INFORMATION TECHNOLOGY SERVICES {IT}

Request for Proposal

TOWN OF PHILLIPSBURG

NOTICE TO BIDDERS

Goods and Services

NOTICE IS HEREBY GIVEN that sealed bids will be received by the Municipal Clerk, for the Town of Phillipsburg, County of Warren, State of New Jersey on Tuesday, December 8th at 10:00 a.m. prevailing time at 120 Filmore St, Phillipsburg NJ 08865 at which time and place bids will be opened and read in public for:

Information Technology Services

Specifications and other bid information may be obtained at the Phillipsburg Municipal Building, 120 Filmore St, Phillipsburg NJ 08865 during regular business hours Monday-Friday 8:00 am- 4:00 pm or online at www.phillipsburgnj.org Bids must be made on the proposal forms included with the bid specification, be enclosed in a sealed package bearing the name and address of the bidder and "Information Technology Services" on the outside, attention to Susan Turner, at the address above.

Robert Bengivenga – Qualified Purchasing Agent
Name & Title (of appropriate official)

Publication date: November 09, 2026

TOWN OF PHILLIPSBURG

IT Infrastructure Consultant and Support

Purpose of Request

The Town of Phillipsburg is seeking Proposals for Information Technology Services to obtain network monitoring and management services support for our enterprise and global networks in both the uniformed network (Police) and non-uniformed network. The Network Managed Service Provider will bid on all networks and be able to deliver services consisting of but not limited to:

- Management and Maintenance of all networks, including security and access.
- Upgrades for network hardware and software, including security.
- New project development and installation. Large scale or specialized projects may go out to public bid or other.
- Day to Day Network/System Consulting

Goals

- Increase effectiveness and efficiency of the Information Technology Systems
- Improve Service strategy, service operation and continual service improvement
- Improve system security from all threats.

Departments and hours of operation

The Town is seeking IT support for the:

- Municipal Building located at 120 Filmore St, Phillipsburg NJ 08865
  - Hours of operation- Monday thru Friday 8:00am to 4:00pm (subject to change)
- Police Department located at 712 South Main Street
- Public Works and OEM located at 441 Heckman Street

Length of Contract

2 years (twenty- four months) ending on December 31st, 2028 as per NJSA 40A:11-15

Payment

Payment by the Town will be made monthly after services have been performed and a monthly invoice has been received. All invoices must contain a list of work completed and a total amount of hours worked. Subject to the approval of the payment of bills by the Town Council at regularly scheduled monthly meetings (2027 dates to be provided).

Section 1- Technical Requirements

1.1 To provide high-quality technical solutions, support and expertise to all Town sites by means of managing Networks preforming testing, installations, upgrades for network hardware, software and security. The Provider shall provide service strategy, service operation and continual service improvements. They will be assigned to projects varying in size and scope by Town management, with the exception of preforming all required tasks, not limited to implementation. Large scale or specialized projects may go out to public bid or other. The Town is requesting a Provider that can fulfill the following:

- 24 x 7 Monitoring services
- 24 x 7 On-site support If/when needed
- 24 x 7 Remote managed services support if/when needed
- New project development, installation and or preparation of technical specifications for public bid or other.

1.2 The Provider Roles and Responsibilities Will Include but Not be Limited to:

- Mitigation and resolution of detected issues
- Proactive identification and remediation of performance, availability, and security issues before user impact.
- Troubleshooting and maintenance of network systems
- Network systems support (install, test, maintain, monitor and tune)
- Respond to Tickets forwarded from other responsibility areas

- Identify root causes of recurring incidents, track trends, provide corrective action recommendations, and escalate unresolved issues through established management and governance processes.
- Network performance analysis (trend, analysis, performance monitoring and capacity planning)
- Perform and document network changes in accordance with an approved change management process, including rollback procedures and maintenance window coordination.
- Network management (utilization and capacity)
- Network utilization and availability reporting
- Management and administration of network monitoring tools
- Maintain current network documentation including: Network diagrams, IP addressing schemes, VLAN configurations, Wireless architecture, Firewall rule documentation, Device inventories, Network runbooks and operational procedures
- Provide quality assurance on all networks installed equipment
- Manage, monitor, and maintain network security infrastructure including firewalls, VPNs, intrusion detection/prevention systems, network access controls, firmware updates, vulnerability remediation, and security configuration management.
- Compliance support for applicable standards including CJIS, NIST, and cyber insurance requirements where applicable.

1.3 Problem Identification, Troubleshooting and Maintenance:

- The Provider shall continuously monitor a trouble ticketing system for new or escalated tickets. All information entered into the ticket shall be clear, concise and accurate. Upon receipt of the trouble ticket, the Provider shall initiate immediate action to clearly define the problem and effect immediate resolution or document the problem in the trouble ticketing system to effectively track it to satisfactory resolution or redistribute to the appropriate IT group responsible for action towards satisfactory resolution.
- The Provider shall document each step in the troubleshooting process as it occurs and update the trouble ticket. Due to the complex nature of networks, it is possible for the source of network problems to reside in one or more devices concurrently. Such as, the Provider shall perform troubleshooting techniques to isolate the source of, diagnose and resolve or assist in the resolution of network problems.
- The Provider shall use existing diagnostic tolls or tools that are appropriate for use in diagnosing problems
- The Provider shall, when required, participate and/or lead in conference calls during mitigation actions or network anomalies.
- The Provider when directed, shall provide the Network Operations group with after action reports regarding troubleshooting efforts and/or resolution actions taken during and/or after network event troubleshooting.

1.4 Problem Resolution and Referral:

- The Provider shall refer network problems to various sources when resolution cannot be achieved by Provider personnel. If diagnosis or resolution has not been completed, the Provider shall escalate the problem with approval from the Town Administrator for further action.
- When problems are detected in hardware or circuits, the Provider must report and resolve the issue, including parts and labor to correct the problem as necessary. See SLA's ad defined below.

1.5 Installation Support:

- The Provider shall install or modify components and other systems as required. This includes physical and logical connections with switches, routers, firewalls and related hardware. No modifications or changes shall be made without approved change request provided by the client change approval process. The Provider shall support implementation of configuration processes based on change review approved by the client change approval process. Network Operations: The Provider shall assist in adhering to the approved process for introducing a scheduled maintenance or network configuration change.
- The Provider shall provide support in troubleshooting network problems associated with new or revised hardware or software installations. The Provider shall provide support in coordinating new off-network connections including direct site-to-site links with other agencies. The Provider shall update baseline artifacts to include logical design, as-is drawings, and other baseline documents. Occasional staff level requirements may occur as a result of requirements, but is addressed on a case-by-case basis

1.6 Network Management and Monitoring:

- The Provider shall be responsible, where applicable, for using Provider's management tools to monitor all networks of the Town.
- The Provider shall have access to the use of wide assortment of management tools to assist the identifying, analyzing and diagnosing network system problems.

1.7 Network Utilization

- The Provider shall be responsible for monitoring network utilization to ensure the network infrastructure accommodates customer traffic to all of the customers to help reduce operational costs and establish a foundation for future cervices.
- The Provider shall coordinate with outside entities as needed for establishment and baseline verification of baseline and operational network utilization. The utilization statistics shall be captured primarily using various tools to monitor device interfaces in relation to transmission media capabilities.

1.8 Availability

The Provider shall monitor system and network availability and compare sample data with the information in the commercial service provider circuit availability reports for verification and validation of outage statistics

1.9 Trend Analysis:

- The Provider shall preform system and network trend analysis to compile daily and/or longer-term reports for various areas of interest. These reports shall supply both generalized and specific information about targeted areas and shall provide useful snapshots of information. These reports shall include but are not limited to daily and weekly reports covering various error conditions, workload (i.e. CPU) and memory network utilization. Customized trend analysis shall be provided based on current monitoring capabilities on an as-needed basis.

1.10 Capacity Planning:

- The Provider shall preform data collection to assist in capacity planning. System and Network usage and configuration information shall be sued with performance statistics to reflect current and long-term utilization metrics. This information shall be used to better estimate future requirements based on application, organizational or technological changes as well as adjustments to provide improved cost/benefit of current resources

1.11 Compliance Support Requirements

- Assist the Client in maintaining compliance with applicable CJIS, NIST, Cyber JIF, and cyber insurance security requirements.
- Conduct periodic compliance assessments and gap analyses to identify deficiencies and recommend corrective actions.
- Develop, maintain, and update security policies, procedures, and operational documentation required to support compliance objectives.
- Implement and maintain cybersecurity controls aligned with the NIST Cybersecurity Framework and applicable regulatory requirements.
- Support vulnerability management, risk assessments, and remediation activities necessary to address compliance findings.
- Assist with audit preparation, evidence collection, and responses to compliance reviews or regulatory inquiries.
- Maintain documentation and reporting demonstrating compliance status, identified risks, and remediation progress.
- Provide guidance regarding cyber insurance controls, security requirements, and recommended best practices to reduce organizational risk.
- Establish and maintain an incident response capability that supports applicable compliance and reporting requirements.
- Conduct periodic compliance review meetings and provide strategic recommendations for continuous improvement of the organization's security posture.

1.12 Technical Requirements:

The Provider shall perform configuration on all systems, networks, troubleshooting and operational support with respect to any of the following as applicable:

- Monitor system and LAN performance, and make upgrade recommendations using management or monitoring tools
- Preform diagnostic testing between system and network components
- Recommend configuration changes network upgrades, and security upgrades as required
- Install, configure, troubleshoot, and maintain system and network monitoring tools and hardware as required or directed
- Install, configure and maintain Firewalls, LAN switches, routers and wireless systems
- Troubleshoot and resolve system and network issues and problems

- Install, label, maintain and troubleshoot internal network wiring and fiber optic cabling
- Document all existing and potential problems and their corrective actions
- Reestablish network connectivity for users during office moves
- Preform periodic preventative maintenance
- Participate in design reviews for new facilities or renovation plans as required
- Diagnostic testing between system and network components
- Systems programming of network switches, routers and related hardware
- Generate network diagrams, rack elevations and documentation
- Travel, as required or directed, to Phillipsburg
- Configure, maintain and troubleshoot Wide Area Network (WAN) protocols
- Identify existing potential network problems and report outages with corrective actions
- Maintain and monitor data backup systems and daily backup activities, assuring restoration points.

1.13 Provider Personnel Minimum Qualifications

- The Provider shall be capable of furnishing all necessary personnel and services required to successfully complete all tasks and work requirements and produce high quality deliverables and support services described herein. The Provider shall demonstrate in its proposal that it possesses such expertise in-house.
- The Provider shall provide Phillipsburg with personnel that have the specific skills that meet the qualifications specified herein. The Provider will be responsible for identifying, diagnosing, defining, preforming and documenting remedial action taken to resolve system and network connectivity issues. The Provider will be responsible for troubleshooting and isolating the source of the problem and developing processes for resolution to share with appropriate town staff.
- ALL support personnel to be subject to Federal, State and Local Background Checks. Provider will need to provide a list of personnel who will be accessing the network either remotely or on-site and will be responsible for having background checks completed and forwarded to the Town. The Provider shall make available personnel who possess the qualifications listed in the foregoing as well as the necessary clearances and access privileges required to access systems and databases including but not limited to: Criminal Justice Information Service, State of New Use of Force Portal, Infoshare Records Management System, Police Officer Scheduling System (POSS) for any and all tasks required for maintenance, updates and troubleshooting.
- Personnel fulfilling the commitment shall possess significant experience, knowledge and proficiency in the areas of commissioning, maintenance, troubleshooting and de-commissioning of body worn cameras, MVR cameras, surveillance cameras, smart parking meters/parking kiosks as well as any and all associated software and hardware.
- The Provider shall provide support remotely and/or on-site within a guaranteed response time specified herein.

1.14 Provider Expertise Required:

The Provider must demonstrate and certify that it possesses at a minimum of three (3) years' experience in providing engineering and administrative support for NJ municipal and law enforcement agencies. Providers bidding for the contract must ALSO have minimum (3) years' experience working in accordance with CJIS security policy.

Section 2- Management

2.1 Technical Proposal Criteria:

Clear, concise, detailed response to the technical criteria below are to be provided in the technical proposal. The Bid/Proposal Affidavit and Acknowledgement of Receipt of Addenda (if applicable) are to be included in the Technical Proposal.

2.2 Signing of Forms:

The proposals, if submitted by an individual, shall be signed by the individual; if submitted by a partnership, shall be signed by such member or members of the partnership as have authority to bind the partnership; if submitted by a corporation, shall be signed off by an officer, and attested by the cooperate secretary or an assistant corporate secretary. If not signed by an officer, there must be attached a copy of that portion of the bylaws or a copy of a board resolution, duly certified by the corporate secretary, showing the authority of the person so signing on behalf of the corporation

2.3 Company Profile: (form provided on page 9)

The Provider is to provide a narrative regarding the Company Profile, to include the following elements:

- Primary business purpose
- A brief history of the firm including how long the firm has been in business

- Management team and staff anticipated to be deployed biographies, including academic history, degrees attained, certification obtained, other relevant experience, including length of tenure with current Provider
- An organization chart of the company showing parent company, and any affiliates, as well as where the branch that will be servicing Phillipsburg is found on the organization chart Address of the firm's headquarters, nearest offices, and branch offices
- Total number of permanent employees in the firm that will be serving the Town of Phillipsburg

2.4 Financial Viability: (form provided on page 9)

- Provide information about your company's financial stability. If your company is public, include an annual report and supporting financial statements. If your company is private, include supporting documentation to demonstrate a stable, profitable, sustainable business model
- Provide detail on any venture funding you have received, including the sources of the venture funding

2.5 Reporting: (form provided on page 10)

- Describe your standard reporting process?
- How frequently will we receive standard reports? _____
- Do you have web-based reporting capability? (Yes or No) Provide sample reports and screen shots of web-based interface
- Do you have the ability to create PDF reports? (Yes or No) Can they be sent securely via e-mail? (Yes or No) Can they be digitally signed and tracked? (Yes or No)
- Can you create custom reports? (Yes or No)
- Describe help desk or ticketing functionality. What workflow management features are available?
- How long is data available in the portal for reporting? _____

2.6 Customer Support and Account Management: (form provided on page 11)

- Describe your company's process for customer-initiated tickets, as it relates to incidents and support issues
- Detail your approach to customer support. What technical support resources do customers have access to?
- What is the escalation process for reported problems or issues?
- What are the hours for customer support?
- How do you maintain quality of support 24x7?
- Describe your customer service responsiveness
- Describe how satisfaction deficiencies are addressed and resolved

2.7 Firm References:

Provide three (3) client contacts that are accounts of similar size and nature. The client references must be current customers and have at least one year of experience with your service. Please include the following in the space below:

Name	Title	Role on Contract	Phone Number	E-mail
1.				
2.				
3.				

Phillipsburg reserves the right to verify all information given if it chooses so, as well as, to check any other sources available including itself even if not provided as a reference by the Provider.

Section 3- Cost Proposal

3.1 Price Proposal Requirements
A price proposal must be submitted in a sealed envelope with the proposal. The envelope shall have the Proposer's name and Bid Title: Information Technology Services prominently displayed, together with the words "Price Proposal". It is with the intent of the Town that the Price Proposal will consist of the following:

Describe how pricing was calculated
Quote rates for recurring monthly services provided for a 12-month period

This quoted pricing must be good through December 31, 2028.
Since the Town reserves the right to award a single vendor or select a number of vendors that meet the Towns need, price proposals should include separate pricing for uniformed (Police) network maintenance/monitoring and non-uniformed network maintenance/monitoring.

3.2 Evaluation and Selection Process:
Evaluation and Selection Committee. All Providers' proposals received by the closing deadline will be reviewed. The Procurement Officer, Robert Bengivenga shall establish an Evaluation and Selection Committee to review and evaluate the proposals. The Committee may request additional technical assistance from any source.
The Procurement Officer, Robert Bengivenga shall first review each proposal for compliance with the requirements for the RFP. Failure to comply with any requirement will disqualify a Provider's proposal. The Provider must assume responsibility for addressing all necessary technical and operational issues in meeting the objectives of the RFP. Each section of the proposal will be evaluated according to the criteria listed below. Proposals cannot be modified, supplemented, cured, or changed in any way after the due date and time for technical proposals, unless specifically requested by the Town.

Evaluation Committee- Craig Brotons- Business Administrator, Shannon Quick-Chief Financial Officer, and James McDonald- Chief of Police

3.3 Technical Evaluation:
After compliance with the mandatory requirements in this RFP has been determined, the Committee shall conduct its evaluation of the technical merit of the proposals in accordance with the Evaluation Criteria. Proposals are evaluated to determine which proposal is most advantageous to the Town. The process involves applying the evaluation criteria contained in the RFP, comparing the proposals to each other, and then, at the conclusion of the technical evaluation, ranking the final shortlist of proposals from most to least advantageous. If used in the evaluation process, numerical point scores will be useful guides, but will not be the sole factor in determining the award. The decision for the award will not be made solely by the raw scores themselves, but rather by the strengths, weaknesses, advantages, and deficiencies that the scores represent.

3.4 The Town has the right to:
- Reject all proposals or issue modified Requests for Proposals at any time before an award
- Meet with proposing vendors to review proposals and obtain clarification of proposal details
- Award a single vendor or select a number of vendors that meet the Town's needs

Specifications

There are weights to each will be announced at time of opening of proposals

All responses will be based upon PRICE AND OTHER FACTORS

Technical Weighted Precent	35_____%
Managerial Weighted Precent	30_____%

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Cost Weighted Precent 35_____%

Total Points: _____100%

As per N.J.A.C. 5:34-1 et. Seq., the rating report will be made available at a minimum of 48 hours prior to action by the governing body in any future award for this service

The rating sheet below is the matrix the administration will be utilizing to rate respondents.

Vendor Name:				
Technical Criteria	**Yes**	**No**	**Notes**	**Points**
Does the vendor's proposal demonstrate a clear understanding of the scope of work and related objectives				10
Is the vendor's proposal complete and responsive to the specific RFP requirements?				10
Has the past performance of the vendor's proposed methodology been documented?				5
Does the vendor's proposal use innovative technology and techniques?				10
			Total Points:	
Management Criteria	**Yes**	**No**	**Notes**	**Points**
How well does the proposed scheduling timeline meet the contracting unit's needs?				1
Does the vendor document a record of reliability of timely delivery and on-time and on-budget implementation?				2
Does the vendor demonstrate a track record of service as evidenced by on-time, on-budget, and contract compliance performance?				2
Does the vendor document industry or program experience?				1
To what extent does the vendor rely on in-house resources vs. contracted resources?				4
Are the availability of in-house and contract resources documented?				2
Documentation of experience in preforming similar work by employees and when appropriate, sub-contractors?				2
Does the vendor demonstrate cultural sensitivity in hiring and training staff?				4
Does the vendor have the financial ability to facilitate what is needed?				6
Is the vendor able to be on location, in Phillipsburg within an hour if needed?				6
			Total Points:	
Cost Criteria	**Yes**	**No**	**Notes**	**Points**
Relative cost: How does the cost compare to other similarly scored proposals?	High	Low		10
Full explanation: is the Price and its component charges, fees, etc. adequately explained or documented?				10

If required, are suitable bonds, warranties, or guarantees provided?				5
Does the proposal include quality control and assurance programs?				10
			Total Points:	
Total Points for Technical + Managerial + Cost =				

Section 4- Management: form for completion

4.1 Company Profile-

The Provider is to provide a narrative regarding the Company Profile, to include the elements mentioned on page 6:

4.2 Financial Viability-

Provide information about the Company's Financial Stability as mentioned on page 6:

*use additional paper if more space is needed

4.3 Log Management-
Include the elements mentioned on page 6:

4.4 Reporting-
Include the elements mentioned on page 6:

*use additional paper if more space is needed

4.5 Customer Support and Account Management-
Include the elements mentioned on page 6:

*use additional paper if more space is needed

List 3 Customer Support References below:

Name	Title	Role on Contract	Phone Number	E-mail
1.				
2.				
3.				

FAILURE TO SUBMIT ANY OF THESE "X" ITEMS WITH YOUR BID IN THIS SECTION IS MANDATORY CAUSE FOR REJECTION OF BID		
Required with Bid if "X"	Documentation Required or Reviewed	Read, Sign & Submitted Bidders Initial
	Bid Guarantee (Bid Bond or Certified/Cashier's Check) (with POA for full amount of Bid Bond)	
	Consent of Surety (Certificate from Surety company)	
	Performance Bond and Labor and Material payment Bond (Required from Awarded Contractor)	
	Maintenance Bond in the amount of 100% for a period indicated in "General Conditions" required from the warded Contractor Upon Acceptance of Project	
	Acknowledgement of Receipt of Addenda (to be completed if addenda are used)	
X	Statement of Ownership Disclosure form with proposal	
	Declaration of Sub Contractors	
	Public Works Contractor Registration Certificate(s) for the Bidder and all Sub Contractors (prior to award, but effective at time of bid)	
X	Mandatory Equal Employment Opportunity/Affirmative Action Regulations	
X	Business Registration Certificate (with proposal)	
X	Insurance: Certificate of Insurance verifying coverage for: Professional Liability, Commercial General Liability AND Worker's Compensation	
X	Price Proposal Forms (Appendix A-1, A-2, A-3)	
X	Acknowledgement of Addenda	
X	Expense and Qualification questionnaire, including at least 3 references	
X	Non-Collusion Affidavit	
X	Disclosure of Investment Activities in Iran	
X	Technical and Managerial Experience and Qualifications	
X	New Jersey Anti-Discrimination Provisions	
	Federal Non-Debarment Certification	
X	American with Disability Act of 1990	

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Technical and Managerial Experience & Qualifications Questionnaire

This questionnaire must be filled out and submitted as a part of the proposal. Failure to complete this form or to provide any of the requested information will be grounds for the rejection of the bid proposal. If additional space is required, the respondent shall add additional sheets, which identify the question being answered. Please provide all relevant information that the bidder may wish to submit concerning its technical and managerial experience and expertise.

Number of years in business under present name and address:_____

If less than five years, list previous names and addresses:

_____ _____
_____ _____
_____ _____

Within the last five years has the business or any officer/partner failed to complete a contract awarded to them: (circle one) Yes No : If yes, please provide the details in on a separate page.

Have any liens and lawsuits been filed against the company in the past five years: (circle one)
Yes No

If yes, please provided details:

_____
_____
_____
_____
_____
_____

List similar services you are now providing for which you have signed contract, but not yet started work for:

_____
_____
_____
_____

List all major subcontractors to be used to complete the service and the area of their responsibility:

_____
_____
_____
_____

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Technical and Managerial Experience & Qualifications Questionnaire (continued)

Please provide all resumes, training and certificates for all owners and personnel that will be in contact with Phillipsburg's accounts:

Name	Title	Longevity with company	Resume	Trainings	Certificates
			Mark an "X" with attach documentation		

Please provide at least 3 similar references below:

Name: _____ Phone: _____

Address: _____

Equipment/Service Provided: _____

Contract Amount: _____

Name: _____ Phone: _____

Address: _____

Equipment/Service Provided: _____

Contract Amount: _____

Name: _____ Phone: _____

Address: _____

Equipment/Service Provided: _____

Contract Amount: _____

Servers/End Points and Other information

End point count

- PD – 41
- Town and respective departments (OEM, DPW, COURT, POOL, Etc) – 54

Server count

- PD – 4
- Town - 2

List of sites

Town Building, PD, OEM, DPW, COURT, POOL

Other Services to consider that we manage daily for all computers :

- EDR
- MDM
- 2 Factor authentication
- Vulnerability scanning
- Firewall management for Town Building, PD, OEM, DPW, COURT, POOL
- Virtual servers at the Town – ProxMox version so they would need this expertise
- Wi-Fi at all buildings: Town Building, PD, OEM, DPW, COURT, POOL

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APPENDIX A-1

Price Proposal Form- Police- Network and Desktop Support

Proposer Name:_____

Please provide pricing for the costs identified below. Ensure that all costs are reflected including "implied" or non-explicit costs. Use a table format, such as the below example, reflecting each of the services against implementation cost, the cost of ongoing services and any additional costs.

	2027	2028
Recurring Monthly Fees	$	$
One Time or Startup Costs	$	$
New hardware or software required	$	$
Hourly Rates or Project Based Proposal	$	$

Description of pricing calculations:

Pricing for project-based work-please describe information on any pricing incentives for longer term contracts:

_____

_____

_____

Ensure all governmental discounts are included in all prices quoted. By signing below, prosper certifies that he/she has read, understands, and will faithfully execute the terms and conditions stated herein. The signer also certifies that he/she is an officer or duly authorized agent of the firm with full power and authority to submit binding offers for the goods or services as specified. Vendors are cautioned to verify their proposals prior to submission as the town cannot be responsible for proposer's errors or omissions. Any proposal that has been accepted by the town may not be withdrawn by the vendor.

Firm Signature:_____

Title:_____Date:_____

Address:_____

Telephone Number:_____

APPENDIX A-2

Price Proposal Form- All Municipal/Non-Uniformed Service Proposal- Network and Desktop Support

Proposer Name:_____

Please provide pricing for the costs identified below. Ensure that all costs are reflected including "implied" or non-explicit costs. Use a table format, such as the below example, reflecting each of the services against implementation cost, the cost of ongoing services and any additional costs.

	2027	2028
Recurring Monthly Fees	$	$
One Time or Startup Costs	$	$
New hardware or software required	$	$
Hourly Rates or Project Based Proposal	$	$

Description of pricing calculations:

Pricing for project-based work-please describe information on any pricing incentives for longer term contracts:

_____

_____

_____

Ensure all governmental discounts are included in all prices quoted. By signing below, prosper certifies that he/she has read, understands, and will faithfully execute the terms and conditions stated herein. The signer also certifies that he/she is an officer or duly authorized agent of the firm with full power and authority to submit binding offers for the goods or services as specified. Vendors are cautioned to verify their proposals prior to submission as the town cannot be responsible for proposer's errors or omissions. Any proposal that has been accepted by the town may not be withdrawn by the vendor.

Firm Signature:_____

Title:_____ Date:_____

Address:_____

Telephone Number:_____

APPENDIX A-3

Price Proposal Form – All Police, all Non-Uniformed Services, specific project-based proposal and general services

Proposer Name:_____

Please provide pricing for the costs identified below. Ensure that all costs are reflected including "implied" or non-explicit costs. Use a table format, such as the below example, reflecting each of the services against implementation cost, the cost of ongoing services and any additional costs.

	2027	2028
Recurring Monthly Fees	$	$
One Time or Startup Costs	$	$
New hardware or software required	$	$
Hourly Rates or Project Based Proposal	$	$

Description of pricing calculations:

Pricing for project-based work-please describe information on any pricing incentives for longer term contracts:

_____

_____

_____

Ensure all governmental discounts are included in all prices quoted. By signing below, prosper certifies that he/she has read, understands, and will faithfully execute the terms and conditions stated herein. The signer also certifies that he/she is an officer or duly authorized agent of the firm with full power and authority to submit binding offers for the goods or services as specified. Vendors are cautioned to verify their proposals prior to submission as the town cannot be responsible for proposer's errors or omissions. Any proposal that has been accepted by the town may not be withdrawn by the vendor.

Firm Signature:_____

Title:_____ Date:_____

Address:_____

Telephone Number:_____

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq. (P.L.1975, c.127) and N.J.A.C. 17:27 et seq.

Goods, General services, 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. l7:27-5.2.

-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 AA-302 (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 & 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 & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

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

AMERICANS WITH DISABILITIES ACT OF 1990

Equal Opportunity for Individuals with Disability

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

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

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

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

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

TOWN OF PHILLIPSBURG

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 ll	**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 Phillipsburg 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 Phillipsburg to notify the Town 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 Phillipsburg to declare any contract(s) resulting from this certification void and unenforceable

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

TOWN OF PHILLIPSBURG

STATEMENT OF OWNERSHIP
New Jersey Business Registration Requirements

Pursuant to N.J.S.A. 52:32-44, _____ ("Contracting Agency") is prohibited from entering into a contract with an entity unless the bidder/proposer/contractor, and each subcontractor that is required by law to be named in a bid/proposal/contract has a valid Business Registration Certificate on file with the Division of Revenue and Enterprise Services within the Department of the Treasury.

Prior to contract award or authorization, the contractor shall provide the Contracting Agency with its proof of business registration and that of any named subcontractor(s).

Subcontractors named in a bid or other proposal shall provide proof of business registration to the bidder, who in turn, shall provide it to the Contracting Agency prior to the time a contract, purchase order, or other contracting document is awarded or authorized.

During the course of contract performance:

1. the contractor shall not enter into a contract with a subcontractor unless the subcontractor first provides the contractor with a valid proof of business registration.
2. the contractor shall maintain and submit to the Contracting Agency a list of subcontractors and their addresses that may be updated from time to time.
3. the contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, 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, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into the State. Any questions in this regard can be directed to the Division of Taxation at (609)292-6400. Form NJ-REG can be filed online at www.state.nj.us/treasury/revenue/busregcert.shtml.

Before final payment is made under the contract, the contractor shall submit to the Contracting Agency a complete and accurate list of all subcontractors used and their addresses.

Pursuant to N.J.S.A. 54:49-4.1, a business organization that fails to provide a copy of a business registration as required, or that provides false business registration information, shall be liable for a penalty of $25 for each day of violation, not to exceed $50,000, for each proof of business registration not properly provided under a contract with a contracting agency.

Emergency Purchases or Contracts For purchases of an emergent nature, the contractor shall provide its Business Registration Certificate within two weeks from the date of purchase or execution of the contract or prior to payment for goods or services, whichever is earlier

Acknowledge that Business Registration Certification is attached

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

TOWN OF PHILLIPSBURG

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Dated	Acknowledge Receipt (initial)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

☐ **No addenda were received**:

Acknowledged for: _____

(Name of Bidder)

By: _____

(Signature of Authorized Representative)

Name: _____

(Print or Type)

Title: _____

Date: _____

TOWN OF PHILLIPSBURG

NON-COLLUSION AFFIDAVIT

State of New Jersey

County of _____ ss:

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 _____, and that I executed the said proposal with
(title of bid proposal)
full authority to do so that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the _____ _____relies upon the truth of the statements contained in said Proposal

(name of contracting unit)

and in the statements contained in this affidavit in awarding the contract for the said project.

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

Subscribed and sworn to

before me this day _____
Signature

_____, 2____ _____
(Type or print name of affiant under signature)

_____

Notary public of

My Commission expires _____

(Seal)

TOWN OF PHILLIPSBURG

Disclosure of Investment Activities in Iran

Bidder Name: _____

Part 1: Certification

BIDDERS ARE TO COMPLETE PART 1 BY CHECKING **EITHER BOX.**

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 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 may render a bidder's proposal nonresponsive. If the 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

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 sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as nonresponsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

Part 2 – Additional Information

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 activates in Iran on additional sheets provided by you.

Part 3: Certification

I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments there 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 Town of Phillipsburg 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 Town to notify the Town 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 Town of Phillipsburg and that the Town at its option may declare any contract(s) resulting from this certification void and unenforceable.

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

TOWN OF PHILLIPSBURG

NEW JERSEY ANTI-DISCRIMINATION PROVISIONS

N.J.S.A. 10:2-1 ET SEQ.

Pursuant to N.J.S.A. 10:2-1, if awarded a contract, the contractor agrees that:

A. 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, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;

B. 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, gender identity or expression, affectional or sexual orientation or sex;

C. 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 the contract; and

D. This contract may be canceled 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.

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

INSURANCE REQUIRMENTS

The Vendor shall maintain sufficient insurance to protect against all claims under Workmen's Compensation, General Liability, and shall be subject to approval for adequacy of protection. Certificates of such insurance shall be provided to the Town when required. Insurance requirements may be as follows:

- Comprehensive General Liability for $1,000,000
- General Automobile Liability for $1,000,000
- Workers' Compensation Statutory Limits with Employer's Liability minimum limits of $500,00

All insurance carriers must be licensed in New Jersey and rated "A-"or higher by AM Best Rating service. The Town of Phillipsburg can reject any insurance carrier that does not meet these requirements.

All policies maintained shall hereby name the Town as additional insured and shall provide thirty (30) days' written notice to the Town of cancellation and/or modification of such policies. The Vendor shall provide the Town with certificates of insurance, evidencing such policies and provisions.

All required insurance coverages must be in effect no later than 12:01 a.m. at the start of the day of the contract and remain in effect for the duration of the contract, including any extensions