**

BUSINESS ADMINISTRATOR

FIRE DISTRICT COMMISSIONER

Dated: _____

ATTEST:

ERIC M. BERNSTEIN & ASSOCIATES, LLC

Dated: _____

Appendix A
Proposal

Appendix B
Resolution adopted by the Fire District

Appendix C
Mandatory Affirmative Action Language

During the performance of this Agreement, the CONSULTANT, hereinafter referred to as "Contractor," agrees as follows:

a. 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 or sex. Except with respect to affectional or sexual orientation, the Contractor 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 Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

b. 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 or sex.

c. The Contractor 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 Contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

d. The Contractor or subcontractor, where applicable, agrees to comply with the regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et. seq. (P.L. 1975, c.127), as

amended and supplemented from time to time.

e. The Contractor or subcontractor agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et. seq. (P.L. 1975, c.127), as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Division of Contract Compliance and EEO pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et. seq. (P.L. 1975, c.127), as amended and supplemented from time to time.

f. The Contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including 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 or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

g. 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 applicable Federal law and applicable Federal court decisions.

h. 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 or sex, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

i. The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance and 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 Division of Contract Compliance and EEO for conducting a

compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

j. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates.

k. No Contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex.

l. There may be deducted from the amount payable to the Contractor by the contracting public agency, under this contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of this contract.

m. This contract may be cancelled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the Contractor from the contracting public agency of any prior violation of this section of the contract.

Appendix D
Americans with Disabilities Act

The Contractor and the Board of Fire Commissioners - Iselin NJ - Fire District No. 9 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 Board of Fire Commissioners - Iselin NJ - Fire District No. 9 , 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 Fire District 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 Board of Fire Commissioners - Iselin NJ - Fire District No. 9 or any of its agents, servants, and employees, the Fire District shall expeditiously forward or have forwarded to the Contractor every demand, complaint, notice, summons, pleading, or other process received by the Board of Fire Commissioners - Iselin NJ - Fire District No. 9 or its representatives. It is expressly agreed and understood that any approval by the Fire District 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 Board of Fire Commissioners - Iselin NJ - Fire District No. 9 pursuant to this paragraph.

It is further agreed and understood that the Fire District 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 Board of Fire Commissioners - Iselin NJ - Fire District No. 9 from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.