

**BOROUGH OF BOUND BROOK
NOTICE TO BIDDERS
CROSSING GUARD SERVICES BID**

SEALED BIDS will be received by the Borough of Bound Brook for crossing guard services. Sealed bids will be opened and read aloud by the Borough Clerk on Wednesday, September 22, 2021, at 11:00 a.m. via Go To Meeting. Bidders can log on to <https://global.gotomeeting.com/join/193656453> or dial [1 866 899 4679](tel:18668994679) using access code 193-656-453.

Specifications are available at <https://boundbrook-nj.org/rfq-bid-opportunities-2/>

Bidders are required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27. Each bid must be enclosed in a sealed envelope addressed to the Borough Clerk and identified with the name and address of the bidder, and labeled "CROSSING GUARD SERVICES". The Borough will not be responsible for bids mailed.

The Mayor and Council reserve the right to reject any or all bids and to waive any informalities therein as permitted by law.

Jasmine D. Mathis
Borough Clerk

INSTRUCTIONS TO BIDDERS

Sealed Bids will be received in accordance with the Notice to Bidders which is made a part of these instructions.

I. GENERAL REQUIREMENTS

1. SUBMISSION OF BIDS

A. Sealed Bids will be received by the Borough at the time and place designated in the Notice to Bidders. At that time and place, all Bids will be publicly opened and read aloud.

B. A Bid must be submitted in a sealed envelope (1) addressed to the Borough of Bound Brook, (2) bearing the name and address of the Bidder written on the face of the envelope, and (3) clearly marked "BID for CROSSING GUARD SERVICES."

C. At the time fixed, bids will be opened and read publicly. All bidders or their authorized representatives are invited to join virtually.

Hour: 11:00 A.M.
Date: September 22, 2021

Location: Go To Meeting
<https://global.gotomeeting.com/join/193656453>
(Toll Free): [1 866 899 4679](tel:18668994679)
[1 \(571\) 317-3116](tel:15713173116)

Access Code: 193-656-453

D. Bids may be hand delivered or mailed. The Borough disclaims any responsibility for the timely arrival of Bids. It is the Bidder's responsibility to see that Bids are presented to the Borough at the time and at the place designated. If a Bid is sent by overnight mail, the name and address of Bidder and title or description of the Bid must also appear on the outside of the delivery company envelope. Bids received after the designated time and date will be returned unopened.

E. All prices and amounts must be written in ink or preferably typewritten. Bids containing any conditions, omissions, erasures or alterations, items not called for in the Bid Form, attachment of information not required by the Bid Specifications, or irregularities of any kind, may be rejected by the Borough. Any changes, white-outs, strikeouts, etc. on the Bid form must be initialed in ink by the person responsible for signing the Bid.

F. No Bid may be withdrawn after the Bids have been opened. Sealed Bids forwarded to the Borough before the time of opening of Bids may be withdrawn upon written application of the Bidder who shall be required to produce evidence showing that the individual is the Bidder or represents the Bidder. After Bids have been opened, Bid prices must remain firm for a period of sixty (60) calendar days.

G. The Borough reserves the right to reject any or all Bids, to waive minor irregularities and technicalities, to request rebids, and to award a contract, in part or whole, as the Borough deems will best serve its interests, all in accordance with applicable law.

H. **Technical Questions:** Any technical questions may be addressed to:

Deputy Chief Kevin Rivenbark
Bound Brook Police Department
732-356-833 ext. 672; krivenbark@boundbrookpd.org

2. BID FORMS

A. Bids must be submitted on the Bid Forms included with this packet. Bids on forms other than the Bid Forms provided will not be accepted.

B. The Bid Forms must include the Bidder's full business address, phone number, fax, email and name of the contact person. The Forms must be signed by an authorized representative as follows:

- Partnerships must furnish the names of all partners and the Forms must be signed by one of the partners on behalf of the partnership.
- A Bid by a corporation must state the full corporate name, designate the state in which the business is incorporated, be signed by the president or vice president and witnessed by the corporate secretary, and the seal of the corporation must be affixed. Other persons authorized by corporate resolution to execute the bid on behalf of the corporation may sign the bid documents provided a copy of the corporate resolution evidencing authorization is submitted with the bid.
- A Bid by a sole proprietor must be signed by the sole proprietor.
- The Borough reserves the right to request evidence of the authority of anyone signing a Bid Form.

3. BID PRICING

A. The Borough is exempt from local, state, federal and sales and use taxes.

B. Bidders must insert prices for furnishing all of the materials and/or labor required by these Bid Specifications. Prices shall be net, including any charges for packing, crating, containers, or any other labor or materials required by these Bid Specifications. All transportation charges shall be fully prepaid by the successful Bidder F.O.B. destination and placement at locations specified by the Borough. As specified, placement may require inside deliveries. No additional charges will be allowed for any transportation costs resulting from partial shipments made at the contractor's convenience.

C. The successful Bidder shall be responsible for obtaining any applicable permits, licenses, or other government approvals required to supply the goods or perform the services requested in the Notice to Bidders. Bidders should include the cost of such licenses or permits in their Bids.

D. Estimated Quantities (Open-End Contracts): The Borough has attempted to identify the item(s) and the estimated amount of each item Bid to cover its requirements; however, past experience shows that the amount ordered may be different than that submitted for bidding. In the event the Bid is for an estimated quantity of items, the Borough reserves the right to decrease or increase the quantities specified in the Bid Specifications pursuant to N.J.A.C. 5:30-11.2 and 11.10. The Borough does not guarantee or imply any minimum purchase.

4. INTERPRETATION AND ADDENDA

A. The Bidder understands and agrees that its Bid is submitted on the basis of the Bid Specifications prepared by the Borough. The Bidder accepts the obligation to become familiar with these Bid Specifications.

B. Bidders are expected to examine the Bid Specifications and related documents with care and observe all their requirements. Ambiguities, errors or omissions noted by Bidders should be promptly reported in writing to the Borough Clerk. In the event the Bidder fails to notify the Borough of such ambiguities, errors or omissions, the Bidder shall be bound by the Bid.

C. No oral interpretation of the meaning of the Bid Specifications will be made to any Bidder. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the Bid Specifications, and will be distributed to all prospective Bidders, in accordance with N.J.S.A. 40A:11-23. All addenda so issued shall become part of the contract documents, and shall be acknowledged by the Bidder in the Bid. The Borough's interpretations or corrections thereof shall be final.

D. Discrepancies in Bids

- If the amount shown in words and its equivalent in figures do not agree, the written words shall be binding. Ditto marks are not considered writing or printing and shall not be used.
- In the event that there is a discrepancy between the unit prices and the extended totals, the unit prices shall prevail. In the event there is an error of the summation of the extended totals, the computation by the Borough of the extended totals shall govern.
- The attachment of any conditions, limitations, or ancillary provisions by a Bidder to the Bid will cause the Bid to be classified as irregular and will render the Bid subject to rejection.

5. BRAND NAMES, STANDARD OF QUALITY AND PERFORMANCE

A. Brand names or descriptions used in the Bid Specifications are used for the purpose of advising Bidders of the types of goods and services desired and will be used as a standard by which equivalent goods and services offered by Bidders will be measured.

B. Bidders must fully identify variations between the goods and services described and the goods and services offered, and include this information with their Bid Forms. The Borough will not accept vendor brochures, sales literature or the like as identification of the variations. In the absence of any exceptions by the Bidder, the Borough will assume that the Bidder will provide the goods or services as described in the Bid Specifications.

C. It is the Bidders' responsibility to document or demonstrate the equivalency of the goods and services offered. The Borough reserves the right to evaluate the purported equivalent goods and services.

D. By submitting a Bid, the Bidder certifies that the goods and services to be furnished will not infringe upon any valid patent or trademark and that the successful Bidder shall, at its own expense,

defend any action or suit charging such infringement, and shall also save the Borough harmless from any damages resulting from such judgment.

E. Whenever available, only manufactured and farm products of the United States shall be used pursuant to N.J.S.A. 40A:11-18.

F. The successful Bidder shall guarantee any and all goods and services supplies in response to the Notice to Bid and the Borough's Bid Specifications, Technical Specifications and Instructions to Bidders. The successful Bidder shall be responsible to replace defective or inferior goods at its expense, including freight and restocking charges.

G. Materials and equipment supplied by the successful Bidder are subject to inspection by the Borough with regard to the quality and quantity requirements of the Bid. Samples of supplies or materials may be taken at random from stock for submission to a commercial laboratory. If reports indicate that the materials do not meet the Bid Specifications, the cost of the analysis shall be borne by the successful Bidder.

H. The Bidder shall warrant all materials and services supplied under these Bid Specifications. The warranty shall include warranty of title, merchantability, fitness for a particular purpose and such other warranties that arise from the course of dealing or usage of trade. Defective or inferior items shall be replaced at the expense of the successful Bidder, who share also bear any return freight and restocking charges.

6. PAY TO PLAY

Pursuant to N.J.S.A. 19:44A-20.27, goods and services providers doing business with public entities must file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission ("ELEC") if they receive contracts in excess of \$50,000 per year from public entities.

Bidders are responsible for determining whether a filing with ELEC is necessary. Additional information on this matter may be obtained from ELEC at 888-313-3532 or at www.elec.state.nj.us.

7. EQUAL PAY REPORTING REQUIREMENTS

Pursuant to the Diane B. Allen Equal Pay Act (N.J.S.A. 34:11-56.1 et seq.), any employer, regardless of the location of the employer, that enters into a contract with the BOROUGH to provide any service that is not a public work as defined by N.J.S.A. 34:11-56.25(5) must file annual Equal Pay Reports with the New Jersey Commissioner of Labor and Workforce Development, including information regarding the compensation and hours worked by employees categorized by gender, race, ethnicity, and job category. Forms and instructions for Equal Pay Reports have been adopted for services contractors, which forms must be filed annually by March 31 for the preceding year, using employment figures from any pay period in October through December. Additional information on this requirement is available at <https://nj.gov/labor/equalpay/equalpay.html>.

8. AWARD OF CONTRACT

A. Any contract, if awarded, shall be awarded within sixty (60) days of the Bid opening, except that the Bids of any Bidders who consent may, at the request of the Borough, be held for consideration for such longer period as may be agreed. The contract award shall be made on the lowest responsible base price plus alternates (if any) selected by the Borough. Alternates, if any, shall be awarded in accordance with N.J.S.A. 40A:11-23.1. If a contract is to be awarded on the base price plus any alternates, the award

will be to the Bidder with the lowest responsible net Bid. In the event of a discrepancy regarding the method of award between this paragraph and the Bid Specifications, the Bid Specifications shall control.

B. Pursuant to N.J.A.C. 5:30-5.1, any contract entered into as a result of this Bid process and any contract extension shall be subject to the availability and appropriation of sufficient funds. In accordance with N.J.S.A. 40A:11-15, any price increases shall not exceed the change in the index rate for the twelve (12) months preceding the most recent quarterly calculation available at the time the contract is renewed

C. If the Bid includes unit pricing, the Borough may award a Bid based on the unit prices.

D. Service contracts shall be for one year unless subject to an exemption pursuant to N.J.S.A. 40A:5-15 or the Bid Specifications provide otherwise.

E. Pursuant to requirements of N.J.A.C. 5:30-5.1 et seq., any contract resulting from this Bid shall be subject to availability and appropriation of sufficient funds annually.

F. The failure of the successful Bidder to execute the contract within fourteen (14) days after it is awarded shall be sufficient cause for the Borough to rescind the award. The Borough may then, at its option, accept the Bid of the next lowest responsible Bidder. In this event, the Bidder shall forfeit the Bid security to the Borough. Such forfeiture shall be considered as liquidated damages, and not a penalty, for the delay and additional expense incurred by the Borough due to the Bidder's failure to comply with the requirements of the Bid.

8. DELIVERY

Where applicable, delivery of goods purchased shall be made within twenty-one (21) calendar days after award of a contract. Prices bid must be F.O.B. delivered to the Borough.

9. PAYMENT OF CONTRACT

A. No payment will be made unless duly authorized by the Borough's authorized representative and accompanied by proper documentation.

B. Payment will be made upon submission of duly executed vouchers, signed by the Borough's authorized representative in accordance with the Borough's policy and procedures.

10. INDEMNIFICATION

A. The successful Bidder shall agree to defend, indemnify and hold harmless the Borough, its employees, officers and officials from any liability to subcontractors and suppliers concerning payment for work performed or goods supplied arising out of the lawful termination of the contract by the Borough pursuant to Section TERMINATION OF CONTRACT.

B. The successful Bidder shall defend, indemnify and hold harmless the Borough, its employees, officers and officials from all claims, suits or actions, and damages or costs of every nature and description to which the Borough may be subjected or put by reason of injury to the person or property of another, or the property of the Borough, resulting from the successful Bidder's negligent acts or omissions or the negligent acts or omissions of the successful Bidder's agents, employees, subcontractors or suppliers in the delivery of goods or services or the performance of landscaping services.

11. INSURANCE

At or prior to the execution of the contract, the successful Bidder shall provide the Borough Clerk with a Certificate(s) of Insurance evidencing the following coverages (or such coverages as may otherwise be specified in the Technical Specifications) and, with the exception of workers compensation insurance, naming the Borough as an additional insured. The Certificate shall include a thirty (30) day notice of cancellation provision.

(1) Workers Compensation as required by State of New Jersey applicable to the work to be performed;

(2) Comprehensive General Liability for bodily injury, personal injury and property damage, including damages from collapse, explosion, and underground structures if applicable, at a limit of not less than \$2,000,000 combined single limit for damages arising out of injury to or destruction of property;

(3) Contractual liability insurance indemnifying and holding the Borough harmless from any and all claims for personal injury or property damage resulting from the negligence of the Bidder or anyone working under its control;

(4) Comprehensive Automobile Liability shall apply for all owned, non-owned and hired vehicles at a limit of not less than \$1,000,000 combined single limit for bodily injury and property damage for incident;

The successful Bidder's insurance coverage shall be with an insurance company authorized to do business in New Jersey. Self-insured entities shall submit an affidavit attesting to their self-insured coverage and shall name the Borough as an additional insured.

12. ASSIGNMENT

The successful Bidder shall not assign, transfer, convey, sublet or otherwise dispose of the contract or any part thereof to anyone without the Borough's written consent. In the event that, during the term of the contract, the successful Bidder disposes of its business by or through acquisition, merger, sale or transfer or any other means of conveyance of the interest of the business, and all of the successful Bidder's obligations under the contract are thereby transferred, the transferee shall provide the Borough with all documentation, certifications and assurances provided initially by the successful Bidder. The Borough reserves the right to approve the transferee entity.

13. TERMINATION OF CONTRACT

A. If through any cause, the contractor shall fail to perform its obligations under the contract in a timely and proper manner, or if the contractor shall violate any of the requirements of the contract, the Borough shall have the right to terminate the contract by giving written notice of such termination and specifying the effective date of termination. Such termination shall relieve the Borough of any obligation to pay the contractor the balance remaining under the contract including lost profits. The Borough will pay only for goods and services accepted prior to termination.

B. Notwithstanding the above, the contractor shall not be relieved of liability to the Borough for damages sustained because of its breach, and the Borough may withhold payments to the contractor for the purpose of compensation until such time as the exact amount of the damage due the Borough from the contractor is determined.

C. The contractor shall defend, indemnify and hold the Borough harmless from any liability to subcontractors/suppliers concerning payment for work performed or goods supplied arising out of the lawful termination of the contract by the Borough under this provision.

D. In case of default by the contractor, the Borough may procure the goods or services from other sources and hold the contractor responsible for any excess cost incurred.

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

E. The Borough shall reserve the right to terminate the contract for convenience on 60 calendar days notice to the successful Bidder.

14. CAUSES FOR REJECTING BIDS

Bids may be rejected for any of the following reasons:

- A. All Bids pursuant to N.J.S.A. 40A:11-13.2;
- B. If more than one Bid is received from an individual, firm or partnership, corporation or association under the same name;
- C. Multiple Bids from an agent representing competing Bidders;
- D. The Bid is inappropriately unbalanced; or
- E. The Bidder is determined to possess, pursuant to N.J.S.A. 40A:11-4b, Prior Negative Experience.
- F. Pursuant to N.J.S.A. 40A:11-23.2.
- G. For any other lawful reason.

II. BID FORMS AND STATUTORY REQUIREMENTS

1. MANDATORY AFFIRMATIVE ACTION CERTIFICATION

No firm may be issued a contract unless it complies with the affirmative action provisions of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1 et seq. The following information summarizes the full, required regulatory text, which is included as **Appendix A** of these Bid Specifications.

A. Goods and Services (including professional services) Contracts

Each 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:

- i. 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

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

iii. A photocopy of an Employee Information Report (Form AA 302) 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.

B. Maintenance/Construction Contracts

After notification of award, but prior to signing the contract, the contractor shall submit to the public agency compliance officer and the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division) an initial project workforce report (Form AA201) provided to the public agency by the Division for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7.

The contractor shall also submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of the contract to the Division and to the public agency compliance officer. The contractor shall also cooperate with the public agency in the payment of budgeted funds, as is necessary, for on-the job and/or off-the-job programs for outreach and training of minorities and women.

2. AMERICANS WITH DISABILITIES ACT OF 1990

Discrimination on the basis of disability in contracting for the purchase of goods and services is prohibited. Bidders are required to read Americans with Disabilities language that is included as **Appendix B** of these Bid Specifications and agree that the provisions of Title II of the Act are made a part of the contract. The contractor is obligated to comply with the Act and to hold the owner harmless.

3. STOCKHOLDER DISCLOSURE

N.J.S.A. 52:25-24.2 provides that no corporation or partnership shall be awarded any contract for the performance of any work or the furnishing of any goods and services, unless, prior to the receipt of the Bid or accompanying the Bid of said corporation or partnership, Bidders shall submit a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own ten percent or more of its stock of any class, or of all individual partners in the partnership who own a ten percent or greater interest therein. The included Statement of Ownership shall be completed and attached to the Bid. This requirement applies to all forms of corporations and partnerships, including, but not limited to, limited partnerships, limited liability corporations, limited liability partnerships and Subchapter S corporations. Failure to submit a stockholder disclosure document shall result in rejection of the Bid.

4. PROOF OF BUSINESS REGISTRATION

A. N.J.S.A. 52:32-44 requires that the successful Bidder (contractor) submit proof of business registration to the Borough prior to contract award; however, the successful Bidder must be registered at the time of bid submission. Proof of registration shall be a copy of the Bidder's Business Registration Certificate (BRC). 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 or by phone at (609) 292-1730. N.J.S.A. 52:32-44 also requires the contractor to provide written notice to its subcontractors and suppliers to submit proof of business registration to the contractor;

B. 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.

5. FORMS THAT MAY BE APPLICABLE TO THIS CONTRACT

The following forms may be applicable to this contract. If there is an "X" in the box preceding the provision listed below, **or if the provision is listed on the Bid checklist or Technical Specifications**, that provision is a requirement of this contract. Read the description carefully, as some items must be submitted with the Bid, some items must be submitted prior to or at the time the contract is executed, and some items will require the successful Bidder's compliance during the term of the contract with the Borough. If the provision is required by law for the contract, it will be required, whether or not it has been marked with an "X."

☒ A. Bid Guarantee. Bidders shall submit with the Bid a certified check, cashier's check or Bid Bond in the amount of ten percent (10%) of the total price Bid, but not in excess of \$20,000, payable unconditionally to the Borough. If a Bid Bond is to be submitted, it must contain Power of Attorney for the full amount of the Bid Bond from a surety company authorized to do business in the State of New Jersey, and acceptable to the Borough. The checks or bonds of the unsuccessful Bidders shall be returned pursuant to N.J.S.A. 40A:11-24(a). The check or bond of the successful Bidder shall be retained by the Borough until a contract is executed and the required performance bond or other security is submitted. The check or bond of the successful Bidder shall be forfeited if the Bidder fails to enter into a contract pursuant to N.J.S.A. 40A:11-21.

☒ B. Consent of Surety. Bidders shall submit with the Bid a Consent of Surety with power of attorney for the full amount of the Bid price from a surety company authorized to do business in the State of New Jersey and acceptable to the Borough. The Consent of Surety shall state that if the Bidder is awarded a contract, the surety will provide the Bidder with a performance bond in the full amount of the Bid. The consent of surety is required to confirm that the Bidder to whom the contract is awarded will furnish performance and payment bonds from an acceptable surety company on behalf of itself, any or all subcontractors or by each respective subcontractor or by any combination thereof, which results in performance security equal to the total amount of the contract, pursuant to N.J.S.A. 40A:11-22.

☒ C. Non-Collusion Affidavit. This affidavit must be submitted with the Bid. It must be signed by the Bidder or the Bidder's authorized representative and the signature must be notarized. Failure to submit this affidavit will cause the Borough to reject the Bid.

☒ D. Performance Bond. Bidders shall be prepared to submit simultaneously with the delivery of the executed contract, an executed bond in the amount of one hundred percent (100%) of the acceptable Bid as security for the faithful performance of the contract. The performance bond shall not be released until final acceptance of the whole work and then only if any liens or claims have been satisfied. The surety on such bond or bonds shall be a surety company authorized to do business in the State of New Jersey, and acceptable to the Borough. Failure to submit a performance bond shall be cause for the Borough to declare the contract null and void, and to retain the successful Bidder's Bid Bond as liquidated damages.

☐ E. Labor and Materials (Payment) Bond. Bidders shall be prepared to submit simultaneously with the delivery of the executed contract and a performance bond, a payment bond that will guarantee payment to the Bidder's laborers and suppliers for the labor and material used in the work

to be performed under the contract. Failure to submit a labor and material bond shall be cause for the Borough to declare the contract null and void, and to retain the successful Bidder's Bid Bond as liquidated damages.

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F. New Jersey Worker and Community Right to Know Act. Pursuant to N.J.S.A. 34:5A-1 et seq., the New Jersey Department of Health has adopted a Workplace Hazardous Substance List (N.J.A.C. 8:59-9) which includes substances that pose a threat to the health and safety of employees. Each Bidder must furnish the Borough a "Material Safety Data Sheet" for each product it supplies the Borough that contains a substance listed on the Hazardous Substance List. Also, in compliance with the Uniform Labeling requirement, a label shall be affixed to or stenciled on any product delivered to the Borough that contains a Hazardous Substance.

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G. Prevailing Wage Act. Pursuant to N.J.S.A. 34:11-56.25 et seq., contractors on projects for public work shall adhere to all requirements of the New Jersey Prevailing Wage Act. The contractor shall be required to submit a certified payroll record to the owner within ten (10) days of the payment of the wages. The contractor is also responsible for obtaining and submitting all subcontractors' certified payroll records within the aforementioned time period. The contractor shall submit said certified payrolls in the form set forth in N.J.A.C. 12:60-6.1(c). It is the contractor's responsibility to obtain any additional copies of the certified payroll form to be submitted by contacting the New Jersey Department of Labor and Workforce Development, Division of Workplace Standards. Additional information is available at www.state.nj.us/labor/lssc/lspubcon.html.

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H. Public Works Contractor Registration Act. N.J.S.A. 34:11-56.48 et seq. requires that a general or prime contractor and any listed subcontractors named in the contractor's Bid shall possess a certificate *at the time the Bid is submitted*. After Bids are received and prior to award of contract, the successful contractor shall submit a copy of the contractor's certification along with those of all listed subcontractors. All non-listed subcontractors and lower tier sub-contractors shall be registered prior to starting work on the project. It is the general contractor's responsibility that all non-listed subcontractors at any tier have their certificate prior to starting work on the job.

Under the law a "contractor" is "a person, partnership, association, joint stock company, trust, corporation or other legal business entity or successor thereof who enters into a contract" which is subject to the provisions of the New Jersey Prevailing Wage Act [N.J.S.A. 34:11-56.25 et seq.] It applies to contractors based in New Jersey or in another state.

The law defines "public works projects" as contracts for "public work" as defined in the Prevailing Wage statute [N.J.S.A. 34:11-56.26(5)]. The term means:

- "Construction, reconstruction, demolition, alteration, or repair work, or maintenance work, including painting and decorating, done under contract and paid for in whole or in part out of the funds of a public body, except work performed under a rehabilitation program.
- "Public work" shall also mean construction, reconstruction, demolition, alteration, or repair work, done on any property or premises, whether or not the work is paid for from public funds..."
- "Maintenance work" means the repair of existing facilities when the size, type or extent of such facilities is not thereby changed or increased. While "maintenance"

includes painting and decorating and is covered under the law, it does not include work such as routine landscape maintenance or janitorial services.

To register, a contractor must provide the State Department of Labor with a full and accurately completed application form. The form is available online at www.state.nj.us/labor/lssc/lspubcon.html.

N.J.S.A. 34:11-56.55 specifically prohibits accepting applications for registration as a substitute for a certificate of registration.

- ☐ I. Maintenance Bond. Upon acceptance of the work by the owner, the contractor shall submit a maintenance bond (N.J.S.A. 40A:11-16.3) in an amount not to exceed _____% of the project costs guaranteeing against defective quality of work or materials for the period of _____ years.
- ☒ J. Business Registration Certificate. N.J.S.A. 52:32-44 requires contractor and any listed subcontractors named in the contractor's Bid to provide a contracting agency with a Business Registration Certificate issued by the New Jersey Department of the Treasury. After Bids are received and prior to award of contract, the successful Bidder shall submit a copy of the contractor's Business Registration Certificate along with those of all listed subcontractors.

Therefore, while a Bidder may include a copy of the Business Registration Certificate with its Bid, if it fails to do so, the successful Bidder must submit it prior to the award of a contract. However, a Bidder must have been registered with the New Jersey Department of the Treasury as of the date of bid submission.

- ☒ K. Disclosure of Investment Activities in Iran. Pursuant to N.J.S.A. 52:32-55, 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 State of New Jersey Division of Treasury's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders must review this list prior to completing the below certification. Failure to complete the certification will render a bidder's proposal non-responsive.

APPENDIX A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS

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

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

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

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

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

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

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

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302

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

APPENDIX B

AMERICANS WITH DISABILITIES ACT

The federal Americans with Disabilities Act of 1990 requires Bid Specifications and contracts to contain language that prohibits discrimination on the basis of disability by public entities in all services, programs and activities provided or made available by public entities. The following language shall be part of any contract awarded under these Bid Specifications:

The contractor and the Borough of Bound Brook, (hereafter "owner") does hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (*42 U.S.C. §12101 et seq.*), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant 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.

TECHNICAL SPECIFICATIONS

SCHOOL CROSSING GUARD SERVICES

This contract will cover the 2021-2022 school year, which is anticipated to run from October 1, 2021 to June 30, 2022 or the last day of school. At the option of the Borough, the contract may be extended for one additional school year covering 2022-2023. Crossing Guards are only to be provided when Borough schools are officially in session or when directed by the Chief of Police or their designee.

The material(s) and/or equipment specified and/or supplied under this contract shall meet or exceed the requirements of the safety specifications of New Jersey Department of Transportation (NJDOT) and the Manual of Uniform Traffic Control (MUTCD). No material(s) and/or equipment shall be substituted until approved by the Chief of Police or his designated representative. The contractor shall provide all material(s) and/or equipment, as well as personnel necessary to provide the required services of the bid.

The Borough of Bound Brook reserves the right to increase or decrease the amount of crossing guard posts as necessary, in the opinion of the Chief of Police. The Chief of Police, or his designee, shall also have the option of adding additional posts or requesting crossing guards for special events at the rates quoted in the proposal page.

If any part is so withdrawn by the Borough of Bound Brook, the Contractor shall have no claim for loss incurred by him for commitments made by him in anticipation of the work contemplated, or for work done prior to his having been authorized to proceed therewith.

A. SCOPE OF SERVICE.

The contractor shall provide a full-service program to provide adult crossing guards for the Borough of Bound Brook school crossings in Bound Brook, NJ. The contractor will fully administer and coordinate the program. There are a total of 13 locations in the Borough and a copy of those locations is included in this bid document. Each location is to have at least one guard. Guards must be provided in the morning, during lunchtime and afternoon hours during the school year. There will be a minimum of 180 school days during each school year. School District Calendars are located on the Bound Brook School District's website. Each guard works a minimum of 4.5 hours per day. The guard located on Route 28 in front of the Bound Brook High School earns 5 hours per day.

B. EXPRESS CONTRACT TERMS.

1. Crossing Guards

The contractor shall recruit, select, and employ crossing guards and alternate crossing guards as required to provide coverage at each crossing guard post on each day when guards are required in accordance with the adopted school calendars provided by the school district. The contractor is responsible for the applications

process and determining the suitability and qualifications of the guards hired. All crossing guards employed by the contractor to perform services under this contract shall meet the qualifications specified in the Scope of Work.

The contractor shall remove, and replace, any assigned personnel deemed unacceptable by the Chief of Police or their designee. Replacement personnel shall be assigned immediately after the removal of any personnel.

As part of this contract, the minimum hourly rate for crossing guards shall be \$13.50 for the duration of the contract. The selected vendor shall be required to offer a position as a crossing guard in the Borough of Bound Brook, to those crossing guards that have previously worked for the Borough. The existing guards shall have a right of first refusal for the positions with the selected vendor.

In the event school is cancelled due to a weather event, an unforeseen circumstance, or advanced notice, crossing guards shall not be paid for that day.

In the event a school day is abbreviated (e.g., delayed opening or early dismissal), all crossing guards will respond to their posts as required and needed.

The Borough of Bound Brook reserves the right to increase or decrease the number of crossing guard posts as necessary, in the opinion of the Chief of Police. The Chief of Police, or their designee, shall also have the option of adding additional posts or requesting crossing guards for special events at the rates quoted in the proposal page.

2. PROGRAM MANAGEMENT

The contractor shall provide a program supervisor/manager as required to ensure competent and efficient management of the crossing guard program, and this staff member must be identified to the Bound Brook Police Department and his/her cell phone number provided to the Police Department. The contractor shall provide the Borough with the name of the contractor's contact person for interaction with the Borough regarding the contract. The contact person must have a cell phone and their number must be disclosed to the Bound Brook Police Department prior to contract approval.

The contractor must be willing to have a quarterly meeting with the Bound Brook Police Department staff to discuss performance and any issues/questions.

3. FIELD SUPERVISION

The contractor shall make on-site visitations at crossing guard sites periodically to insure compliance to the contract. The contractor shall conduct on-site visitations to crossing guard sites at least three times per school year.

4. MINIMUM STANDARDS FOR SCHOOL CROSSING GUARDS

Qualifications: Crossing guards provided by the contractor to provide services under this contract shall:

- Be at least eighteen (18) years of age.
- Be physically and mentally capable of performing the duties of a crossing guard.
- Have the ability to give and follow oral instructions.
- Have the ability to establish and maintain effective working relationships with children, parents, school officials and law enforcement officials.
- Have the ability to remain calm and use judgment and initiative in an emergency situation.
- Be free of any criminal offenses involving children, see Section 6 below.
- Be capable of speaking fluent English.

5. DUTIES OF CROSSING GUARDS

Crossing guards shall:

- Halt vehicles when necessary by mechanical and hand signal to permit children to cross the road safely.
- Direct traffic if necessary to maintain traffic flow as it pertains to the safety of crossing pedestrians.
- Maintain order among children assembled at street crossing points and permit them to cross only when they can do so safely.
- Report to the Police Department the license plate numbers of motor vehicles who violate traffic laws or crossing guard instructions.
- Make children aware of the elements of traffic safety and operation of pedestrian controls.
- Report the names of children who do not follow safety regulations to the police department School Resource Officer.
- Wear reflective traffic safety clothing at all times when on duty.

6. SELECTION PROCEDURE FOR CROSSING GUARDS

Screening: The contractor shall contact the last 2 or 3 employers for each crossing guard applicant. Personal reference should also be checked if the applicant has not been employed during the last five (5) years. Employment and personal reference checks should be of such a nature as will provide the contractor with the information

necessary to determine if the applicant is capable of performing the duties of a crossing guard. The contractor shall provide a fingerprint based criminal background check which has the capability of notification of any new arrests, convictions or dispositions in criminal proceedings. The contractor shall not employ any person as a crossing guard who has been convicted of a drug offense, sex offense or a felony, or is otherwise prohibited by law or court order from working with children. The contractor shall maintain records of fingerprint identification during the period of this contract and five (5) years thereafter. Such records shall be available to the Bound Brook Police Department for review upon request.

All such employment, personal and criminal history background checks shall be performed at the contractor's sole cost and expense.

7. TRAINING PROGRAM

The contractor shall provide each crossing guard with appropriate training for the position of crossing guard before assigning a guard to any post. The training program shall include:

- General indoctrination concerning rules and regulations of employment
- Instructions on the proper handling of required reports
- Crossing guard techniques appropriate to the guard post
- Telephone numbers and addresses of the school served and locations of all the posts
- Public relations instructions, including the importance of image, dress and appearance, attitude and general demeanor of a crossing guard.

8. MATERIALS TO BE SUPPLIED BY THE CONTRACTOR

The contractor shall provide each crossing guard with the following equipment:

- Complete uniform with contractor's identifiable patch or badge
- Regulation size, hand-held stop sign.
- Brass or plastic whistle
- Traffic Safety Vest, Jacket, Rain Coat, hats (both winter and baseball style) gloves, etc. all in Hi-Vis yellow.

These items must be on each guard each day they are working. No guard may work at our crossings without these items.

9. HOURS OF SERVICE

Regular hours of service shall be:

- 1st post is 7:00AM – 8:45AM
- 2nd post is 11:00AM – 12:30PM
- 3rd post is 2:00PM – 3:15PM

Early dismissal is based on the school district calendar. There is a minimum of 180 school days for which services are required. One guard per post is needed, with appropriate back-up. Crossing Guards must be flexible in their schedule to be able to cover weather delays, early release days, or other last minute school schedule changes.

BID FORM

BOROUGH OF BOUND BROOK

The undersigned proposes to furnish and deliver the above goods/services pursuant to the Bid Specifications, which are made a part hereof. All material to be supplied will be in accordance with the Bid Specifications that were received, read and understood by the undersigned.

PRICE BID

OPTION 1

1ST YEAR

PER HOUR RATE AMOUNT: _____

TOTAL AMOUNT OF BID FOR 1ST YEAR: _____

OPTION 2

1ST YEAR

PER HOUR RATE AMOUNT: _____

2ND YEAR

PER HOUR RATE AMOUNT: _____

TOTAL AMOUNT OF BID FOR 1ST AND 2ND YEAR: _____

The undersigned declares that the entire Invitation to Bid has been carefully examined for the proposed goods or services for which receipt of Bids has been advertised and, having examined the Bid Specifications, will contract to furnish all goods or services mentioned in said Bid Specifications in the manner prescribed therein at the prices specified above.

BIDDER'S SIGNATURE: _____

DATE: _____

PRINT NAME: _____

*If Bid is submitted by a
corporation, affix a seal.*

TITLE: _____

FIRM NAME: _____

ADDRESS: _____

TELEPHONE NO.: _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS that we, the undersigned, _____ (Bidder) as Principal and _____ as Surety, are hereby held and firmly bound unto the Borough of Bound Brook as Owner in the sum of _____ (\$_____) Dollars for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

SIGNED, this _____ day of _____, 20____. The condition of the above obligation is such that whereas the Principal has submitted to the Borough of Bound Brook a certain Bid for _____ (insert contract name), attached hereto and hereby made a part hereof, to enter into a Contract in writing for the provision of the goods or services provided in the Invitation to Bid.

NOW, THEREFORE,

(a) If said Bid shall be rejected or, in the alternative,

(b) If said Bid shall be accepted and the Principal shall execute and deliver a Contract (properly completed in accordance with said Bid) and shall furnish a bond for the faithful performance of said Contract and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the Agreement created by the acceptance of said Bid,

Then this obligation shall be void. Otherwise the same shall remain in full force and effect. It being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event exceed the amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Borough of Bound Brook may accept such Bid and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

ATTEST:

	Principal: _____	Surety: _____
_____	By: _____ (print name)	By: _____ (print name)
	_____ (signature)	_____ (signature)

NOTE: A power of attorney attesting to the authority of the persons executing this bond to so act on behalf of the surety company, as well as the financial statement of the company, must be annexed hereto. The surety company's own form will be accepted if in compliance with this form. No AIA forms are acceptable.

CONSENT OF SURETY

_____ (hereinafter "Surety"), organized and existing under the laws of the State of _____ and duly authorized and qualified to transact business in the State of New Jersey, in consideration of the sum of One Dollar (\$1.00), lawful money of the United States, to it in hand paid, the receipt whereof is hereby acknowledged, consents and agrees that if the Contract for _____ (the "Contract") for which the preceding Bid is made, be awarded to _____ (hereinafter "Bidder") for the performance of or the supplying of certain services or materials, or both, to the Borough of Bound Brook, and if Bidder shall enter into the Contract, Surety will become bound as Surety for Bidder's faithful performance and will provide the Bidder with a performance bond in an amount equal to One Hundred (100%) per cent of the Contract amount.

IN WITNESS WHEREOF, the Surety has caused these presents to be signed and attested by a duly authorized officer, and its corporate seal to be hereto affixed this ____ day of _____, 20__.

(A corporate acknowledgment, statement of authority and power of attorney to be attached hereto by the surety company.)

Attest:

Name of Surety:

Print _____

By: _____
(Surety Attorney-in-Fact Signature)

Print Name: _____

Title: _____

Date: _____

AFFIDAVIT OF NON-COLLUSION

STATE OF _____ :

SS

COUNTY OF _____ :

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

I am _____ of the Firm of _____, the Bidder
making the Bid for the above-named project, and I executed the said Bid with full authority to do
so; that said Bidder has not, directly or indirectly, entered into any agreement, participated in any
collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with
the above-named project; and that all statements contained in said Bid and in this Affidavit are
true and correct, and made with full knowledge that the Borough of Bound Brook relies upon the
truth of the statements contained in said Bid 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 Bidder.

(signed)

(Type or print name of affiant
under signature)

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

OWNERSHIP DISCLOSURE CERTIFICATION

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

N.J.S.A. 52:25-24.2:

"No corporation, partnership, or limited liability company shall be awarded any contract nor shall any agreement be entered into for the performance of any work or the furnishing of any materials or supplies, unless prior to the receipt of the bid or proposal, or accompanying the bid or proposal of said corporation, said partnership, or said limited liability company there is submitted a statement setting forth 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.

If one or more such stockholder or partner or member is itself a corporation or partnership or limited liability company, the stockholders holding 10 percent or more of that corporation's stock, or the individual partners owning 10 percent or greater interest in that partnership, or the members owning 10 percent or greater interest in that limited liability company, as the case may be, shall also be listed. 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 in this act, has been listed.

To comply with this section, a bidder with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10 percent or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10 percent or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10 percent or greater beneficial interest."

The Attorney General has advised that the provisions of N.J.S.A. 52:25-24.2, which refer to corporations and partnerships, apply to limited partnerships, limited liability partnerships, and Subchapter S corporations.

This Ownership Disclosure Certification form shall be completed, signed and notarized.

Failure of the bidder/proposer to submit the required information is cause for automatic rejection of the bid or proposal.

Part I

Check the box that represents the type of business organization:

- ☐ Sole Proprietorship (skip Parts II and III, sign and notarize at the end)
- ☐ Non-Profit Corporation (skip Parts II and III, sign and notarize at the end)
- ☐ Partnership
- ☐ Limited Partnership
- ☐ Limited Liability Partnership
- ☐ Limited Liability Company
- ☐ For-profit Corporation (including Subchapters C and S or Professional Corporation)
- ☐ Other (be specific): _____

Part II

☐ I certify that the list below contains the names and addresses of all stockholders in the corporation who own ten (10) percent or more of its stock, of any class, or of all individual partners in the partnership who own a ten (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.

OR

☐ I certify that no one stockholder in the corporation owns ten (10) percent or more of its stock, of any class, or no individual partner in the partnership owns a ten (10) percent or greater interest therein, or that no member in the limited liability company owns a ten (10) percent or greater interest therein, as the case may be.

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

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

Name: _____ Name: _____

Address: _____ Address: _____

Name: _____ Name: _____

Address: _____ Address: _____

Name: _____ Name: _____

Address: _____ Address: _____

Name: _____ Name: _____

Address: _____ Address: _____

Name: _____ Name: _____

Address: _____ Address: _____

Name: _____ Name: _____

Address: _____ Address: _____

Part III - Any Direct or Indirect Parent Entity Which is Publicly Traded:

“To comply with this section, a bidder with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a ten (10) percent or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a ten (10) percent or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a ten (10) percent or greater beneficial interest.”

☐ Pages attached with name and address of each publicly traded entity as well as the name and address of each person that holds a 10 percent or greater beneficial interest.

OR

☐ Submit here the links to the Websites (URLs) containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent.

AND



Submit here the relevant page numbers of the filings containing the information on each person holding a 10 percent or greater beneficial interest.

Bidder must sign below, and Bidder's signature must be notarized:

Name of Bidder

Signature of an Individual authorized to sign on behalf of Bidder.

Title

Subscribed and sworn before me this ____ day of

_____, 2 ____.

A Notary Public of New Jersey

My Commission expires:

THIS FORM MUST BE RETURNED WITH YOUR BID

AGREEMENT TO PROCEED

The Undersigned hereby agrees that, if awarded the contract, he/she/it shall commence work and deliver goods or services at the prices bid, and that he/she/it will complete all of the work within the time provided in these documents.

If a corporation, Bidder has been authorized to submit its Bid by a proper corporate resolution, a copy of which certified to be a true copy by the corporation secretary is attached hereto.

DATED: _____

Name of Bidder

Signature & Title

Address

Telephone Number

*Subscribed and sworn to
before me this ____ day
of _____, 20__.

*Bidder's signature, regardless of the form of Bidder's entity (i.e. sole proprietorship, partnership, joint venture, corporation, etc.) must be notarized.

ACKNOWLEDGMENT OF RECEIPT OF CHANGES TO BID DOCUMENTS
BOROUGH OF BOUND BROOK

CONTRACT NAME: _____

Pursuant to N.J.S.A. 40A:11-23.1a., the undersigned Bidder hereby acknowledges receipt of the following notices, revisions, or addenda to the Bid advertisement, Bid Specifications or Bid documents. By indicating date of receipt, Bidder acknowledges the submitted Bid takes into account the provisions of the notice, revision or addendum. Note that the local unit's record of notice to Bidders shall take precedence and that failure to include provisions of changes in a Bid may be subject for rejection of the Bid.

Local Unit Reference Number or Title of Addendum/Revision	How Received (mail, fax, pick-up, etc.)	Date Received

If no addenda or revisions were received, check here: _____

Acknowledgment by Bidder:

Name of Bidder: _____

By Authorized Representative: _____

Signature: _____

Printed Name and Title: _____

Date: _____

LIST OF SUBCONTRACTORS

Name of Subcontractor

Address

Nature of Work

Name_____

Title_____

(Signature)

(If partnership or corporation, must be signed by general partner or corporate officer).

REQUIRED EVIDENCE OF AFFIRMATIVE ACTION

If awarded a Contract, the Contractor shall comply with the requirements of P.L. 1975, c. 127 (N.J.A.C. 17:27-1 et seq.). Within seven (7) days after receipt of the Notice of Award or receipt of the Contract, whichever is sooner, the Contractor shall present one of the following to the Borough:

- a. A photocopy of a valid letter from the U.S. Department of Labor that the contractor has an existing federally approved or sanctioned Affirmative Action Plan (good for one year from the date of the letter), OR
- b. A photocopy of approved Certificate of Employee Information Report, issued in accordance with N.J.A.C. 17:27-4, OR
- c. An Affirmative Action Employee Information Report (Form AA302), provided by the Affirmative Action Office and completed by the Contractor in accordance with N.J.A.C. 17:27-4.

NO FIRM MAY BE ISSUED A CONTRACT UNLESS IT COMPLIES WITH THE AFFIRMATIVE ACTION REGULATIONS OF P.L. 1975, C.127.

This questionnaire along with a copy of your Federal Affirmative Action Plan, Certificate of Employee Information Report, or completed AA302 Form must be filed by the successful Bidder on or before the date that the Contract is executed.

1. Our company has a Federal Affirmative Action Plan approval.

Yes _____ No _____

If yes, submit a copy of said approval.

2. Our company has a New Jersey State Certificate of Employee Information Report Approval.

Yes _____ No _____

If yes, submit a copy of the New Jersey State Certificate.

3. If you do not have either of the above, check below:

_____ Please send our company an Affirmative Action form for our completion. (AA302 - Affirmative Action Employee Information Report.) This form must be completed and filed by the successful Bidder/contractor on or before the date that the Contract is executed.

The Affirmative Action Affidavit for vendors having less than fifty employees is no longer acceptable, a New Jersey Certificate of Approval or AA302 is required.

I certify that the above information is correct to the best of my knowledge.

(Company Name)

(Signature)

(Print Name)

(Title)

(Date)

Note: A Bid must be rejected as non-responsive if a Bidder fails to comply with requirements of P.L. 1975, c.127, within the required time frame.

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN
(This form must be completed and submitted with bid)

Bidder: _____

PART 1: CERTIFICATION

**BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.
FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE BID NON-RESPONSIVE**

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders **must** review this list prior to completing the below certification. **Failure to complete the certification will render a bidder's bid non-responsive.** If the Borough of Fort Lee finds a person or entity to be in violation of law, the Borough shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

PLEASE CHECK THE APPROPRIATE BOX:

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

OR

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

**PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES
IN IRAN**

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

**EACH BOX WILL PROMPT YOU TO PROVIDE INFORMATION RELATIVE TO THE ABOVE
QUESTIONS, PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO
MAKE ADDITIONAL ENTRIES, PLEASE PROVIDE ON A SEPARATE ATTACHED PAGE.**

Name _____

Relationship to Bidder _____

Description of Activities _____

Duration of Engagement _____

Anticipated Cessation Date _____

Bidder/Offeror

Contact Name _____ Contact Phone Number _____

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the Borough of Bound Brook 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 Borough of Bound Brook to notify the state 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 Borough of Bound Brook at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): _____

Signature: _____

Title: _____

Date: _____

BIDDER'S CHECKLIST

To be signed or initialed and submitted with Bid (Items marked "N/A" by the Borough are inapplicable to this contract and need not be submitted):

Bidder's
Initials

_____	BIDDER'S CHECKLIST
_____	BID NAME, OPENING DATE AND TIME ON <u>OUTSIDE</u> OF ENVELOPE
_____	BID FORM SIGNED BY AUTHORIZED REPRESENTATIVE
_____	BID SECURITY (certified/cashier's check or Bid Bond with Power of Attorney for full amount of Bid Bond)
_____	ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA TO BID DOCUMENT
_____	OWNERSHIP DISCLOSURE CERTIFICATION
_____	NON COLLUSION AFFIDAVIT
_____	CONSENT OF SURETY (with Power of Attorney for full amount of Bid Price)
_____	AFFIRMATIVE ACTION COMPLIANCE CERTIFICATION
<u>N/A</u> _____	PREVAILING WAGE FORM. (Obtainable from the NJ Dept. of Labor). (To Be Supplied If Requested)
_____	DEPARTMENT OF THE TREASURY BUSINESS REGISTRATION CERTIFICATE
_____	LIST OF SUBCONTRACTORS
<u>N/A</u> _____	PUBLIC CONTRACTORS REGISTRATION ACT CERTIFICATE FOR CONTRACTOR AND SUBCONTRACTORS LISTED (<u>N.J.S.A.</u> 34:11-56-48) (If Required by Bid Instructions)
<u>N/A</u> _____	CERTIFICATION OF BIDDER SHOWING THAT BIDDER OWNS, LEASES OR CONTROLS ANY NECESSARY EQUIPMENT
_____	DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN
_____	AGREEMENT TO PROCEED

[CONTINUED ON NEXT PAGE]

The undersigned hereby acknowledges the above-listed requirements

Trade, Company or Corporate Name

Street

City

By: _____

Date: _____

Title: _____