

BORDENTOWN SEWERAGE AUTHORITY
REQUEST FOR PROPOSALS -- Contract 2023-C14
2024-2028 COMPUTER NETWORKING AND
INFORMATION TECHNOLOGY SERVICES

Please take notice that the Bordentown Sewerage Authority is soliciting Requests for Proposals (RFPs) from interested and qualified firms for **Contract 2023-C14 Computer Networking and Information Technology Services** through a fair and open competitive contracting process in accordance with N.J.S.A. 40A:11-4.1 and N.J.A.C. 5:34-4.1 et seq.

RFP Documents may be downloaded from the Bordentown Sewerage Authority's website:

<https://bordentownsa.org/proposalscontracts/request-for-proposals/>

Proposals must be submitted to the Bordentown Sewerage Authority, 954 Farnsworth Avenue, Bordentown NJ 08505. Proposals are scheduled to be opened on **Tuesday November 28, 2023 at 10:00am** prevailing time by the Bordentown Sewerage Authority Purchasing Agent or her designee. Any proposals received after said opening, whether by mail or otherwise will be returned unopened. No proposals will be accepted after the above referenced date. Proposals must be submitted in sealed envelopes with the title "RFP-Computer Networking and Information Technology Services" clearly marked on the outside of the envelope. Proposals may not be emailed, faxed or transmitted over the telephone.

Proposers are required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 Affirmative Action and P.L.1977, C.33 as amended by P.L. 2016, C.43, N.J.S.A. 52:25-24.2 Corporate Disclosure.

Thomas M. Redwood, Executive Director

BORDENTOWN SEWERAGE AUTHORITY
REQUEST FOR PROPOSALS -- Contract 2023-C14
2024-2028 COMPUTER NETWORKING AND
INFORMATION TECHNOLOGY SERVICES

PART I
Instructions to Proposers

This is a 41 page document. Please be sure to read each page, including, without limitation, all attachments.

Please note: the terms “firm”, “provider”, “contractor”, “proposer”, “vendor”, and “respondent” may be used interchangeably throughout this document.

1.0 PURPOSE:

The intent of this Request for Proposals (“RFP”) and the resulting contract is to obtain professional computer networking services and information technology management services that will ensure the Bordentown Sewerage Authority (“Authority”) computer system hardware and software, as well as cyber security protections are up to date and in compliance with requirements of the Authority’s Joint Insurance Fund (“JIF”).

Firms responding to the RFP should have extensive experience and a knowledgeable background and qualifications in the provision of the services described herein.

Despite any language contained herein to the contrary, this document does not constitute a bid and is intended solely to obtain competitive proposals from which the Authority may choose a contractor that best meets the Authority's needs. The Authority intends to award this contract pursuant to N.J.S.A. 40A:11-4.1 et seq., and N.J.A.C. 5:34-4.1 et seq.

2.0 BACKGROUND INFORMATION:

The Authority is seeking proposals from experienced, professional firms to provide employee workstation support, network support, maintain backup systems, advise staff for appropriate upgrades to software and equipment, and assist with compliance of cyber security requirements.

3.0 COMPLIANCE WITH LAWS:

The successful firm shall comply with all applicable federal, state, and local statutes, rules, and regulations. Specifically, it is the firm's responsibility to be

familiar with all federal, state, and local statutes applicable to the services being provided.

4.0 PROCEDURE FOR RESPONDING TO REQUEST FOR PROPOSALS:

4.1 SUBMISSION OF PROPOSALS:

One (1) paper proposal without binding is requested INCLUSIVE OF ALL INFORMATION required in Part I and Part II, Proposal Requirements should be provided. Proposals must be provided to the Bordentown Sewerage Authority, 954 Farnsworth Avenue, Bordentown NJ 08505. Proposals are scheduled to be opened **Tuesday November 28, 2023 at 10:00 a.m.** Any proposals received after said opening, whether by mail or otherwise, will be returned unopened. Proposals should be provided in a sealed envelope with the title "RFP-Computer Networking and Information Technology Services" clearly marked on the outside. The Authority assumes no responsibility for delays in any form of carrier, mail, or delivery service causing the proposal to be received after the above-referenced due date and time. Submission by fax, telephone, or e-mail is NOT PERMITTED.

Final selection of firm shall be made by the Bordentown Sewerage Authority Board by formal resolution. The contract for services will be provided by the Bordentown Sewerage Authority.

4.2 QUESTIONS REGARDING REQUEST FOR PROPOSALS:

Any questions regarding this RFP must be made in writing to Elizabeth Kwelty, Administrative Manager, by mail to 954 Farnsworth Avenue, PO Box 396, Bordentown NJ 08505 or by email to ekwelty@bordentownsa.org. **All questions must be sent by no later than Wednesday November 8, 2023 by 4:00pm. Questions received after this date and time will not be addressed.**

A copy of this RFP is available in Word format and will be shared via email upon request. Request should be emailed to ekwelty@bordentownsa.org.

4.3 ADDENDA/REVISIONS TO REQUEST FOR PROPOSALS:

Addenda/revisions to this RFP shall be posted on the Authority's website <https://bordentownsa.org/proposalscontracts/request-for-proposals/> by end of day November 15, 2023.

5.0 INSURANCE AND INDEMNIFICATION:

5.1 GENERAL LIABILITY INSURANCE REQUIREMENTS:

- a. Commercial General Liability with a \$1,000,000 per occurrence and \$2,000,000 aggregate for Bodily Injury, Personal and Advertising Injury and Property Damage including Blanket Contractual Liability, Products Liability.
- b. Contractor's insurance to be primary and non-contributory.
- c. 30-day notice of intent to cancel, non-renew, or make material change in coverage.
- d. Authority to be named as "Additional Insured."

5.2 AUTOMOBILE LIABILITY INSURANCE REQUIREMENTS:

- a. \$1,000,000 Combined Single Limit of Liability for Bodily Injury and Property Damage per accident.
- b. Coverage to include "Owned, Non-Owned, and Hired" automobiles.
- c. 30-day notice of intent to cancel, non-renew, or make material change in coverage.

5.3 WORKERS' COMPENSATION/EMPLOYER'S LIABILITY INSURANCE REQUIREMENTS:

- a. Certificate of Insurance indicating "statutory" limits.
- b. 30-day notice of intent to cancel, non-renew or make material changes in coverage.
- c. Employer's Liability, \$1,000,000.

5.4 CYBER SECURITY AND PRIVACY LIABILITY INSURANCE REQUIREMENTS:

- a. \$1,000,000 per occurrence or claim
- b. 30-day notice of intent to cancel, non-renew or make material change in coverage.
- c. Said policies shall contain the following coverage:
 - 1. Liability arising from the theft, dissemination and/or use of confidential or proprietary information, including but not limited to, personally identifiable information (PII), protected health information (PHI), security codes, access codes, passwords, security codes or personal identification numbers (PINS), if applicable;
 - 2. Notification costs, credit monitoring and other expert services, regulatory fines and defense costs for claims or suits in relation to Par. c.1. above;

3. Network security liability arising from unauthorized access to, use of, or tampering with computer systems, including hacker attacks;
 4. Liability arising from the introduction of a computer virus into, or otherwise causing damage to the vendor's (first party) or Authority's computers, computer system, communications system or network, or similarly related property and the data, software and programs thereon;
 5. Liability arising from professional misconduct or lack of the requisite skill required for the performances of services defined in the contract or agreement.
- d. Authority to be named as "Additional Insured."

5.5 CERTIFICATES OF THE REQUIRED INSURANCE:

Certificates of Insurance showing the Bordentown Sewerage Authority named as an Additional Insured, in conformance with the above, shall be furnished to the Bordentown Sewerage Authority at 954 Farnsworth Avenue, PO Box 396, Bordentown New Jersey, 08505, subject to approval of the Authority. The Certificate of Insurance shall be submitted with the contract.

Self-insured contractors shall submit an affidavit attesting to their self-insured coverage and shall name the Authority as an additional insured.

5.6 INDEMNIFICATION:

Proposer agrees that it shall indemnify, save harmless and defend the Bordentown Sewerage Authority, its elected and appointed officials, its employees, agents, volunteers and others working on behalf of the Authority, from and against any and all claims, losses, costs, attorney's fees, damages, or injury including death and/or property loss, expense claims or demands arising out of or caused or alleged to have been caused in any manner by a defect in any equipment, materials or services supplied under the Proposal/ Agreement or by the performance of any work under the Proposal/ Agreement, including all suits or actions of every kind or description brought against the Authority, either individually or jointly with the Proposer for or on account of any damage or injury to any person or persons or property, caused or occasioned or alleged to have been caused by, or on account of, the performance of any work pursuant to or in connection with the Proposal/ Agreement, or through any negligence or alleged negligence in safeguarding the work area, or through any act, omission or fault or alleged act, omission or fault or alleged act, omission or fault of the Proposer, its employees, subcontractors/ sub-consultants or agents.

6.0 MISCELLANEOUS REQUIREMENTS:

6.1 The Authority will not be responsible for any expenses incurred by any firm in preparing or submitting a proposal. All proposals shall provide a straightforward depiction of the firm's capabilities to satisfy the requirements of this RFP.

6.2 The contents of the proposal submitted by the successful firm and this RFP shall become part of the contract for these services. The successful firm will be expected to execute said contract with the Authority.

6.3 Proposals shall be signed by the individual or authorized principal of the responding party. Proposals submitted shall be valid for a minimum of 60 days from the date of opening.

6.4 The Authority may reject any and all proposals received as provided in N.J.S.A. 40A:11-13.2.

6.5 The selected firm shall be required to comply with the requirements of P.L. 1975, c. 127 (see attached affirmative action language) and submit an employee information report or certificate of employee information report approval. This requirement will be addressed upon execution of a contract.

6.6 All responses to this RFP shall be subject to public scrutiny in accordance with New Jersey statutes, rules, and regulations.

6.7 Contract awarded pursuant to this RFP may only be amended to provide for additional work within the scope of activities of the original contract, the need for which may arise or become apparent due to unforeseen and unforeseeable circumstances after the original contract award. Any contract amendment for additional work must be approved by a resolution of Bordentown Sewerage Authority.

6.8 All Firms are advised that, pursuant to N.J.S.A. 19:44A-20.27, it is their responsibility to file an annual disclosure statement with the New Jersey Election Law Enforcement Commission ("ELEC") if, during the calendar year, they receive a contract exceeding \$50,000 from public entities, including the Bordentown Sewerage Authority. It is the firm's responsibility to determine if such filing is necessary. Additional information on this requirement is available from ELEC on their website <https://www.elec.nj.gov/pay2play/p2p.html>

6.9 All Firms are advised that vendors and contracting units shall comply with the State Contractor Business Registration requirement ("BRC"). Firms may file a BRC with the Authority prior to award of contract. All Firms and their subcontractors competing for Authority contracts must provide a copy of their Business Registration Certificate by the date the RFP is awarded. Failure to do so will result in rejection of your proposal.

7.0 CRITERIA FOR EVALUATION OF PROPOSALS:

The RFP Committee will independently evaluate each submission and selection will be made upon the basis of the criteria listed below (100 points possible):

7.1 Firm Qualifications (30 Points) including but not limited to such things as:

- (1) Does the Firm's proposal demonstrate a clear understanding of the scope of work and related objectives?
- (2) Is the Firm's proposal complete and responsive to the Authority's specific requirements?
- (3) Has the past performance and experience of the Firm's proposed methodology been documented?
- (4) Does the Firm demonstrate a track record of service as evidenced by service history?

7.2 Technical Staff Qualifications (20 Points) including but not limited to such things as:

- (1) Documentation of experience in performing similar work by employees and when appropriate, subcontractors?
- (2) To what extent does the Firm rely on in-house resources vs. contracted resources?
- (3) Is the availability of in-house and contract resources documented?
- (4) Are the personnel qualifications of employees documented as to their experience performing similar work?

7.3 Performance Capabilities/Statistics (20 Points) including but not limited to such things as:

- (1) Does the Firm demonstrate experience with government clients?
- (2) Is the current level of staff available for the needs of the Authority adequate, or is there a plan to recruit, screen, and hire additional employees?
- (3) Does the Firm document industry or program experience?
- (4) Does the Firm have experience with government clients?

7.4 Firm Assurances (5 Points) including but not limited to such things as:

- (1) Does the Firm demonstrate a track record of service as evidenced by service history?
- (2) Does the Firm have sufficient financial resources to meet its obligations?

7.5 Specialized Knowledge (10 Points) including but not limited to such things as:

- (1) Does the firm demonstrate experience with New Jersey Joint Insurance Fund or New Jersey Municipal Excess Liability (NJMEL) cyber security requirements?
- (2) Does the Firm's proposal suggest innovative technology and techniques?

7.6 Pricing (15 Points) including but not limited to such things as:

- (1) Relative Cost: How does the cost or fees compare to other similarly scored proposals?
- (2) Is the price and its component charges, fees, etc. adequately explained or documented?
- (3) Reasonableness and completeness of proposed budget: Are the fees fair and reasonable?

Pursuant to N.J.A.C. 5-34-4.3(c), and at the Authority's sole option, after proposals are received, but prior to the completion of the evaluation of proposals, vendors may be invited to provide clarification regarding their submission. The presentation, if any, shall address only those matters specified by the Authority. The presentation, if any, shall not be used for the negotiation of the contract.

8.0 METHOD OF CONTRACT AWARD:

8.1 The length of the contract shall be for the period of January 1, 2024 through December 31, 2028. Pursuant to the requirements of N.J.A.C. 5:30-5.1 et seq., any contract resulting from this RFP solicitation shall be subject to the availability and appropriation of sufficient funds annually. Pursuant to **N.J.S.A. 40A:11-4.2**, the term of the contract shall not exceed five years.

8.2 The Authority shall evaluate all complete proposals submitted as of the submission deadline.

8.3 An award of contract shall be based upon the cumulative score of the proposals weighted thus: firm qualifications (30%); technical staff qualifications (20%); performance capabilities/statistics (20%); firm assurances (5%); specialized knowledge (10%); and pricing (15%). See Section 7.0.

8.4 In the event of a tie, the Authority reserves the right to award equal or tie bids to any of the tied proposers.

8.5 It is understood by all parties that if, during the life of the contract, the vendor disposes of its business concern by acquisition, merger, sale, and/or transfer or by any means convey its interest(s) to another party, all obligations are transferred to that new party. In this event, the new vendor(s) will be

required to submit all documentation/legal instruments that were required in the original RFP package/contract. Any changes shall be approved by the Authority. The vendor shall not assign any interest in the contract and shall not transfer any interest in the same without the prior written consent of the Authority.

8.6 Any contract for services shall be subject to the availability and appropriation of sufficient funds for this purpose annually.

9.0 PAYMENT AND EXTENSIONS:

9.1 No payment will be made unless accompanied by proper documentation including, but not limited to receipt of an invoice identifying the service or delivery date, unit price, quantity, identification of the product or service delivered, and accompanied by a signed purchase order or requisition and other documentation that may be required by the Authority's Administrative Manager to issue payment.

9.2 Invoices are to be paid at the Authority's monthly board meeting. The Governing Body of the Bordentown Sewerage Authority meets on the **third** Monday of the month, except for January, February, and possibly June, when the meeting is held on the third Tuesday. All invoices need to be received at least seven (7) days prior to the meeting to be paid at that meeting. Invoices received after the cut-off time will be paid at the following month's board meeting.

10.0 TERMINATION OF CONTRACT:

10.1 The Authority reserves the right to revise or cancel said contract with a 60-day written notice to the successful vendor.

10.2 If, through any cause, the vendor fails to fulfill in a timely and proper manner obligations under the contract that unnecessarily impede the Authority or an end user's abilities to perform duties where the use of a PC, laptop, mobile device is utilized, or if the vendor shall violate any of the requirements of the contract, the Authority shall there upon have the right to terminate the contract by giving written notice to the vendor of such termination and specifying the effective date of termination. Such termination shall relieve the Authority of any obligation for balances to the vendor of any sum or sums set forth in the contract. The Authority will pay only for goods and/or services accepted prior to termination.

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

10.4 The vendor agrees that no portion of this contract may be subcontracted to any other vendor without the Authority's consent. In the event the Authority grants such consent, the vendor agrees to indemnify and hold the Authority harmless from any liability to subcontractors/suppliers concerning payment for work performed or goods supplied arising out of the lawful termination of the contract by the Authority under this provision.

10.5 In case of default by the vendor, the Authority may procure the goods and/or services from other sources and hold the vendor responsible for any excess costs.

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

10.7 In the event the Authority is unsure as to whether the vendor/firm failed to fulfill its responsibilities under the terms of this RFP and/or the parties' contract or may have breached said RFP terms or contract, vendor also agrees to cooperate in a technology audit by an auditor of the Authority's choosing. Should the audit reveal no default or breach on the part of the vendor or a minor/ technical breach that the vendor commits to curing within a reasonable time, the Authority shall bear the costs of said audit. If, however, the audit reveals a default or breach that compromises the security of the Authority's network(s), compromises the integrity of data, transactions and/or records, causes confidential or personal information to be divulged without consent, causes damages to Authority hardware, software or communications equipment, or causes material risk to any of the Authority's information technology or information systems, the vendor shall bear the costs of the audit in addition to any other damages the Authority may be entitled to claim as a result of hiring another vendor/ firm to cure the default or breach.

11.0 PUBLIC DISCLOSURE:

Following selection of a firm, all proposals, properly identified proprietary information excepted, shall be subject to public scrutiny. Each firm submitting a proposal must therefore clearly designate any information it provides that it deems to be proprietary. Any such designation must be both reasonable and limited in scope. In any case, disclosure or non-disclosure of such information shall be subject to applicable state statutes.

12.0 STATEMENT OF OWNERSHIP DISCLOSURE:

Chapter 33 of the Public Laws of 1977 (N.J.S.A. 52:25-24.2) and as amended, provides that no Corporation or partnership shall be awarded any Authority contract for the performance of any work or the furnishings of any materials or supplies, unless, prior to

the receipt of the proposal or accompanying the proposal of said corporation or partnership, there is submitted a statement setting forth the names and addresses of all stockholders in the Corporation or partnership who own ten percent or more of its stock or any class, or of all individual partners in the partnership who own a ten percent or greater interest therein. Accordingly, each proposal **must** be accompanied by a completed Ownership Statement in the form attached hereto as **Exhibit A**. Failure to submit Statement of Ownership Disclosure prior to or with proposal shall be cause for immediate rejection.

PART II

PROPOSAL REQUIREMENTS

FORMAT

To assure consistency, responses must conform to the following format:

- A. Firm Qualifications
- B. Scope of Services
- C. Technical Qualifications
- D. Performance Capabilities and Assurances
- E. Specialized Knowledge
- F. Other Information
- G. Form of Contract
- H. Pricing and Fees
- I. Procurement Forms

SECTION A – FIRM QUALIFICATIONS

A.1 Must have a minimum of ten (10) years experience in computer networking, technology support and consulting services with demonstrated experience in maintaining multiple computer networks and domains, computer hardware such as servers, switches, routers, hubs, power back-ups, PCs, laptops and telecommunications equipment; common operating platforms, standard software applications, specialized software applications, cyber-security protection, spam control and fire walls; along with guiding public agencies or businesses on network and communications systems infrastructure and upgrades (inclusive of ancillary hardware and software). Provide a summary of your company's history in providing the services outlined in the Scope of Services Section B.

A.2 Provide a list of contracts with public agencies in the vicinity of Burlington County (up to a maximum of 10 agencies) indicating the name of the public agency, the term of the contract, a summary description of the nature of the contract, the number of end users serviced, annual contract amount and status of the contract (e.g., concluded, renewed, suspended, canceled, new, etc.). The contract listing may encompass contracts covering the years 2020 through the present.

A.3 Vendor/Firm warrants that it has sufficient technological and staff capacity to provide remote telephonic support 24 hours per day/ 7 days per week/ 52 weeks per year and continuous monitoring of all critical systems and network components and can provide telephonic/remote Emergency Service within one (1) hour of being contacted. By initialing the proposal form, the vendor/firm agrees that it will confer with the Authority to establish critical service level parameters for network and server

performance (provided that the service disruption is not caused by the Internet Services Provider(s) used by the Authority).

A.4 Vendor/Firm agrees to provide on-line managed image-based off-site data backup for all data on the Authority's network, and maintain such archived data as required by Authority policy, State and/or federal regulations.

A.5 Vendor/Firm Performance statistics

(Please respond based upon your firm's book of business for its most recently concluded fiscal year.) Note: "after hours" service requests are defined as all calls or emails to the Help Desk (by whatever nomenclature is used, e.g., IT service center, tech support, etc.) received outside of the standard Monday through Friday business workweek or on federally recognized holidays.

Provide answers in minutes.

- i. Average time to answer/respond to service requests during normal business hours.
- ii. Average time to identify and completely resolve the problem expressed in the service request received during normal business hours.
- iii. Average time to answer/respond to after-hours service requests.
- iv. Average time to identify and resolve the problem expressed in the after-hours service request.
- v. Number of technicians, on average, assigned to respond to after-hours service requests.

SECTION B - SCOPE OF SERVICES

1. Routine Responsibilities:

- a. Provide virtual support by Microsoft Certified technicians as requested during normal business hours (ordinarily less than one full day per week). (Note: the assigned technician should have sufficient flexibility as to days and hours to meet the Authority's operational needs.)
- b. Service, configure and optimize the performance of all Authority owned and operated computer systems, including approximately ten (10) workstations/laptops, two (2) servers, and the Authority's terminal server.

- c. Troubleshoot and provide possible repair to internet or domain connectivity, mobile device connectivity, email, and other common problems with connectivity to all areas.
- d. Provide remote and on-site management of all applications, data, server, and files including ancillary equipment such as printers and scanners.
- e. Provide 24 x 7 x 52 monitoring of all critical systems and network components. All system events and critical service parameters must be monitored with appropriate alerting when parameters exceed specified operating ranges.
- f. As needed, coordinate and/or oversee the installation of enterprise/proprietary software in conjunction with proprietary software vendors to ensure that system requirements will support said software and/or can be hosted or maintained and assist as necessary with connecting software to all necessary devices.
- g. Coordinate IT/IS requirements within and between Authority departments.
- h. Maintain, install, diagnose, and repair all hardware and standard software as needed. (Note: installations of common hardware and standard software shall be scheduled in advance of any on-site visits)
- i. Provide remote telephonic support 24 hours per day, 7 days per week, 52 weeks per year via an on-call technician and Emergency Service with a one (1) hour response time.
- j. Schedule and perform any major equipment upgrades (e.g., servers, switches, telecommunication equipment, etc.) and service packs or security upgrades after standard business hours upon reasonable notice to the Authority.
- k. Provide technical insight on the use of electronic records information management systems to store records, as requested, to ensure compliance with N.J. Division of Archives and Records Management (or DORES) requirements for e-records.
- l. Provide technical insight and guidance on adapting to shifting technological work requirements due to epidemics, pandemics or other circumstances which necessitate remote end user access electronic records, data and software applications and the convening of business meetings and public meetings using audio-visual platforms that comply with the N.J. Open Public Meetings Act, when applicable, and do not compromise the Authority's network, telecommunication systems, hardware, or software.

2. Cyber-security and consulting responsibilities:

- a. Review and comply with the Authority's adopted MEL Cyber Risk Management Program, Master Technology Policy V 2.2. Policy is available for download <https://bordentownsa.org/proposalscontracts/request-for-proposals/>
- b. Advise and recommend to the Authority policies regarding acceptable computer use and best practices to safeguard its networks and computing infrastructure, as well as for encrypting financial transactions and protecting data containing personal identification information.
- c. Manage, maintain and regularly test virus protection and spam software and promptly respond to all emergent threats as needed.
- d. Install, manage, monitor and maintain network firewalls and make immediate repairs when breaches or attempted breaches occur.
- e. Develop a critical incident response/ disaster recovery plan for Authority networks, hardware, and software, and designate and sustain a Computer Security Incident Response Team to promptly address such incidents.
- f. Regularly evaluate network security and security software/ updates and perform periodic vulnerability scans in accordance with industry standards.
- g. Promptly inform Authority officials by no later than the next business day of any cyber-security incidents whether or not any data was compromised.
- h. Upon request, assist the Authority with selecting a vendor to perform periodic security penetration tests.
- i. Recommend software upgrades or replacement software, as necessary, to safeguard the Authority's networks and computing infrastructure.
- j. If recommending the Authority move to partial or full cloud-based solutions/applications or data storage, ensure that due diligence is exercised and that such solutions/applications or data storage is hosted on dedicated servers or in FedRAMP Moderate Impact Level Authorized cloud environments.
- k. Make unbiased recommendations relating to the purchase of hardware and software to support operational requirements of the Authority; recommendations should take into account the interoperability and compatibility of existing or projected systems.
- l. Make unbiased recommendations relating to the acquisition or purchase of upgraded operating systems, platforms, telecommunications equipment or

facilities, common software packages, common software applications, browsers, etc.

3. Website Responsibilities:

- a. Provide Quarterly backup and archiving services for the website and associated integration software.
- b. Provide preferred Website Firewall and Proxy service to ensure security and monitor performance, including implementation of SSL Certification.
- c. Monitor, test and perform updates of themes and plugins.
- d. Provide basic text/image content changes within the scope of the current theme. Additional changes requiring significant development and coding will be quoted as projects and billed separately from this contract.

4. Miscellaneous:

- a. Maintain the Authority's Active Directory and domains to include creating, disabling and archiving end user accounts, and establishing access to network shares/ folders/ drives.
- b. Recommend and/or arrange for the procurement of replacement hardware in a fashion that ensures consistency of device type, performance capabilities and interoperability with existing servers, networks, and other equipment.
- c. Ensure that any and all replacements or repairs to equipment under warranty are handled in accordance with the warranty provisions.
- d. Submit a performance report monthly on a rolling Excel spreadsheet providing summary statistics of the servers including detailed accounts of useful life and data capacities and any other relevant information requested by the Authority.

SECTION C – TECHNICAL QUALIFICATIONS

1. Firm Qualifications:

Attach documentation demonstrating that your firm has current membership in the following programs:

- Microsoft Certified Partner
- SynergyDE DevPartner
- Sophos Certified Partner
- Kaseya Certified Partner

- Vade Partner
- KnowBe4 Partner

2. Technical staff qualifications:

The Vendor/Firm's technical staff's qualifications, for technicians and consultants to be assigned to provide services under a contract with Bordentown Sewerage Authority, must encompass thus:

- Microsoft Certified Systems Engineer (MCSE)
- Microsoft Certified Solutions Administrator (MCSA)
- Microsoft Certified Database Administrator (MCDBA) – ***preferred only***
- CompTIA A+ Certification
- Datto Certifications
- Sophos Certifications
- CompTIA Security+ Certification
- CompTIA Project+ Certification
- CompTIA Cloud+ Certification

3. Staff Competencies:

- VMWare ESX Infrastructure Virtualization
- Windows Server 2012 and/or newer version(s)
- Microsoft SQL Server 2014 and/or newer version(s)
- HP Networking Technologies
- Synergy DE Application Framework
- Sophos Security Gateway Firewall/VPN technologies
- Microsoft Active Directory in multi-site, multi-forest, multi-domain environment
- Portal Administration/ Microsoft Online Portal
- OKI Dada Dot Matrix Certified
- Ubiquiti Wireless Network Devices
- Certified Datto Technical Specialist
- Cyber-security requirements of NJ GMIS, NJ MELJIF, federal CJIS
- WordPress Technician/Developer
- KnowBe4 Training Administration
- Vade Secure Administration
- Datto SaaS Administration
- BitDefender EDR Administration
- Penetration Testing
- GoDaddy Domain Management
- Cisco Meraki
- VoIP services
- Microsoft Azure

- Microsoft Intune
- Amazon Workspaces
- Google Workspace
- Security and Access Control Systems
- Low Voltage Cabling
- Privileged Access Management (CyberArk)

SECTION D – PERFORMANCE CAPABILITIES AND ASSURANCES

1. Name and address of your firm and the corporate officer authorized to execute agreements.
2. Briefly describe your firm's history, ownership, organizational structure, and location of its management.
3. Describe in general your firm's regional, statewide, and local service capabilities.
4. Provide and identify the names, experience, qualifications, and applicable licenses held by the individual primarily responsible for servicing the Authority and any other person(s), whether as employees or subcontractors, with specialized skills that would be assigned to service the Authority.
5. Provide a statement that the firm will comply with the Insurance coverage requirements as set forth in Part I, Section 5.0 of this RFP.
6. Provide a statement that the firm is not currently in violation of any regulatory rules and regulations that may have an impact on the firm's operations.
7. State the date of the firm's most recent independent security audit and provide the contact information for the company providing the audit.

What changes (if any) were made to the firm's operations in response to the independent security audit?

8. Indicate *how frequently*, along with the most recent date the firm reviewed and updated its:

Incident Response Plan
Disaster Recovery Plan
Business Continuity Plan

What data loss prevention tools does your firm use? (For software, be sure to identify version.)

9. Will your firm's technicians be able to access the Authority's network, software and work stations using mobile devices?

If so, describe the security measures to ensure the mobile device is safeguarded.

10. What Quality Assurance methods does your firm utilize to ensure that end user problems were completely and satisfactorily resolved? (Explain.)

SECTION E - SPECIALIZED KNOWLEDGE

1. Indicate (attach a one page summary of) your firm's experience with public agency cyber-security projects that involved compliance with the New Jersey Municipal Excess Liability Joint Insurance Fund (MELJIF)'s cyber-security standards (<https://cyberjif.org/documents/>) or a comparable public sector reinsurance entity.
2. Indicate (attach a one-page summary of) your firm's experience with managing an operating system that hosts Harris Local Government Spectrum software platform for core municipal activities (finance, payroll, procurement, utility billing) or a comparable software platform designed for processing core public agency transactions/ activities.

SECTION F – OTHER INFORMATION

This section is for any further pertinent data and information not included elsewhere in this document and found necessary by your firm.

SECTION G – FORM OF CONTRACT/AMENDMENT OF CONTRACT

The Bordentown Sewerage Authority will supply the form of contract which will incorporate the terms and conditions within the document and the successful proposer's fees and costs. Proposer may not vary the material terms of this document when submitting a proposal or include its own version of a contract with its proposal.

Amendment of contract with the successful vendor may be made pursuant to applicable law governing competitive contract request for proposals.

SECTION H – PRICING AND FEES:

This section should address:

Fees related to Scope of Services, additional periodic fees for subscriptions, backup fees, email maintenance (if separate from scope of services), any additional pricing the Firm deems appropriate, and hourly rates for quoted projects.

1. Scope of Services:

The Authority expects to have all servers, workstations, printers, and server data in a functional state. The fee for scope of services as outlined in Section B shall consist of a flat rate to be charged in equal monthly installments and will cover costs of the

Authority to call or email with a computer or network problem or question, a technician to respond either in person if necessary, or preferably remotely to the affected hardware. The flat rate provided shall also cover all requests from the Authority to work with other firms the Authority has contracted with (proprietary software, copier leases) as needed to provide server access to those other firms.

2 Hourly Rates:

Provide an all-Inclusive Hour Rate comprised of all direct and indirect costs such as portal to portal expenses, managerial support, and clerical support for any labor or support for quoted projects.

3 Periodic fees:

The Authority purchases subscriptions for software, domains, SSL Certificates and expects the contracted firm to maintain those subscriptions. The Authority should be billed for those costs by the firm. Please indicate if the firm will pass on the fee with any upcharges. Example: indicate 'cost' or percentage of markup.

4 Quotes:

The successful Firm shall provide quotes for all repair work or recommended upgrades outside of the scope of this RFP to Bordentown Sewerage Authority. The Firm will not begin repairs or purchase recommended equipment without receiving authorization from the Bordentown Sewerage Authority. A quote provided to the Authority for any product upgrades shall be quoted with the firm's cost of purchase indicated in the quote and shall include all labor hours for the setup and installation of quoted hardware or software. Any product markups of over 20% need an explanation from the Firm as to why more than 20% markup is necessary. The Authority expects any tickets that may be related to the newly installed hardware or software to be covered by the scope of services rate. Development quotes shall use the hourly rates as provided with the pricing in this RFP. Depending on the quoted item, board approval may be necessary prior to authorizing the quote with a purchase order.

4 Payment: – See Part I, 9.0 Payment and Extensions.

The Authority is a government agency and is tax exempt. The successful vendor shall comply with all employment and labor laws of the State of New Jersey.

Authority History

For January 2023 – July 2023: The Authority requested 13 support tickets. The Authority requested 1 upgrade quote.

For the Calendar year 2022: The Authority requested 34 support tickets. The Authority requested 2 upgrade quotes.

For the Calendar year 2021: The Authority requested 36 support tickets. The Authority requested 3 upgrade quotes.

PROPOSAL FORM

2024-2028 COMPUTER NETWORKING AND INFORMATION TECHNOLOGY SERVICES

BORDENTOWN SEWERAGE AUTHORITY

NAME OF FIRM: _____ DATE: _____

ADDRESS OF FIRM: _____

CONTACT : _____
 (Name) (Title)

PHONE NUMBER: _____

Section A:

- A.1 - A company summary is included. **INITIAL:** _____.
- A.2 – Listing of Burlington County contract is included. **INITIAL:** _____.
- A.3 – Firm warrants sufficient staff will establish critical service level parameters
INITIAL: _____.
- A.4 – Firm agrees to provide data backup services. **INITIAL:** _____.
- A.5 – Provide performance statistics

Section B:

Firm agrees all services as listed in Section B may be accommodated by the firm
INITIAL: _____.

Section C:

1. FIRM CERTIFICATIONS

Attach documentation demonstrating that your firm has current membership in the following programs, initial next to each provided membership.

INITIAL _____ Microsoft Certified Partner
INITIAL _____ SynergyDE DevPartner
INITIAL _____ Sophos Certified Partner
INITIAL _____ Kaseya Certified Partner
INITIAL _____ Vade Partner
INITIAL _____ KnowBe4 Partner

2. TECHNICIAN CERTIFICATIONS REQUIRED

The firm has included a listing of its technicians' credentials (**required**) and agrees to provide copies of certifications for each technician to be assigned to this contract if requested by the Authority.

INITIAL: _____.

3. STAFF COMPETENCIES:

The vendor/firm warrants that it employs multiple technicians/engineers on staff with documented competency in the areas listed in Section C, Item 3, all of whom will be available, as necessary, to provide services to the Authority.

INITIAL: _____.

SECTION D:

The firm has provided answers to Section D, subsection numbers 1 through 10.

INITIAL: _____.

SECTION E:

The firm has provided answers to Section E, subsection numbers 1 and 2.

INITIAL: _____.

SECTION F: (OPTIONAL-check one)

Additional Information Provided _____.

Additional Information Not Provided _____.

SECTION G:

The vendor/firm agrees the contract language provided is acceptable. *See pages 40-42 of this RFP.*

INITIAL: _____.

SECTION H:
PRICING

	Year 1	Year 2	Year 3	Year 4	Year 5
	2024	2025	2026	2027	2028

Costs Related to Section B: Scope of Services

Technician Support Costs					
Data Backup and Storage Costs					
AEP Standard and AEP Basic					

Costs to be Reimbursed to IT Firm by Authority

Anti-Virus/Anti-Malware software subscription					
Email Subscription					
Annual Domain Registration					
SSL CERTIFICATION					
TOTAL for Year					

All Inclusive Hour Rate - an hourly rate comprised of all direct and indirect costs such as portal to portal expenses, managerial support, and clerical support.

All Inclusive Hourly Rate:

Monday - Friday 8:00am - 4:30pm					
M-F 4:30pm - 8:00am and Weekends					

Please attach additional pages as needed to provide requested information.

SECTION I:

State of New Jersey Procurement Forms

Note: forms listed below, must be executed and returned with the proposal. The proposal and all forms will be made a part of the contract.

All references to the State or its agencies in these forms, except the reference to the State of New Jersey in Question 1 of the Disclosure of Investigations Form, are to be considered references to the Authority.

1. Receipt of Addenda
2. Mandatory Equal Employment Opportunity Language
3. Affirmative Action Compliance Notice
4. American with Disabilities Act of 1990
5. Certification of New Jersey Business Registration
6. Non-Collusion Affidavit
7. Statement of Ownership Disclosure
8. Disclosure of Prohibited Activities in Iran
9. C. 271 Political Contribution Disclosure Form

Bordentown Sewerage Authority
RFP: 2024-2028 Computer Networking and Information
Technology Services

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

Addenda will be posted on the Authority's website:

<https://bordentownsa.org/proposalscontracts/request-for-proposals/>

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

<u>Addendum Number</u>	<u>Dated</u>	<u>Acknowledge Receipt</u> (initial)
_____	_____	_____
_____	_____	_____

☐ **No addenda were received:**

Acknowledged for: _____
(Name of Bidder)

By: _____
(Signature of Authorized Representative)

Name: _____
(Print or Type)

Title: _____

Date: _____

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 et seq.

GOODS, GENERAL SERVICE AND PROFESSIONAL SERVICES 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; or

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/contract_compliance).

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase and Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase and Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to **N.J.A.C. 17:27-1 et seq.**

AFFIRMATIVE ACTION COMPLIANCE NOTICE
N.J.S.A. 10:5-31 and N.J.A.C. 17:27

GOODS AND SERVICES CONTRACTS
(INCLUDING PROFESSIONAL SERVICES)

This form is a summary of the successful bidder's requirement to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et seq.

The successful bidder shall submit to the public agency, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

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

OR

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

OR

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

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

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

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.1 et seq. and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et seq.

COMPANY: _____ SIGNATURE: _____

PRINT NAME: _____ TITLE: _____

DATE: _____

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

The contractor and the Bordentown Sewerage Authority, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (*42 U.S.C. §12101 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 that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

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

COMPANY: _____ SIGNATURE: _____

PRINT NAME: _____ TITLE: _____

DATE: _____

CERTIFICATION OF NEW JERSEY BUSINESS REGISTRATION

Pursuant to the requirements of New Jersey Statute (N.J.S.A. 52:32-44, et seq.), I hereby certify that Proposer holds a valid Business Registration Certificate, and, as proof thereof, a copy of said Business Registration Certificate is attached hereto.

NAME OF PROPOSER

SIGNATURE OF Authorized Representative

PRINT NAME AND TITLE OF SIGNATORY

DATE

**BORDENTOWN SEWERAGE AUTHORITY
RFP: COMPUTER NETWORKING AND INFORMATION TECHNOLOGY SERVICES
NON-COLLUSION AFFIDAVIT**

State of _____

:SS:

County of _____

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

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

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

_____ the bidder making this Proposal for the bid

entitled COMPUTER NETWORKING AND INFORMATION TECHNOLOGY SERVICES,
and that I executed the said proposal with full authority to do so that said bidder has not,
directly or indirectly entered into any agreement, participated in any collusion, or otherwise
taken any action in restraint of free, competitive bidding in connection with the above named
project; and that all statements contained in said proposal and in this affidavit are true and
correct, and made with full knowledge that the BORDENTOWN SEWERAGE AUTHORITY
relies upon the truth of the statements contained in said Proposal and in the statements
contained in this affidavit in awarding the contract for the said project.

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

(Print name of contractor/vendor)

Subscribed and sworn to: _____
Signature of Contractor/Vendor

before me this _____ day of _____, _____.

Notary public Signature Print Name of Notary Public

My Commission expires _____, _____.
Month Day Year

(Seal)

STATEMENT OF OWNERSHIP DISCLOSURE

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

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

Name of

Organization: _____

Organization

Address: _____

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

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

Part II

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

OR

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

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

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

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

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**

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

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

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

Part IV Certification

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

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

**BORDENTOWN SEWERAGE AUTHORITY
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

Bidder/Offeror: _____

PART 1: CERTIFICATION

BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.

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

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders **must** review this list prior to completing the below certification. **Failure to complete the certification will render a bidder's proposal non-responsive.** If the Executive Director finds a person or entity to be in violation of 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 party.

PLEASE CHECK THE APPROPRIATE BOX:

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

OR

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

**COMPLETE THE INFORMATION IN THE BOX BELOW TO PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS.
PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, ATTACH A
SEPARATE SHEET WITH THE INFORMATION REQUESTED IN THE BOX BELOW FOR EACH ADDITIONAL ENTREE.**

Name _____ Relationship to Bidder/Offeror _____

Description of Activities _____

Duration of Engagement _____ Anticipated Cessation Date _____

Bidder/Offeror Contact Name _____ Contact Phone Number _____

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the Bordentown Sewerage Authority ("Authority") is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the Authority to notify the Authority 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 Authority and that the Authority at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): _____ Signature: _____

Title: _____ Date: _____

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a “fair and open” process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
 - of the public entity awarding the contract
 - of that county in which that public entity is located
 - of another public entity within that county
 - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an “interest” ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

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

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

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

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

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

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

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

**This form or its permitted facsimile must be submitted to the local unit
no later than 10 days prior to the award of the contract.**

Part I – Vendor Information

Vendor Name:			
Address:			
City:		State:	Zip:

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

Signature

Printed Name

Title

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form.

Contributor Name	Recipient Name	Date	Dollar Amount
			\$

☐ Check here if the information is continued on subsequent page(s)

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Page ____ of ____

[illegible]

RFP Computer Networking and Information Technology Services
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List of Agencies with Elected Officials Required for Political Contribution Disclosure
N.J.S.A. 19:44A-20.26

County Name: Burlington

State: Governor, and Legislative Leadership Committees

Legislative District #: 7

State Senator and two members of the General Assembly per district.

County:

Freeholders

County Clerk

Sheriff

Surrogate

Municipalities (Mayor and members of governing body, regardless of title):

Bordentown City

Bordentown Township

Boards of Education (Members of the Board):

Bordentown Regional School District

Fire Districts (Board of Fire Commissioners):

Bordentown Township Fire District No. 1

Bordentown Township Fire District No. 2

SECTION G - CONTRACT LANGUAGE
COMPETITIVE CONTRACT 2023-C14
2024-2028 COMPUTER NETWORKING AND INFORMATION TECHNOLOGY SERVICES

THIS AGREEMENT, dated as of the 18th day of December, 2023, by and between THE BORDENTOWN SEWERAGE AUTHORITY, 954 Farnsworth Avenue, P.O. Box 396, Bordentown, New Jersey 08505, and VENDOR NAME, VENDOR ADDRESS, in consideration of the mutual covenants hereinafter set forth, provides as follows:

A. TERM OF CONTRACT

1. The Bordentown Sewerage Authority ("AUTHORITY") agrees to retain VENDOR NAME for a multi-year period of January 1, 2024 – December 31, 2028 to provide COMPUTER NETWORKING AND INFORMATION TECHNOLOGY SERVICES to the AUTHORITY.

B. The duties for COMPUTER NETWORKING AND INFORMATION TECHNOLOGY SERVICES are outlined in the attached Proposal dated _____.

C. As compensation for the COMPUTER NETWORKING AND INFORMATION TECHNOLOGY SERVICES, VENDOR NAME shall be paid in accordance with the pricing schedule included in the attached Proposal.

D. INSURANCE

The VENDOR shall maintain insurance coverage as required by the RFP and shall provide the AUTHORITY with certificates of insurance annually.

E. NON-EXCLUSIVE AGREEMENT

The parties agree that this Agreement for Computer Networking and Information Technology is non-exclusive in nature and that the AUTHORITY may appoint and retain such other professionals as, in its discretion, it may require and may award contracts for service, other professional firms.

F. **BUSINESS REGISTRATION**

No contract shall be entered into by the Authority unless the VENDOR provides a copy of its business registration (as defined in N.J.S.A. 52:32-44) in accordance with the following schedule:

(a) in response to a request for bids or a request for proposals, at the time a bid or proposal is submitted; or

(b) for all other transactions, before the issuance of a purchase order or other contracting document. In its sole discretion, the Authority may waive this requirement with a business registration previously provided to the Authority.

A subcontractor shall provide a copy of its business registration to the VENDOR who shall forward it to the Authority. No contract with a subcontractor shall be entered into by the VENDOR under any contract with the Authority unless the subcontractor first provides proof of valid business registration. The VENDOR shall notify all subcontractors by written notice of the subcontractor's obligation to comply with this provision.

The VENDOR shall maintain and submit to the owner a list of subcontractors and their addresses that may be updated from time to time during the course of the contract performance. A complete and accurate list shall be submitted before final payment is made for goods provided or services rendered or for construction of a construction project under the contract.

For the term of this contract, the VENDOR or subcontractor that enters into a contract with the Authority, and each of the affiliates of the VENDOR or subcontractor (as defined by N.J.S.A. 52:32-44(g)(3)), shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury the use tax due pursuant to the "Sales and Use Tax Act", P.L. 1966, c.30 (N.J.S.A. 54:32B-1 et seq.), on all their sales of tangible personal property delivered into this State.

G. TERMINATION

This contract shall terminate upon the expiration of a period of sixty (60) days following the service of written notice of either party's intention to terminate the contract.

H. AFFIRMATIVE ACTION – See Exhibit A in attached Proposal.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the date and year first above written.

THE BORDENTOWN SEWERAGE AUTHORITY
By: _____
Chair

ATTEST:

Secretary

VENDOR
By: _____

ATTEST:
