

# **CITY OF ORANGE TOWNSHIP**

## **REQUEST FOR BIDS**



**Cloud Hosting of all Servers, Backup,  
Maintenance and Management Solutions, and Technical  
Support upon Request**

**THE CITY OF ORANGE** WILL RECEIVE SEALED BIDS FOR MIGRATING THE ENTIRE COMPUTER NETWORK INFRASTRUCTURE TO A CLOUD BASED SOLUTION TO BE HOSTED OUT OF A L3 DATA CENTER. THE MIGRATION WILL INCLUDE A MINIMUM OF 12 SERVERS. BIDDERS MUST ALSO INCLUDE SOLUTIONS FOR BACKING-UP DATA AND MAINTENANCE. TECHNICAL SUPPORT ON DEMAND, ALONG WITH AN HOURLY RATE PER REQUEST. A VIRTUALIZATION OPTION IS REQUIRED ON MICROSOFT HYPER V SOLUTION OR VMWARE. PROPOSED SOLUTIONS MUST ALSO ADDRESS HOSTING THE CITY'S BUSINESS EMAIL, DATA FILE AND DOCUMENTS, ALL BUSINESS APPLICATIONS, DOMAIN CONTROLLERS AND ANY OR ALL SERVERS. SYSTEM SECURITY, INCLUDING VIRUS PROTECTION, FAULT TOLERANCE, TECHNICAL SUPPORT ON DEMAND, RELIABILITY AND AVAILABILITY BY CLONE SERVERS WITH ZERO DOWNTIME AND REPLICATION ENVIRONMENT WITH DAILY, WEEKLY AND MONTHLY BACKUPS AS WELL AS A MAINTENANCE PLAN(S).

**BIDS ARE DUE BEFORE 11:00 A.M. PREVAILING LOCAL TIME ON SEPTEMBER 29, 2020 AT THE PURCHASING DIVISION, (29 NORTH DAY STREET, ORANGE, N.J. 07050) , AT WHICH TIME ALL BIDS WILL BE PUBLICLY OPENED AND READ ALOUD VIA GOTOMEETING.**

Specifications may be obtained at the Department of Finance, 29 North Day Street, 2<sup>nd</sup> floor, Orange, New Jersey 07050, Monday through Friday, from 9:00am to 4:00pm.

THE ABOVE CONTRACT SHALL BE PERFORMED IN STRICT ACCORDANCE WITH THE NEW JERSEY LOCAL PUBLIC CONTRACT LAWS DOCUMENTS, INCLUDING ANY TECHNICAL SPECIFICATIONS WHICH ARE ON FILE WITH **THE CITY PURCHASING AGENT, (29 NORTH DAY STREET, ORANGE, N.J. 07050)**

BIDS ARE REQUIRED TO COMPLY WITH ALL, BUT NOT RESTRICTED TO THE REQUIREMENTS OF N.J.S.A. 10:5-31 ET. Seq. and N.J.A.C. 17:27, AS WELL AS THE AFFIRMATIVE ACTION REQUIREMENTS OF THE CITY OF ORANGE. SUCH REQUIREMENTS ARE INCLUDED IN THE BIDS DOCUMENTS.

THE CITY OF ORANGE RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS, TO WAIVE DEFECTS OR INFORMALITIES IN PROPOSALS, OR TO ACCEPT ANY BIDS AS IT SHALL DEEM FOR THE BEST INTEREST OF THE CITY OF ORANGE, NEW JERSEY.

BIDS MAY BE HELD BY THE CITY FOR A PERIOD NOT TO EXCEED SIXTY (60) CALENDAR DAYS FROM THE DATE OF OPENING OF THE BIDS FOR THE PURPOSE OF REVIEWING THE BIDS AND INVESTIGATING THE QUALIFICATIONS OF THE VENDORS PRIOR TO AWARDING OF THE CONTRACT.

**Adrian Mapp  
Finance Director  
29 North Day Street  
Orange, N.J. 07050**

# REQUEST FOR BIDS

## General Scope & Overview

The City of Orange Township is soliciting Requests for Bids (RFB) from qualified firms to upgrade/replace the City's Municipal servers by migrating to a cloud hosted solution that include automated and scheduled backup of all data. The City of Orange Township is soliciting bids for the following services stated below, bidders may response to provide services for either or both areas. Bidders **must** provide detailed plans, solutions and cost for services for:

### **Service Area A:**

- Cloud hosting a minimum of 12 servers;
- backing up data and maintenance with replication on a daily, weekly, and monthly backup as well as maintenance plans;
- Hosting the city's email, data files and documents, all business applications, domain controllers and any or all servers in a Cloud environment that allows remote access to all users;
- creating a Microsoft Exchange Email server for all users and monitoring the server;
- purchase, install and maintain system security, including a minimum of virus protection, fault tolerance, Malware, Spyware for all servers, laptops, tablets and users computers;
- data recovery;
- installation of clone servers with zero down time; and
- 24x7 access to on demand technical support, which include on-site support as needed.
- Technical Support upon request, with hourly rates provided for each occurrence.

### **Service Area B:**

The City of Orange is a municipal corporation that provides fire and police services to residents on a 24 hour, 365 days per year including holidays and weekends. Bidders may also provide cost for providing desktop support services for general computer issues during daily operations, evenings and weekends.

### **Service Area C:**

Bidders may provide cost for the installation of new and/or existing network computer/data line drops. Bidders cost should include the installation of new network data/computer/voice lines in the form of a CAT6 drop with a minimum of 2 outlets on the faceplates for voice and data. All other cost associated with the installation of network computer/data/voice line installations should be detailed in the bid on a per unit basis.

Please submit four (4) hard copies, and one digital copy no later than 11:00 am, prevailing local time on September 29, 2020. All responses to the **Request for Bids** shall be clearly marked on the outside of the packaging as "Cloud Hosting of all Orange Servers, Backup, Maintenance and Management Solutions. Complete responses, questions and/or clarifications regarding this bid should be directed by email to:

**Adrian O. Mapp, Director of Finance & QPA**  
City of Orange Township

29 North Day Street  
Orange, New Jersey 07050  
973-266-4011  
[amapp@orangenj.gov](mailto:amapp@orangenj.gov)

Facsimile and electronic (email) bids will not be accepted. Bids will not be accepted after the stated opening date and time. Late bids will not be returned to the vendor. The City reserves the right to reject any or all responses, to waive defects or informalities or to accept any proposal it shall deem in the best interest of the City of Orange Township.

## **Requirements**

The City of Orange Township seeks bids from firms to conduct the following:

1. Migrating the entire computer network infrastructure to a cloud-based solution to be hosted out of a tier III data center. Remote hosting must be provided in a Tier III Certified Data Center with biometric screening, digital video surveillance and 24 x 7 x 365 on-site guard staff. Shared server platforms such as Amazon AWS, Go Daddy or Host Gator are not allowed;
2. Desktop support for all users; and
3. Installation of new network drops for computer/data/voice.

Solutions must have enhanced security, including protection against cloud based virus and malware attacks, and be safe-guarded behind an enterprise level content management firewall. Expert maintenance and support must be performed by personnel experienced in virtualized and Cloud environments. Proposals must be designed with the ability to recover quickly from a disaster. A multi-level backup architecture must be part of the proposal and feature multiple backup points during the business day, without affecting availability and usability by the staff and the proposed solution must satisfy a seven (7) year data-retention policy.

The response should include any and all cost for software, licenses and materials; licenses for current City firewalls should be reviewed, and if needed updated. All proposed solutions must provide a migration plan that minimizes any impact on the City of Orange operations.

## **Server Inventory**

**Existing-** Production servers currently include:

- **Domain Controller** - Provides Active Directory, DHCP and DNS.
- **Secondary Domain Controller-** Serves as a Secondary Domain Controller.
- **File Server** - All data will be migrated to the new File Server.
- **Tax Server** - All applications and data will be migrated to the new Tax Server.
- **Exchange Server** - All business emails must be cloud hosted on Exchange Server
- **Finance Server** - All applications and data will be migrated to the new File Server.
- **Application Server** - Spatial Data Logic on Microsoft Server.
- **Recreation Server** - All data will be migrated and consolidated to the new File Server. On Microsoft Server.

- **Backup Server** - Performs replication and backup services on Microsoft Server Standard Edition.
  
- **Police Server**
  - CAD SERVER 1 Microsoft Server
  - CAD SERVER 2 Microsoft Server
  - CAD SERVER 3 Microsoft Server
  
- **Fire Department Server - Application Server** - Microsoft Server

### **SCOPE OF SERVICES & Technical Requirements for Secured Remote Hosting**

City's Goal is to Cloud host All Servers with one vendor who meets the below listed infrastructure criterion which will Township , Police and Fire Dept. Servers to be managed by on a single secure platform by the vendor who has the below qualifications and has a most secure network infrastructure.

The City of Orange Township is requesting proposals for managed information technology services and support. Outsource the maintenance, support and services associated with the City of Orange Township , Police and Fire Dept's information technology (IT) infrastructure, including support for IT related hardware, networking, equipment, systems, software and services. The support plan shall include break/fix occurrences, initial system deployment and ongoing system maintenance. Services to be provided by agency shall include the following but are not limited to the following:

- Cloud Hosted Server infrastructure must be hosted out of a Tier III Certified Data Center with biometric screening, digital video surveillance and 24 x 7 x 365 days on-site guard staff.
- Vendor must have a MCSE (Microsoft Certified Systems Engineer) or CCNA (Cisco Certified Network Associate) on board.
- Vendor must have past or current experience managing similar size or larger municipalities in the state of New Jersey.
- Vendor must provide a ransomware Antivirus/Antimalware/Ransomware either cloud based or a local protection of all servers and workstations. Subscription based software will be paid separately by the City.
- Vendor must provide a Dual level backup so as to recover from any and all disaster or ransomware attacks.
- Vendor must provide a Call Center service Call on Demand 8 to 5PM and 24/7/365 Emergency Call Support. Vendor must have a secure 128-bit remote software for remote connection to workstations during business hours.
- Vendor must be able to provide an Onsite Support within 2 hrs. in case of emergencies such as internet down, workstation down or power outage solutions.

- Vendor must have knowledge to configure Group policy management for managing workstation environment, securing equipment and software maintenance, monitoring and management.
- Vendor will be required to configure and manage Remote Access and VPN management as requested by the City.
- Agency will provide remote agent, remote service and onsite support when appropriate as requested by the City.
- Server infrastructure must be hosted behind an enterprise level content management firewall.
- Virtualized server infrastructure must be on a virtualization platform such as Hyper V.
- Server infrastructure must have a disaster recovery plan in place.
- Maintenance of server infrastructure must be by experienced, qualified Cisco Certified Networking Associate (CCNA) and Microsoft Certified Solutions Expert (MCSE or MCITP) engineers.
- Ongoing support for 24 hours per days x 365 days per year of the server infrastructure must be included as part of the monthly hosting of the City's virtualized server infrastructure. Virtualized Hosting must be done on independent virtualized servers. Shared server platforms such as Amazon AWS, Go Daddy or Host Gator are not allowed.

## **Company Qualifications & Experience**

1. Provide a narrative of your firm, including years in business, experience in virtualization of servers, and the principals that will be assigned to this project.
2. Provide 3 references. References must be from organizations that you have virtualized servers currently in use. Include contact name, email, phone number and website.
3. Describe the process you will use to execute the project. Include a typical project plan and project timeline. Identify points of client interaction and the client's role in the project. What services does the Vendor supply? What is the City responsible for during Implementation? What are the internet requirements?
4. For all server updates include your timeline, i.e. Critical and Non-Critical updates.
5. Describe different services offered by your organization.
6. Provide a brief bio listing qualification of each employee that would contribute to the virtualization of the City's server infrastructure. Please detailed the staff that will be assigned to the project and detail their background/experience.
7. Provide any additional information about your organization that you feel is relevant to the decision-making process.

## **Data Management, Backup and Support**

The Vendor must detail their Data Management and Backup plan/process and Support goals in their response and provide the following Support Information:

1. Support Options
  - a. Does the Vendor provide a toll-free support number?
  - b. Does the Vendor provide Online Support?
  - c. Other options for support
2. Please provide Response Times and Resolution Times to the following incident levels

- a. Emergency
- b. Critical
- c. Standard Help Call
- 3. Problem Escalation Procedures
  - a. How are incidents handled?
  - b. What tools do the Vendor Support Staff use?
  - c. What is the basic chain of command?
- 4. System Updates
  - a. How are updates managed?
  - b. How often are updates released?
  - c. What is the typical downtime during an update?
- 5. Please detail the plan for data management, data backup and recovery.

## **Fees & Pricing**

- 1. Firms may response to provide services to all or parts of the bid specs unless otherwise stated.
- 2. Firms must state the areas of service that they are responding to.
- 3. Fees should be broken down to list major fee categories, by personnel and corresponding hourly rates for on-site and/or phone support where applicable for all areas.
  - a. What is the pricing model? Fixed fee, hourly rate, hybrid, other?
  - b. What services are included in the pricing?
  - c. Responses should include a detailed list of “one-time” fees and a detailed list of recurring fees.
- 4. Please be very explicit in listing and describing services and the corresponding fees.

## **EVALUATION**

The responses maybe be evaluated by an Evaluation Committee composed of members of affected departments together with representative(s) from the Finance Department. The following evaluation criteria categories, not necessarily listed in order of significance, will be used to evaluate proposals received in response to this RFB. The evaluation criteria categories may be used to develop more detailed evaluation criteria to be used in the evaluation process:

- A. The vendor’s general approach and plans in meeting the requirements of this Bid.
- B. The vendor’s detailed approach and plans to perform the services required by the Scope of Work of this Bid.
- C. The vendor’s documented experience in successfully completing virtualization to cloud environment of a similar size and scope to the work as required by this Bid.
  - 1. The vendor must provide a outline of their migration strategy for all areas that the vendor is responding to as listed in this Bid document.
- D. The qualifications and experience of the vendor’s management, supervisory or other key personnel assigned to the contract, with emphasis on documented experience in successfully completing work virtualization to cloud environment on contracts of similar size and scope to the work required by this Bid.

- E. The overall ability of the vendor to mobilize, undertake and successfully complete the contract. This judgment will include, but not be limited to, the following factors: the number and qualifications of management, supervisory and other staff proposed by the vendor to complete the contract, the availability and commitment to the contract of the vendor's management, supervisory and other staff proposed, and the vendor's day to day service commitment.
- F. The vendor's documented experience with working with Public agencies as required by the scope of this Bid.
- G. The vendor's detailed response to the cost is required by this Bid.
- H. The vendor must provide the location and details of the datacenter, specifically detailing the center's technical and security environment where the Cloud Virtualized servers will be hosted. A mandatory tour of the facility will be required by the City's IT Team for auditing. The City highly desires that the datacenter is located in New Jersey.

**The City of Orange reserves the right to reject any to all proposals or to waive any informality included in the proposal.**



**City of Orange Township**

**PROPOSAL DOCUMENT CHECKLIST\***

<b>Required by owner</b>	<b>Submission Requirement</b>	<b>Initial each required entry and if required submit the item</b>
<input type="checkbox"/>	Stockholder Disclosure Certification	
<input type="checkbox"/>	Non-Collusion Affidavit	
<input type="checkbox"/>	Proposal Form	
<input type="checkbox"/>	References, provided by vendor	
<input type="checkbox"/>	Status of Present Contracts, provided by vendor	
<input type="checkbox"/>	Receipt Of Addendum	
<input type="checkbox"/>	Equipment Certification	
<input type="checkbox"/>	Bid Guarantee (with Power of Attorney for full amount of <i>Bid</i> Bond)	
<input type="checkbox"/>	Public Works Contractor Certificate	
<input type="checkbox"/>	Consent of Surety (with Power of Attorney for full amount of Bid Price)	
<input type="checkbox"/>	Mandatory Affirmative Action Language	
<input type="checkbox"/>	Prevailing Wage	
<input type="checkbox"/>	Americans with Disabilities Act of 1990 Language	
<input type="checkbox"/>	Proof of Business Registration	
<input type="checkbox"/>	Pay To Play Disclosure	

**NON-COLLUSION AFFIDAVIT**

STATE OF NEW JERSEY  
COUNTY OF ESSEX

ss:

I AM \_\_\_\_\_

OF THE FIRM OF \_\_\_\_\_

UPON MY OATH, I DEPOSE AND SAY:

1. THAT I EXECUTED THE SAID SUBMISSION WITH FULL AUTHORITY SO TO DO;
2. THAT THIS RESPONDENT HAS NOT, DIRECTLY OR INDIRECTLY ENTERED INTO ANY AGREEMENT, PARTICIPATED IN ANY COLLUSION, OR OTHERWISE TAKEN ANY ACTION IN RESTRAINT OF FAIR AND OPEN COMPETITION IN CONNECTION WITH THIS ENGAGEMENT;
3. THAT ALL STATEMENTS CONTAINED IN SAID SUBMISSION AND IN THIS AFFIDAVIT ARE TRUE AND CORRECT, AND MADE WITH FULL KNOWLEDGE THAT THE CITY OF ORANGE RELIES UPON THE TRUTH OF THE STATEMENTS CONTAINED IN SAID SUBMISSION AND IN THE STATEMENTS CONTAINED IN THIS AFFIDAVIT IN AWARDING THE CONTRACT FOR THE SAID ENGAGEMENT; AND
4. THAT NO PERSON OR SELLING AGENCY HAS BEEN EMPLOYED TO SOLICIT OR SECURE THIS ENGAGEMENT AGREEMENT OR UNDERSTANDING FOR A COMMISSION, PERCENTAGE, BROKERAGE OR CONTINGENT FEE, EXCEPT BONA FIDE EMPLOYEES OR BONA FIDE ESTABLISHED COMMERCIAL SELLING AGENCIES OF THE RESPONDENT. (N.J.S.A.52: 34-25)

SUBSCRIBED AND SWORN TO  
BEFORE ME THIS \_\_\_\_\_ DAY  
OF \_\_\_\_\_, 2020

\_\_\_\_\_  
(Type or Print Name of Affiant under Signature)

\_\_\_\_\_  
NOTARY PUBLIC OF

MY COMMISSION EXPIRES:

# City of Orange Township

## STOCKHOLDER DISCLOSURE CERTIFICATION

**Name of Business** \_\_\_\_\_

I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

**OR**

I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

**Check the box that represents the type of business organization:**

- Partnership                       Corporation                       Sole Proprietorship  
 Limited Partnership     Limited Liability Corporation     Limited Liability Partnership  
 Subchapter S Corporation

**Sign and notarize the form below, and, if necessary, complete the stockholder list below.**

Stockholders:

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Home Address: \_\_\_\_\_

Home Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Home Address: \_\_\_\_\_

Home Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Home Address: \_\_\_\_\_

Home Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Subscribed and sworn before me this \_\_\_ day of \_\_\_\_\_, 2018

\_\_\_\_\_  
(Affiant)

(Notary Public)

\_\_\_\_\_  
(Print name & title of affiant)

My Commission expires:

(Corporate Seal)

# City of Orange Township

## ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

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: \_\_\_\_\_

# City of Orange Township

## PROPOSAL FORM

### Cloud Hosting of all Servers, Backup, Maintenance and Management Solution

The undersigned proposes to furnish and deliver the above goods/services pursuant to the proposal specifications and made part hereof:

X \_\_\_\_\_

\_\_\_\_\_  
Amount in words

\_\_\_\_\_  
\$ Amount in Numbers

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Federal I.D. # or Social Security #

\_\_\_\_\_  
Address

\_\_\_\_\_  
Signature of Authorized Agent

\_\_\_\_\_  
Type or Print Name

Title: \_\_\_\_\_

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Date

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
E-mail address

**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 proposal 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 proposal 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 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: \_\_\_\_\_

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

The contractor and the City of Orange, (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. 5121 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.

X \_\_\_\_\_  
Sign and Date

**BUSINESS ENTITY DISCLOSURE CERTIFICATION**  
**FOR NON-FAIR AND OPEN CONTRACTS**  
Required Pursuant To N.J.S.A. 19:44A-20.8  
**CITY OF ORANGE TOWNSHIP, NEW JERSEY**

The following is statutory text related to the terms and citations used in the Business Entity Disclosure Certification form.

**“Local Unit Pay-To-Play Law” (P.L. 2004, c.19, as amended by P.L. 2005, c.51)**

**19:44A-20.6 Certain contributions deemed as contributions by business entity.**

5. When a 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. When a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity.

**19:44A-20.7 Definitions relative to certain campaign contributions.**

6. As used in sections 2 through 12 of this act: “business entity” means any natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of this State or of any other state or foreign jurisdiction; “interest” means the 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, as appropriate;

**Temporary and Executing**

12. Nothing contained in this act shall be construed as affecting the eligibility of any business entity to perform a public contract because that entity made a contribution to any committee during the one-year period immediately preceding the effective date of this act.

~~~~~  
**The New Jersey Campaign Contributions and Expenditures Reporting Act (N.J.S.A. 19:44A-1 et seq.)**

**19:44A-3 Definitions.** In pertinent part...

p. The term "political party committee" means the State committee of a political party, as organized pursuant to R.S.19:5-4, any county committee of a political party, as organized pursuant to R.S.19:5-3, or any municipal committee of a political party, as organized pursuant to R.S.19:5-2.

q. The term "candidate committee" means a committee established pursuant to subsection a. of section 9 of P.L.1973, c.83 (C.19:44A-9) for the purpose of receiving contributions and making expenditures.

r. the term "joint candidates committee" means a committee established pursuant to subsection a. of section 9 of P.L.1973, c.83 (C.19:44A-9) by at least two candidates for the same elective public offices in the same election in a legislative district, county, municipality or school district, but not more candidates than the total number of the same elective public offices to be filled in that election, for the purpose of receiving contributions and making expenditures. For the purpose of this subsection: ...; the offices of member of the board of chosen freeholders and county executive shall be deemed to be the same elective public offices in a county; and the offices of mayor and member of the municipal governing body shall be deemed to be the same elective public offices in a municipality.



**19:44A-8 and 16 Contributions, expenditures, reports, requirements.**

*While the provisions of this section are too extensive to reprint here, the following is deemed to be the pertinent part affecting amounts of contributions:*

“The \$300 limit established in this subsection shall remain as stated in this subsection without further adjustment by the commission in the manner prescribed by section 22 of P.L.1993, c.65 (C.19:44A-7.2)

**BUSINESS ENTITY DISCLOSURE CERTIFICATION**  
**FOR NON-FAIR AND OPEN CONTRACTS**  
 Required Pursuant To N.J.S.A. 19:44A-20.8  
**CITY OF ORANGE TOWNSHIP, NEW JERSEY**

**Part I – Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that

**(Contractor)**

has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one-year period preceding the date of reorganization to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the **CITY OF ORANGE TOWNSHIP** as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

|                                |  |
|--------------------------------|--|
| <b>Dwayne D. Warren</b>        |  |
| <b>Kerry J. Coley</b>          |  |
| <b>Tency A. Eason</b>          |  |
| <b>Harold J. Johnson, Jr</b>   |  |
| <b>Weldon M. Montague, III</b> |  |
| <b>Clifford R. Ross</b>        |  |
| <b>Jamie Summers-Johnson</b>   |  |
| <b>Adrienne Wooten</b>         |  |
|                                |  |

**Part II – Ownership Disclosure Certification**

I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

**Check the box that represents the type of business entity:**

- Partnership       Corporation       Sole Proprietorship       Subchapter S Corporation  
 Limited Partnership       Limited Liability Corporation       Limited Liability Partnership

| <b>Name of Stock or Shareholder</b> | <b>Home Address</b> |
|-------------------------------------|---------------------|
|                                     |                     |
|                                     |                     |
|                                     |                     |
|                                     |                     |
|                                     |                     |

**Part 3 – Signature and Attestation:**

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: \_\_\_\_\_

Signed: \_\_\_\_\_ Title: \_\_\_\_\_

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

Subscribed and sworn before me the \_\_\_\_\_  
day of \_\_\_\_\_

\_\_\_\_\_  
(Affiant)

\_\_\_\_\_, 20 .

My Commission expires:

\_\_\_\_\_  
(Print name & title of affiant) (Corporate Seal)

