

**BOROUGH OF KENILWORTH**

**REQUEST FOR PROPOSALS**

**RFP # 2018 - (001)**

**POLICE OFF-DUTY DETAIL MANAGEMENT SYSTEM**

Respondents are required to comply with the requirements of  
N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27

ISSUE DATE: Saturday February 10, 2018

DUE DATE: Thursday, February 22, 2018  
10:00am – Municipal Clerk's Office

Issued by:

Chief Financial Officer/Qualified Purchasing Agent, Borough of Kenilworth  
567 Boulevard, Kenilworth, New Jersey 07033

## **SECTION 1 INTRODUCTION**

The Borough is soliciting Request for Proposals for the provision of professional services, as more particularly described herein. Persons and/or firms interested in assisting the Borough with the provision of such services must prepare and submit a Qualification Statement in accordance with the procedure and schedule in this RFP. The Borough intends to qualify person(s) and/or firm(s) that (a) possess the professional, financial and administrative capabilities to provide the proposed services, and comply with (b) the terms and conditions determined by the Borough to provide the greatest benefit to the taxpayers of Kenilworth Borough.

## **SECTION 2 SCOPE OF SERVICES**

### **Intent and Scope of Work**

The Borough of Kenilworth seeks to receive bids for the management and administration of the Kenilworth Borough Police Department's Off-Duty Detail on their behalf. The successful vendor shall be responsible for the administration of all off-duty police details on behalf of the Borough of Kenilworth including requests for service, scheduling work, invoicing, reporting and collecting payments. Requests for off-duty work and scheduling shall be completed through a secure online platform and a telephone assistance center. The contractor shall also remit detail payments to the Borough of Kenilworth securely, as payment shall be made to the officers through the Borough payroll system and provide monthly escrow account reporting when applicable.

The contractor shall administer the off-duty program in accordance with Borough policies, contracts and regulations, with no substantial changes to the manner in which off-duty details are distributed.

### **Evaluation and Award**

Proposals will be evaluated and ranked by The Borough of Kenilworth on the factors most advantageous to the Borough including managerial competency, technical criteria and price. After review and analysis, the proper officials of the Borough of Kenilworth may recommend the most qualified proposer to the Governing Body for an award of contract. The Borough reserves the right to reject all proposals for any reason.

### **Managerial Criteria**

Each response to the RFP shall include:

- The company's experience administering police-off duty detail management systems. Please include a list of at least five references, preferably in New Jersey.
- The ability of the vendor to supply the personnel to carry out a police-off duty management system; describe the firm's level of staffing, operating hours, the

number of personnel that will be assigned to the Borough's account, the firm's facility and equipment.

- The ability to collect client payments in an effective, timely manner.
- The ability to accept and determine credit risk of clients as well as configure client billing accounts accordingly.
- The ability to remit payment to the Borough of Kenilworth for details worked regardless of client payment status.

### **Technical Criteria Required**

The system shall operate on a secure online platform that enables clients to request officers and officers to respond to requests for off -duty work. Please provide samples, or screen shots of the user interface for both the Borough and client side.

The system shall feature a calendar that can be imported to a PC or mobile device to remind officers of upcoming details. Please include samples or screenshots of this module.

Officers shall be able to clock-in and out of the detail using the system.

The system shall have the capability to assign off-duty details based on Police Department protocol.

The system shall not schedule officers to work details that conflict with Police Department rules and regulations.

The system shall report hours worked by each officer to the Borough Police Department and Finance Department at least 10 days prior to the scheduled pay date to ensure timely payments to the officers. Please include sample reports.

### **Prices**

Please include a schedule of prices for your proposal. Proposal fees submitted shall be an all-inclusive hourly rate or fee added to each off-duty detail worked, which shall be billed to clients of the system. More specifically, it shall include all costs associated with program configuration, implementation, deployment, training, any travel required and insurance. The Borough of Kenilworth shall not incur additional costs or fees associated with the program and shall not be charged for Borough or local School sponsored activities.

Please also include a schedule of terms, conditions and finance rates/charges for client credit accounts.

## **SECTION 3 GENERAL INFORMATION**

### **3.1. Procurement Process and Schedule.**

The selection of Qualified Respondents is being made pursuant to N.J.S.A. 40A:11-4.5 of the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq. The selection is subject to the “New Jersey Local Unit Pay-to-Play” Law, N.J.S.A. 19:44A-20.4 et seq. The Borough has structured a procurement process that seeks to obtain the desired results, while establishing a competitive process to assure that each person and/or firm is provided an equal opportunity to submit a Proposal and Qualification Statement in response to the RFP.

Proposals and Qualification Statements will be reviewed and evaluated by the Borough to determine if the Respondent has met the minimum professional, administrative and financial areas described in this RFP. Based upon the totality of the information contained in the Qualification Statement, including information about the reputation and experience of each Respondent, the Borough will (in its sole judgment) determine which Respondent is best qualified to perform the services.

All communications concerning this RFP or the RFP process shall be directed in writing to the Borough Chief Financial Officer/Qualified Purchasing Agent.

**Proposals and Qualification Statements must be submitted to, and be received by, the Borough Clerk’s Office, via mail or hand delivery, by 10:00 a.m. prevailing time on the date due. Proposals and Qualification Statements will not be accepted by facsimile transmission or e-mail.**

ANTICIPATED PROCUREMENT		
	SCHEDULE ACTIVITY	DATE
1.	Advertisement of Notice for Request for Proposal	February 10, 2018
2.	Availability of bid specifications from Kenilworth Borough <ul style="list-style-type: none"> <li>- via <a href="http://www.kenilworthborough.com">www.kenilworthborough.com</a></li> <li>- in the Municipal Clerk’s Office</li> </ul>	February 10, 2018 February 12, 2018
3.	Receipt of Proposals and Qualification Statements	February 22, 2018
4.	Anticipated Borough Designation of Qualified Respondent	February 28, 2018

**3.2. Conditions Applicable to RFP.**

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

All costs incurred by the Respondent in connection with responding to this RFP shall be borne solely by the Respondent.

The Borough reserves the right (in its sole judgment) to reject any Respondent that submits incomplete responses to this RFP, or a Qualification Statement that is not responsive to the requirements of this RFP.

The Borough reserves the right, without prior notice, to supplement, amend, or otherwise modify this RFP, or otherwise request additional information. Prospective bidders shall be notified of any modifications made by the Borough of Kenilworth.

No Proposals and Qualification Statements shall be returned.

All Proposals and Qualification Statements will be made available to the public at the appropriate time, as determined by the Borough (in the exercise of its sole discretion) in accordance with law.

The Borough may request Respondents to send representatives to the Borough for interviews.

Any and all Proposals and Qualification Statements not received by the Borough by 10.00 a.m. Prevailing Time on the date due will be rejected.

Neither the Borough, nor their respective staff, consultants nor advisors shall be liable for any claims or damages resulting from the solicitation or preparation of the Proposal and Qualification Statement.

The Borough may waive any technical non-conformance with the terms of this RFP.

The Borough may suspend or terminate the procurement process described in this RFP at any time (in its sole discretion.) If terminated, the Borough may determine to commence a new procurement process or exercise any other rights provided under applicable law without any obligation to the Respondents.

### **3.3. Submission of Qualification Statements.**

Respondents must submit an original and one (3) copies of their Proposal and Qualification Statement to:

Laura Reinertsen, Borough Clerk  
Borough of Kenilworth  
567 Boulevard  
Kenilworth, New Jersey 07033

Respondent shall have an electronic copy available upon request.

## **SECTION 4 SUBMISSION REQUIREMENTS**

1. Respondent shall submit a description of its overall experience in providing the type of services sought in the RFP. At a minimum, the following information on past experience should be included as appropriate to the RFP:
  - a. Description and scope of work by Respondent
  - b. Name, address and contact information of references
  - c. Explanation of perceived relevance of the experience to the RFP
2. Describe the services that Respondent would perform directly and those portions, if any, that are sub-contracted out. Identify all subcontractors the Respondent anticipates using in connection with this project.
3. Brief description of Respondent's largest, smallest and a mid-sized project during the last three (3) years.
4. Resumes of key employees.
5. A narrative statement indicating that the Respondent understands the Borough's needs and goals.
6. List all immediate relatives of Principal(s) of Respondent who are Borough employees or elected officials of the Borough. For purposes of the above, "immediate relative" means a spouse, parent, stepparent, brother, sister, child, stepchild, direct-line aunt or uncle, grandparent, grandchild, and in-laws by reason of relation.
7. Any judgments, claims or suits pending or outstanding against company. If yes, please explain.
8. Whether the business organization is now or has been involved in any bankruptcy or re-organization proceedings in the last ten (10) years. If yes, please explain.
9. Confirm appropriate federal and state licenses to perform activities.
10. Software requirements, if any and mapping format.

## **SECTION 5 EVALUATION**

The Borough's objective in soliciting Proposals and Qualification Statements is to enable it to select a firm or organization that will provide high quality and cost effective services to the citizens of Kenilworth Borough. The Borough will consider Proposals and Qualification Statements only from firms or organizations that, in the Borough's judgment, have demonstrated the capability and willingness to provide high quality services to the citizens of the Borough in the manner described in this RFP.

Proposals and Qualification Statements will be evaluated by the Borough on the basis of the most advantageous, cost and all relevant factors considered. The evaluation will consider:

1. Experience and reputation in the field and track record providing services; demonstrated experience administering police-off duty detail management systems; providing similar services in other jurisdictions.
2. Knowledge of the Borough and the subject matter addressed under the contract;
3. Availability to accommodate required meetings of the Borough;
4. Availability to meet timeframes for completion of projects or services as set by the Borough's Chief Financial Officer/Qualified Purchasing Agent; and Cost of the proposal.

#### **SECTION 6 PAYMENT CONDITIONS AND RATE SCHEDULE**

1. Please attach a rate schedule with your proposal.
2. Vouchers or invoices may be rendered monthly for services performed.

----end----

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

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

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

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

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

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

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

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

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

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302

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

**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.

\_\_\_\_\_  
\_\_\_\_\_  
Signature

**STOCKHOLDER DISCLOSURE CERTIFICATION**  
**This Statement Shall Be Included with Bid Submission**

**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  
Partnership

Limited Liability Corporation

Limited Liability

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: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Subscribed and sworn before me this \_\_\_\_ day of \_\_\_\_\_, 2\_\_.

(Notary Public)

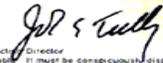
My Commission expires:

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

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

\_\_\_\_\_  
(Corporate Seal)

**Borough of Manasquan  
BUSINESS REGISTRATION CERTIFICATE**

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS		DEPARTMENT OF TREASURY DIVISION OF REVENUE PO BOX 252 TRENTON, N.J. 08646-0252
TAXPAYER NAME: <b>TAX REGISTRATION TEST ACCOUNT</b>	TRADE NAME: <b>CLIENT REGISTRATION</b>	
TAXPAYER IDENTIFICATION#: <b>970-097-362/500</b>	SEQUENCE NUMBER: <b>0107330</b>	
ADDRESS: <b>847 ROEBLING AVE TRENTON NJ 08611</b>	ISSUANCE DATE: <b>07/14/04</b>	
EFFECTIVE DATE: <b>01/01/01</b>	 Act. Director	
FORM BRC(08-01)	This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.	

	<b>STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE</b>
<b>Taxpayer Name:</b>	TAX REG TEST ACCOUNT
<b>Trade Name:</b>	
<b>Address:</b>	847 ROEBLING AVE TRENTON, NJ 08611
<b>Certificate Number:</b>	1093907
<b>Date of Issuance:</b>	October 14, 2004
<b>For Office Use Only:</b>	
	20041014112823533

**Reforms to the Business Registration Certificate Filing: permits filing prior to award of contracts if not filed with bid.** Effective with bids received and contracts awarded after January 18, 2010, this law removes the requirement of the Local Public Contracts Law (N.J.S.A. 40A:11-23.2) that required a bid to be rejected if the bidder failed to include a BRC with the bid, even though it may have been the otherwise lowest responsible bid. The law now allows the BRC to be filed any time prior to award of the contract and the bidder had to have obtained the BRC prior to receipt of bids. This permits the BRC to be required with a bid, or submitted subsequently. **If a BRC is required in a bid, but not submitted with the bid, it would an immaterial defect; curable by being filed prior to award of the contract. A BRC is obtained from the New Jersey Division of Revenue.** Information on obtaining a BRC is available on the internet at [www.nj.gov/njbgs](http://www.nj.gov/njbgs) or by phone at (609) 292-1730.

N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that **knowingly** provide goods or perform services for a contractor fulfilling this contract:

- 1) The contractor shall provide written notice to its subcontractors and suppliers to submit proof of business registration to the contractor;
- 2) Subcontractors through all tiers of a project must provide written notice to their subcontractors and suppliers to submit proof of business registration and subcontractors shall collect such proofs of business registration and maintain them on file;
- 3) Prior to receipt of final payment from a contracting agency, a contractor must submit to the contacting agency an accurate list of all subcontractors or attest that none was used;
- 4) During the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into this State.

A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements is available by calling (609) 292-1730.

# Request for Taxpayer Identification Number and Certification

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.		
	2 Business name/disregarded entity name, if different from above		
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.		4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____  <small>(Applies to accounts maintained outside the U.S.)</small>
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ► _____		
	5 Address (number, street, and apt. or suite no.) See instructions.		Requestor's name and address (optional)
	6 City, state, and ZIP code		
	7 List account number(s) here (optional)		

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number	
____ - ____ - _____	
OR	
Employer identification number	
____ - _____	

## Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ►	Date ►

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

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

**GOODS AND SERVICES CONTRACTS  
(INCLUDING PROFESSIONAL SERVICES)**

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

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

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

OR

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

OR

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

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

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

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

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

COMPANY: \_\_\_\_\_

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

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

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

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

**NON-COLLUSION AFFIDAVIT**

State of New Jersey  
County of \_\_\_\_\_

ss:

I, \_\_\_\_\_ residing in \_\_\_\_\_  
(name of municipality) (name of affiant)

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)

**MANADATORY REQUEST FOR PROPOSALS CONFIRMATION**

We the undersigned hereby declare that we have carefully examined the attached proposal, specifications, and contract and procurement provisions and conditions for providing a **POLICE OFF-DUTY DETAIL MANAGEMENT SYSTEM** for the Borough of Kenilworth. We propose to furnish the quote proposal according to the requirements of the specifications at a price exclusive of all taxes.

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

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

COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

PHONE: \_\_\_\_\_

(Name of Local Public Agency)

**ACKNOWLEDGMENT OF RECEIPT OF ADDENDA**

The undersigned 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 Proposer)

By: \_\_\_\_\_  
(Signature of Authorized Representative)

Name: \_\_\_\_\_  
(Print or Type)

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

Date: \_\_\_\_\_

## APPENDIX A

### Documents that will be required Prior to a Contract Execution

Checklist for Items that will be required

1	A statement of Corporate ownership, pursuant to N.J.S.A. 40A:11-24.2	
2	Business Registration Certificate (BRC) from the State of New Jersey Department of Treasury, Division of Revenue)	
3	Required Insurance Certificate naming Kenilworth Borough as an additional insured. Workers Compensation coverage required and General Liability with \$1 million dollar per occurrence coverage.	
4	Submission of a Non-Collusion Affidavit	
5	Mandatory Affirmative Action Language	
6	Mandatory Language: American Disabilities Act	
7	Disclosure of Investment Activities in Iran, N.J.S.A 52:32-55	
8	List of Sub-contractors, N.J.S.A. 40A:11-16	
9	Mandatory Request for Proposals Confirmation and (if applicable) Acknowledgement of Receipt of Addenda, N.J.S.A 40A:11-23.2	