MEALS ON WHEELS SENIOR FOOD PROVIDER BID

BOROUGH OF EAST NEWARK
34 SHERMAN AVENUE
EAST NEWARK, NEW JERSEY 07029

Date of Bid Receipts
WEDNESDAY, NOVEMBER 4, 2026
4:00 P.M.

With All Bids Received Being Publicly Opened
Within a Reasonable Time Thereafter
(but No Later than 5:00 P.M.)

Mayor DINA M. GRILO

Borough Counsel: MICHAEL CIFELLI, ESQ.

Borough Clerk and Qualified Purchasing Agent:
DR. COSMO A. CIRILLO, RMC

LEGAL NOTICE

ADVERTISEMENT FOR BIDS BOROUGH OF EAST NEWARK
HUDSON COUNTY, NEW JERSEY

Sealed Bids will be received by the Borough of East Newark – 34 Sherman Avenue, East Newark, New Jersey 07029 on Wednesday, November 4, 2026, at 4:00 P.M., prevailing time, for receipt, shall be publicly opened and read aloud for:

MEALS ON WHEELS SENIOR FOOD PROVIDER

All bids must be received at the time and date specified. No bids will be accepted after said hour.

Specifications and bid proposal forms may be obtained at the Borough Clerk's Office, Borough Hall, 34 Sherman Avenue, East Newark, New Jersey, between the hours of 8:00 A.M. and 4:30 P.M. daily, except Saturdays, Sundays and Holidays, or may be downloaded from the municipal website, www.boroughofeastnewark.com. Bids or proposals shall be made on the forms provided.

A certified check or cashier's check made payable to the order of the Borough of East Newark, or a duly executed bid bond in the amount of 10% of each bid, but in no case in excess of $20,000.00 must be deposited by the bidder.

Bidders must comply with the following New Jersey State Statutes:

P.L. 1975	Chapter 127	(Affirmative Action Program) – N.J.A.C 17:27
P.L. 1975	Chapter 127	(Mandatory Equal Employment) N.J.S.A 10.5-31 et seq N.J.A.C. 17:37
P.L. 1975	Chapter 33	(Statement of Ownership)
N.J.S.A. 40A: 11-18		(American Goods & Products used where possible)

Bid proposals must be placed in sealed envelopes addressed to the Borough of East Newark, 34 Sherman Avenue, East Newark, NJ and marked clearly on the outside of the envelope, lower left-hand corner:

"BID – MEALS ON WHEELS SENIOR FOOD PROVIDER"

The Borough reserves the right to reject any and all bids or to waive any minor informalities or irregularities in the proposal received and to accept the bid which is in the best interest of the Borough.

Dr. Cosmo A. Cirillo, RMC
Borough Clerk and Qualified Purchasing Agent

BID PROPOSAL FORM
MEALS ON WHEELS SENIOR FOOD PROVIDER
BOROUGH OF EAST NEWARK, HUDSON COUNTY, NJ

The Borough of East Newark has a need to have a provider for its Senior Meals on Wheels Food Program which helps to maintain good health.

NOTICE IS HEREBY GIVEN that sealed bids will be received by the Borough Clerk Office for **MEALS ON WHEELS SENIOR FOOD PROVIDER**, for the Borough of East Newark, County of Hudson, State of New Jersey on Wednesday, November 4, 2026 at 4:00 p.m. prevailing time at East Newark Municipal Building 34 Sherman Avenue, East Newark NJ 07029

The Provider must be able to be able to provide food 5 days a week (Monday through Friday) including holidays which are given the day before throughout the entire year. This contract will be for a 1-year period with the Borough having the option for a 2nd year and 3rd year.

Each meal should be USDA balanced to include a hot meal with protein, vegetable, salad, milk, juice, fruit and/or fruit cup. The Borough serves an average of 60-80 meals per day.

AVERAGE TOTAL NUMBER OF MEALS PER WEEK - 250
AVERAGE TOTAL NUMBER OF MEALS PER YEAR – 13,000

January 1, 2027 to December 31, 2027

BID AMOUNT PER MEAL - **$**_____

TOTAL BID AMOUNT FOR ANNUAL SERVICE **$**_____

January 1, 2028 to December 31, 2028

BID AMOUNT PER MEAL - **$**_____

TOTAL BID AMOUNT FOR ANNUAL SERVICE **$**_____

January 1, 2029 to December 31, 2029

BID AMOUNT PER MEAL - **$**_____

TOTAL BID AMOUNT FOR ANNUAL SERVICE **$**_____

BOROUGH OF EAST NEWARK

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

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

☐ **No addenda were received**:

Acknowledged for: _____
(Name of Bidder)

By: _____
(Signature of Authorized Representative)

Name: _____
(Print or Type)

Title: _____

Date: _____

BOROUGH OF EAST NEWARK
DOCUMENT CHECKLIST
(Pursuant to NJSA 40A:11 – 23.2)

Document Required	**The undersigned BIDDER declares that the required documents, as noted below, have been completed, reviewed and/or executed by the BIDDER and are submitted as part of this proposal.**	**Bidders Initials**
x	Notice, Revision or Addenda Receipt Acknowledgement Form	
x	Form of Proposal, completed & signed by appropriate authorized	
x	A Statement (disclosure) of Ownership pursuant to NJSA 52:25-24.2.	
x	A Bid Guarantee (bid bond or equivalent) pursuant to NJSA 40A:11-21	
x	A surety company certificate (Consent of Surety) pursuant to NJSA 40A:11-22.	
x	A Listing of Subcontractors pursuant to NJSA 40A:11-16	
x	A copy of each listed Subcontractor's Certificate of Registration pursuant To NJSA 52:32-44 et. Seq. (Contractor Business Registration Act)	
x	A Non-Collusion Affidavit.	
x	Bidder's Buy American Certification pursuant to the American Recovery and Reinvestment Act of 2009.	
x	A Statement of Experience & Qualifications on the forms provided	
x	Disclosure of Investment Activities in Iran	
x	NJ Business Registration Certificate (within 3 days of award-mandatory)	
x	Affirmative Action/EEO/Americans with Disabilities	

Failure to submit any of the following documents with the Proposal will mandate rejection of the bid.

GENERAL CONDITIONS

DEFINITIONS

The following terms and expressions used in the Contract Documents shall be understood as follows:

Wherever the words **"Borough or "Owner"** are used in this contract, it shall be understood to mean the Borough of East Newark, New Jersey, the party of the first part of the agreement or its legal representative.

Wherever the word **"Contractor"** is used in this contract, it shall be understood to mean the party of the second part of this agreement or his legal representative.

Wherever the word **"Engineer" OR "Superintendent"** is used in this contract, it shall be understood to mean the **"Borough Engineer" or "Borough DPW Superintendent"** or his duly appointed successor, or representative, acting within the scope of the duties entrusted to them and as stated in the contract.

Wherever the work **"Subcontractor"** is used, it shall be understood to mean persons, firms or corporations having a direct contact with the Contractor, and including those who furnish materials worked to a special design in accordance with the Plans and Specifications, but not including those who merely furnish materials not so worked.

Wherever the word **"Plans"** is used, it shall be understood to mean the Contract Plans accompanying the specifications and such detail and supplementary drawings as may be furnished from time to time.

Wherever in the Specifications or upon the Drawings the words "as **directed", " as required", "as permitted"** or words of like effect are used, it shall be understood that the direction, requirement or permission of the Engineer or Superintendent is intended, and similarly the words **"approved," "acceptable," "satisfactory"** or words of like import, shall mean approved by or acceptable or satisfactory to the Engineer.

Wherever the work **"Contract" or "Contract Documents"** is used, it shall mean and include this Contract, Advertisement for Bids, Information for Bidders, Proposal, Contract Provisions, General Specifications, Detailed Specifications, Plans, Agreement, Bond and Addenda.

SCOPE

The Borough of East Newark proposes to accept bids for **Meals on Wheels Senior Food Provider Services**.

INSTRUCTIONS TO VENDORS AND STATUTORY REQUIREMENTS

SUBMISSION OF PROPOSALS

* Sealed bid proposals shall be received by the contracting unit, hereinafter referred to as "Borough," in accordance with public advertisement as required by law, with a copy of the notice being attached hereto and made a part of the Scope of Services.

* Sealed bid proposals will be received by the location at the time and location as stated in the Notice to Vendors.

* The bi d proposal(s) shall be submitted in a sealed envelope: (1) addressed to the Borough, (2) bearing the name and address of the Vendor written on the face of the envelope, and (3) clearly marked "SEALED BID" with the contract title, "EMERGENCY WATER LEAK REPAIR SERVICES". There shall be one (1) original, and one (1) paper copy of the proposal submitted.

* It is the Vendor's responsibility that proposals are presented to the Borough at the time and at the place designated. Bids may be hand delivered or mailed; however, the Borough disclaims any responsibility for bids forwarded by regular or overnight mail. If the proposal is sent by express mail service, the designation in sub-section 3, above, must also appear on the outside of the express mail envelope. Proposals received after the designated time and date will be returned unopened.

* Sealed bids forwarded to the Borough before the time of opening of bids may be withdrawn upon written application of the Vendor who shall be required to produce evidence showing that the individual is or represents the principal or principals involved in the proposal. Once bids have been opened, they shall remain firm for a period of sixty (60) calendar days.

* The entire proposal section of the bid package is to be returned completed. All bids must be made upon the proposal forms attached hereto, and should give the unit price in figures and the total price for the work, both in words and in figures, and must be signed and acknowledged by the Vendor, in accordance with the directions in the Proposal. All prices and amounts must be written in ink or preferably machine-printed on the forms provided only. Proposals containing any conditions, omissions, unexplained erasures or alterations, items not called for in the proposal form, attachment of additive information not required by the Scope of Services, or irregularities of any kind, may be rejected by the Borough. Any changes, whiteouts, strikeouts, etc. in the bid proposal must be initialed in ink by the person signing the proposal.

* Each proposal form must give the full business address**,** business phone, fax, e-mail if available, the contact person of the Vendor, and be signed by an authorized representative as follows:
  - Bids/Proposals by partnerships must furnish the full name of all partners and must be signed in the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing.
  - Bids/Proposals by corporations must be signed in the legal name of the corporation, followed by the name of the State in which incorporated and must contain the signature and designation of the president, secretary or other person authorized to bind the corporation in the matter.
  - Proposals by sole-proprietorship shall be signed by the proprietor.
  - When requested, satisfactory evidence of the authority of the officer signing shall be furnished.

* Vendor should be aware of the following statutes that represent "Truth in Contracting" laws:
  - N.J.S.A. 2C:21-34, et seq. governs false claims and representations by Vendors. It is a serious crime for the Vendor to knowingly submit a false claim and/or knowingly make material misrepresentation.
  - N.J.S.A. 2C:27-10 provides that a person commits a crime if said person offers a benefit to a public servant for an official act performed or to be performed by a public servant, which is a violation of official duty.
  - N.J.S.A. 2C:27-11 provides that a Vendor commits a crime if said person, directly or indirectly, confers or agrees to confer any benefit not allowed by law to a public servant.
  - Vendor should consult the statutes or independent legal counsel for further information.

INTERPRETATION AND ADDENDA

1. The Vendor understands and agrees that its proposal is submitted on the basis of the Bid prepared by the Borough. The Vendor accepts the obligation to become familiar with the Scope of Services.

2. Vendors are expected to examine the Scope of Services and related proposal documents with care and observe all their requirements. Ambiguities, errors or omissions noted by Vendors should be promptly reported in writing to the appropriate official. Any prospective Vendor who wishes to challenge a proposal's Scope of Services shall file such challenges in writing with the contracting agent no less than three (3) business days prior to the opening of the proposals. Challenges filed after that time shall be considered void and having no impact on the contracting unit or the award of a contract pursuant to N.J.S.A. 40A:11-13. In the event the Vendor fails to notify the Borough of such ambiguities, errors or omissions, the Vendor shall be bound by the requirements of the Scope of Services and the Vendor's submitted proposal.

3. No oral interpretation and or clarification of the meaning of the Scope of Services will be made to any Vendor. Such request shall be in writing, addressed to the Borough's finance department. In order to be given consideration, a written request must be received at least seven (7) business days prior to the date fixed for the opening of the proposal for goods and services.

All interpretations, clarifications and any supplemental instructions will be in the form of written addenda to the Bid, and will be distributed to all prospective Vendors via the Borough's website (www.East Newarknj.gov). All addenda so issued shall become part of the Bid and proposal documents, and shall be acknowledged by the Vendor in the proposal. The Borough's interpretations or corrections thereof shall be final.

When issuing addenda, the Borough shall provide required notice prior to the official receipt of proposals to any person who has submitted a proposal or who has received a proposal package pursuant to N.J.S.A. 40A:11-23c.1.

4. Discrepancies in Proposals

   - 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.

INSURANCE AND INDEMNIFICATION

The Vendor shall be required to have the following insurance coverage. Said coverage shall be applicable to this proposal and be made a part of the proposal documents:

INSURANCE REQUIREMENTS

√ Worker's Compensation Insurance

Workers Compensation insurance shall be maintained in full force during the life of the contract, covering all employees engaged in performance of the contract pursuant to N.J.S.A. 34:15-12(a) and N.J.A.C. 12:235-1.6.

√ General Liability Insurance

The Vendor shall furnish evidence to the Borough prior to the work he/she or any of his/her subcontractors perform and will provide Standard Vendor's Liability for any operations to be performed by vendor or subcontractors as follows:

General liability insurance shall be provided with limits of not less than $1,000,000 for any occurrence and $1,000,000 aggregate for bodily injury and property damage, coverage shall be maintained in full force during the life of the contract.

√ Professional Liability Insurance

Professional liability insurance covering Vendor for claims arising from its representation of the municipality with limits of not less than $1,000,000 for any one occurrence, which shall be claim based, and coverage shall be maintained in full force during the life of the contract.

CERTIFICATES OF THE REQUIRED INSURANCE

Certificates of Insurance for those policies required shall be with an insurance company authorized to do business in the State of New Jersey and shall name the Borough as an additional insured.

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

INDEMNIFICATION

The Vendor shall indemnify, defend, and save harmless the Borough, at the vendors own cost and expense, from and against all losses and all claims, demands, payments, suits, actions, recoveries and judgments of every nature and description brought or recovered against him, by reason of any act or omission of the said Vendor, his agents or employees, in the delivery of services, execution of the work, or in the guarding of it.

The Vendor shall, and is hereby authorized to, obtain and pay for such insurance, naming as one of the assured, the Borough of East Newark, as will protect the Borough from its contingent liability under this contract, and the Borough's right to enforce against the Vendor any provision of this article shall be contingent upon full compliance by the Borough with the terms of such insurance policy or policies, a copy of which shall be deposited with the Borough.

PRICING INFORMATION FOR PREPARATION OF PROPOSALS

The Borough is exempt from any local, state or federal sales, use or excise tax.

The prices shall remain firm for the contract period(s). The prices shall include the delivery and furnishing of all materials, travel time, travel expenses, and the performance of all labor and services necessary for proper completion of the work, except such as may be otherwise expressly provided in the Contract Documents.

Vendor shall be responsible for obtaining any applicable permits or licenses from any government entity that has jurisdiction to require the same. All proposals submitted shall have included this cost.

Vendors shall insert prices for furnishing goods and services required by the Scope of Services. Prices shall be net, including any charges for shipping, handling, copying, compiling, packing, etc. All transportation charges shall be fully prepaid by the Vendor. The Borough shall not be responsible for delivery costs or travel costs of any type.

STATUTORY AND OTHER REQUIREMENTS

Where applicable, the following are mandatory requirements of this proposal and contract.

MANDATORY AFFIRMATIVE ACTION CERTIFICATION

No firm may be issued a contract unless it complies with the affirmative action provisions of

- 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 this proposal Scope of Services.

- Goods and Services (including professional services) Contracts

  Each Vendor 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:

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

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

- 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 Vendor in accordance with N.J.A.C. 17:27-4.

AMERICANS WITH DISABILITIES ACT OF 1990

Discrimination on the basis of disability in contracting for the purchase of goods and services is prohibited. Vendors are required to read Americans with Disabilities language that is included as Appendix B of this Scope of Services and agree that the provisions of Title II of the Act are made a part of the contract. The Vendor is obligated to comply with the Act and to hold the Borough harmless.

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 proposal or accompanying the proposal of said corporation or partnership, Vendors 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 (P-2) shall be completed and attached to the proposal. 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 proposal.

PROOF OF BUSINESS REGISTRATION

N.J.S.A. 52:32-44 requires that each Vendor (Vendor) submit proof of business registration with the proposal. Proof of registration shall be a copy of the Vendor'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 imposes the following requirements on Vendors and all subcontractors that **knowingly** provide goods or perform services for a Vendor fulfilling this contract:

- The Vendor shall provide written notice to its subcontractors and suppliers to submit proof of business registration to the Vendor;
- Prior to receipt of final payment from a contracting agency, a Vendor must submit to the contacting agency an accurate list of all subcontractors or attest that none was used;
- During the term of this contract, the Vendor 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 Vendor, 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.

Failure to submit proof of registration within three (3) days of award for this proposal requires mandatory rejection of a proposal as a non-waivable defect.

NON-COLLUSION AFFIDAVIT

The Affidavit shall be properly executed and submitted with the proposal.

PAY TO PLAY

Starting in January, 2007, business entities are advised of their responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27 if they receive contracts in excess of $50,000 from public entities in a calendar year. Business entities are responsible for determining if filing is necessary. Additional information on this requirement is available from ELEC at 888-313- 3532 or at www.elec.state.nj.us.

Businesses are further required to comply with all local ordinances regarding contribution limits for publicly contracted entities. Business entities are obligated to become familiar with their obligations under the local ordinances prior to submitting proposals for public contracts to the Borough of East Newark.

METHOD OF CONTRACT AWARD

The Borough and the successful Vendor, shall execute said contract January one (1). The parties however may agree to extend the one (1) day period in the event the contract cannot be signed in a timely manner. Failure or neglect of the Vendor to execute said contract or to contact the Borough to request an extension to execute said contract shall constitute a breach and the Borough can award the contract to the 2nd choice Vendor. Any contract resulting from this proposal shall be subject to a not to exceed amount, and the Borough shall not be responsible for any amount above the not to exceed amount listed in the Notice of Award. Pursuant to requirements of N.J.A.C. 5:30-5.1 et seq., any contract resulting from this proposal shall be subject to the availability and appropriation of sufficient funds annually.

The form of contract shall be submitted by the Borough to the successful Vendor. Terms of the Scope of Services/proposal package prevail. Vendor exceptions must be formally accepted by the Borough. Vendor exceptions must be listed on the vendor's submitted proposal in order to be considered by the Borough.

The Borough reserves the right to waive immaterial formalities. The Borough reserves the right to

procure these items under State Contracts or inter-local agreements, if so desired.

The acceptance of a Bid Proposal shall bind the successful Vendor to execute the contract or to be responsible for liquidated damages in the amount of ten percent (10%) of the proposed costs if the vendor fails to enter into the contract or perform services there under.

CAUSES FOR REJECTING BIDS

Proposals may be rejected for any of the following reasons:

All proposals pursuant to N.J.S.A. 40A:11-13.2;

If more than one (1) bid proposal is received from an individual, firm or partnership, corporation or association under the same name;

Multiple proposals from an agent representing competing Vendors;

The proposal is inappropriately unbalanced;

The Vendor is determined to possess, pursuant to N.J.S.A. 40A:11-4b, Prior Negative Experience; or,

If the successful Vendor fails to enter into a contract within seven (7) days, Sundays and holidays excepted, or as otherwise agreed upon by the parties to the contract. In this case at its option, the Borough may accept the proposal of the 2nd lowest, responsive Vendor.

If the mandatory forms are not received within the Bid Packet.

TERMINATION OF CONTRACT

If, through any cause, the Vendor shall fail to fulfill in a timely and proper manner obligations under the contract or if the Vendor shall violate any of the requirements of the contract, the Borough shall there upon have the right to terminate the contract by giving written notice to the Vendor of such termination and specifying the effective date of termination. Such termination shall relieve the Borough of any obligation for balances to the Vendor of any sum or sums set forth in the contract. The Borough will pay only for goods and services accepted prior to termination.

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

The Vendor agrees to 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.

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

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

ACQUISITION, MERGER, SALE AND/OR TRANSFER OF BUSINESS, ETC.

It is understood by all parties that if, during the life of the contract, the Vendor disposes of his/her business concern by acquisition, merger, sale and or/transfer or by any means convey his/her interest(s) to another party, all obligations are transferred to that new party. In this event, the new owner(s) will be required to submit all documentation/legal instruments that were required in the original proposal/contract. Any change must be approved by the Borough.

The Vendor will not assign any interest in the contract and shall not transfer any interest in the same without the prior written consent of the Borough.

The Borough may terminate the contract for convenience by providing 60 calendar days advance written notice to the Vendor.

If the successful Vendor and/or any of its employees and/or agents are required to be licensed and/or registered in order to perform the services which are the subject of this or any agreement thereof, then the agreement shall be terminated in the event that the appropriate governmental entity with jurisdiction has instituted an action to have the vendor’s license and/or registration suspended or revoked, or in the event that such entity has revoked or suspended said license or denied such registration. Notice of termination pursuant to this subparagraph shall be effective immediately upon the giving of said notice.

APPENDIX A

N.J.S.A. 10:5-31 and N.J.A.C. 17:27

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

(Mandatory Affirmative Action Language)

FOR GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS:

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

The Vendor 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 or sex. Except with respect to affectional or sexual orientation, the Vendor 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 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 Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting for the provisions of this nondiscrimination clause.

The Vendor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the Vendor, 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 or sex.

The Vendor 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 Vendor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The Vendor 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 Vendor 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 Vendor 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 or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

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

FOR CONSTRUCTION CONTRACTS:

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

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

The Vendor 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 Vendor's commitments under this act and shall post copies of the

notice in conspicuous places available to employees and applicants for employment.

The Vendor or Subcontractor, where applicable, agrees to comply with the regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and Americans with Disabilities Act.

When hiring workers in each construction trade, the vendor or subcontractor agrees to attempt in good faith to employ minority and female workers in each construction trade consistent with the applicable employment goal prescribed by N.J.A.C. 17:27-7.3; provided, however, that the Affirmative Action Office may, in its discretion, exempt a vendor or subcontractor from compliance with the good faith procedures prescribed by the following provisions A, B, and C, as long as the Affirmative Action Office is satisfied that the vendor is employing workers provided by a union which provides evidence, in accordance with the standards prescribed by the Affirmative Action Office, that its percentage of active "card carrying" members who are a minority and female workers is equal to or greater than the applicable employment goal prescribed by N.J.A.C. 17:27-7.3, promulgated by the Treasurer pursuant to P.L. 1975, c 127, as amended and supplemented from time to time. The vendor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

II. If the vendor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the vendor or subcontractor shall within three (3) days of the contract award, seek assurances from the union that it will cooperate with the vendor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as supplemented and amended from time to time. If the vendor or subcontractor is unable to obtain said assurances from the construction trade union at least five (5) days prior to the commencement of construction work, the vendor or subcontractor agrees directly to attempt to hire minority and female workers consistent with the applicable employment goal. If the vendors or subcontractors prior experience with the construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and female workers consistent with the applicable employment goal, the vendor or subcontractor agrees to prepare to hire minority and female workers directly, consistent with the applicable employment goal, by complying with the hiring procedures prescribed under (B) below; and the vendor or subcontractor further agrees to immediately take said action if it determines or is so notified by the Affirmative Action Office that the union is not referring minority or female workers consistent with the applicable employment goal.

III. If the hiring of workforce consistent with the employment goal has not or cannot be achieved for each construction trade by adhering to the procedures of (A) above, or if the vendor does not have referral agreement or arrangement with a union for a construction trade, the vendor or subcontractor agrees to take the following action consistent with the applicable county employment goals:
- To notify the Public Agency Compliance Officer, Affirmative Action Office, and at least one approved minority referral organization of its manpower needs and request referral of minority and female workers;
- To notify any minority and female workers who have been listed with it as awaiting available vacancies.
- Prior to commencement of work, to request the local construction trade union, if the vendor or subcontractor has a referral agreement or arrangement with a union for the construction trade, to refer minority and female workers to fill job openings;
- To leave standing request for additional referral to minority and female workers with the local construction trade union, if the vendor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State training and employment service and other approved referral sources in the area until such time as the workforce is consistent with the employment goal;
- If it is necessary to lay off some of the workers in a given trade on the construction site, to assure,

consistent with the applicable State and Federal statutes and court decisions, that sufficient minority and female employees remain on the site consistent with the employment goal; and to employ any minority and female workers so laid off by the vendor or any other construction site in the area on which its workforce composition is not consistent with an employment goal established pursuant to rules implementing P.L. 1975. C. 127;

To adhere to the following procedure when minority and female workers apply or are referred to the vendor or subcontractor:

- If said individuals have never previously received any document or certifications signifying a level of qualification lower than required, the vendor or subcontractor shall determine the qualifications of such individuals and if the vendors or subcontractors workforce in each construction trade is not consistent with the applicable employment goal, it shall employ such persons which satisfy appropriate qualification standards; provided however, that a vendor or subcontractor shall determine that the individual at least possesses the skills and experience recognized by any worker skills and experience classification determination which may have been made by a Public Agency Compliance Officer, union, apprentice program or a referral agency, provided the referral agency, is acceptable to the Affirmative Action Office and provided further, that, if necessary, the vendor or subcontractor shall hire minority and female workers who qualify as trainees pursuant to these rules. All of the requirements of this paragraph, however, are limited by the provisions of (C) below.
- If the vendors or subcontractors workforce is consistent with the applicable employment goal, the name of said female or minority group individual shall be maintained on a waiting list for the first considerations in the event the vendors or subcontractors workforce is no longer consistent with the applicable employment goal.
- If, for any reason, said vendor or subcontractor determines that a minority individual or a female is not qualified or if the individual qualifies as an advance trainee or apprentice, the vendor or subcontractor shall inform the individual in writing with the reasons for the determination, maintain a copy in its files, and send a copy of the Public Agency Compliance Officer and to the Affirmative Action Office.

7. To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the Affirmative Action Office and shall be submitted promptly to that office upon request.

IV. The vendor or subcontractor agrees that nothing contained in (B) preceding provision shall preclude the vendor or subcontractor from complying with the hiring hall or apprenticeship

provision in any applicable collective bargaining agreement or hiring hall arrangement, and, where, required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement: provided, however, that where the practices of a union or apprenticeship program will result in the exclusion of minorities and females or the failure to refer minorities and females consistent with the county employment goal, the vendor or subcontractor shall consider for employment persons referred pursuant to said provisions

(B) without regard to such agreement or arrangement; provided further, however, that the vendor or subcontractor shall not be required to employ female and minority advanced trainees and trainees in numbers which results in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or on the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the vendor or subcontractor agrees that, in implementing the procedures of the proceeding provisions (B) it shall, where applicable, employ minority and female workers residing within the geographical jurisdiction of the union.

V. The vendor agrees to complete an Initial Project Manning Report on forms provided by the Affirmative Action Office or in the form prescribed by the Affirmative Action Office and submit a copy of said form no later than three days after signing a construction contract; provided, however, that the public agency may extend in a particular case the allowable time for submitting the form to no more than fourteen days; and to submit a copy of the monthly Project Manning Report once a month (by the seventh work day of each month) thereafter for the duration of this contract to the Affirmative Action Office and to the Public Agency Compliance Officer. The vendor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on-the-job programs for outreach and training of minority and female trainees employed on construction projects.

VI. The vendor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office 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 affirmative action office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

APPENDIX B

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

The Vendor and the Borough of East Newark, (hereafter "Borough") 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 Borough pursuant to this contract, the Vendor agrees that the performance shall be in strict compliance with the Act. In the event that the Vendor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the Vendor shall defend the Borough in any action or administrative proceeding commenced pursuant to this Act. The Vendor shall indemnify, protect, and save harmless the Borough, 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 Vendor 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 Borough's grievance procedure, the Vendor agrees to abide by any decision of the Borough which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the Borough, or if the Borough incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the Vendor shall satisfy and discharge the same at its own expense.

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

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

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

LIST OF SUBCONTRACTORS

In accordance with NJSA 40A:11-16, the bidder will set forth below the names, addresses and, if applicable, license numbers of the subcontractors to whom the bidder will subcontract work in the categories listed in connection with the erection, alteration or repair of any public building and the related site work.

WORK	SUBCONTRACTOR

If the "Document Required" box is checked on the Proposal Submission Checklist for the item "Evidence of Registration…," evidence of registration pursuant to NJSA 34:11-56.48 et seq., for all subcontractors listed must be submitted prior to award of a Contract.

NOTE: If the BIDDER will not subcontract the work described in any category above but will complete it as prime contractor, it is not necessary to name a subcontractor. In such case, the BIDDER should insert "prime contractor" in the subcontractor name space. If more than one subcontractor will be utilized in any category, attach a certificate signed by the BIDDER listing each subcontractor named in the bid for that category. The certificate shall set forth the scope of work for which the subcontractor has submitted a price quote and which the BIDDER has agreed to award to each subcontractor should the BIDDER be awarded the contract. The certificate shall be submitted to the contracting unit simultaneously with the list of the subcontractors (attached to the Proposal). The certificate may take the form of a single certificate listing all subcontractors or, alternatively, a separate certificate may be submitted for each subcontractor.

Each of the above subcontractors shall be qualified in accordance with 40A:11-1 et seq. The OWNER shall require evidence of performance security to be submitted with this proposal. Evidence of performance security may be supplied by the BIDDER on behalf of the BIDDER and any or all subcontractors, or by each respective subcontractor, or by any combination thereof which results in evidence of performance security equaling, but in no event exceeding, the total amount bid. If separate evidence of performance security will be submitted by any subcontractor, the bid shall be accompanied by a separate certificate from a surety company in accordance with NJSA 40A:11-22.

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: _____

APPENDIX A
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.

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 ☐ Limited Liability Corporation ☐ Limited Liability Partnership

☐ Subchapter S Corporation

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

Stockholders:

Name: _____ Name: _____

Home Address: _____ Home Address: _____

_____ _____

Name: _____ Name: _____

Home Address: _____ Home Address: _____

_____ _____

Name: _____ Name: _____

Home Address: _____ Home Address: _____

NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Detailed information on this requirement is found in Division of Local Government Services Local Finance Notices 2004-17 (8/6/04), 2004-24 (11/1/04), 2005-12 (4/27/05) and on the Division web site at www.nj.gov/dca/lgs/lpcl.

NON-COLLUSION AFFIDAVIT

State of New Jersey
County of _____ ss:

I, _____ residing in _____
(name of affiant) (name of municipality)
in the County of _____ and State _____of

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
(name of contracting unit)
truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for the said project.

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

Subscribed and sworn to

before me this day _____
Signature

_____, 2____

_____
(Type or print name of affiant under signature)

_____
Notary public of

My Commission expires _____

STATE OF NEW JERSEY - DIVISION OF PURCHASE AND PROPERTY
DISCLOSURE OF INVESTMENT ACTIVITIES INIRAN

Quote Number: **Bidder/Offeror:**

PART 1; CERTIFICATION

BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.

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

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at http://www.stateni.us/treasuIY/ourchase/pdf/Chaoter25List.pdf. Bidders must review this list prior to completing the below certification. Failure to complete the certification will render a bidder's proposal non-responsive. If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party

PLEASE CHECK THE APPROPRIATE BOX:

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

OR

☐ **I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below.** Failure !Q **i:u:2 ide su!.11** will rnsul! in the 12ro12Qsal b1;:ing render!iiQ as non-respQnsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

.e.ABI. 2.: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

Youmust provide a detailed, accurate andprecise description of the activities of the bidding person/entity, or oneof 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 YOUNEED TO MAKE ADDITIONAL ENTRIES, CLICK THE "ADD AN ADDITIONAL ACTIVITIES ENTRY" BUTTON.

Name _____ Relationship to Bidder/Offerer

Description of Activities _____

Duration of Engagement _____ Anticipated Cessation Date

Bidder/Offeror Contact Name _____ Contact Phone Number

ADD AN ADDITIONAL ACTIVITIES ENTRY

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. acknowledge that the State of New Jersey** 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 **State to** notify **the State** in writing **of *any*** changes **to the** answers of information contained herein. I acknowledge that I amaware that it is a criminal offense to make a false statement or misrepresentationin this certification, and if I doso, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach o my agreement(s) with the State of New Jersey and that the State at its option may declare any contractjs) resulting from this certification void and unenforceable.

Full Name(Print): _____ Signature: _____

Title: _____ Date: _____

CONSENT OF SURETY

In consideration of the premises and of one Dollar ($1.00), lawful money of the United States, it is in hand paid by the CONTRACTOR, the receipt whereof is hereby acknowledged, the undersigned surety consents and agrees that if the contract, for which the preceding estimate and proposal is made, be awarded to the person or persons submitting the same as contracted, it will become bound as surety and guarantor for its faithful performance, in an amount equal to one hundred percent (100%) of the contract price, and will execute it as party of the third part thereto when required to do so by the OWNER, and if the said CONTRACTOR shall omit or refuse to execute such contract, if so awarded, it will pay without proof of notice and on demand to the OWNER any increase between the sum to which the said CONTRACTOR would have been entitled upon the completion of the said contract and the sum which the said OWNER may be obligated to pay to another contractor to whom the contract may be afterwards awarded, the amount in such case to be determined by the bids plus the cost, if any, of re-advertising for bids for this work, less the amount of any certified check or bid bond payable and received.

In witness whereof, said 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 acknowledgement and statement of authority to be here attached by the surety company).

_____

_____

(Surety Company)

BY: _____

_____

Surety Company
Attorney-in-Fact

Attest:

_____

(Surety may substitute a similar statement subject to the OWNER'S approval).

BIDDERS CERTIFICATION

Accompanying this Proposal is a Consent of Surety and a Bid Guarantee, in the form of a Bid Bond( ), or a Certified or Cashier's Check ( ), payable to the order of the ____ _____ in the sum of

_____ Dollars

$_____ which the undersigned agrees is to be forfeited as liquidated damages, and not as a penalty, if the Contract is awarded to the undersigned and the undersigned shall fail to execute the Contract or furnish the Bond required within the stipulated time, otherwise, the Bid Guarantee will be returned to the undersigned.

The undersigned is an corporation / individual / partnership under the Laws of the State of _____ having principal offices at

_____

Trade Name of

Bidder_____

1. Signed

   By_____

   Signature_____

   Title_____

2. Signed

   By_____

   Signature_____

   Title_____

3. Signed

   By_____

   Signature_____

   Title_____

Signed this _____ day of _____, 20____

ATTEST:

(SEAL)

_____

NOTE: This proposal may only be signed by:

1. If a Partnership, all General Partners.
2. If a Corporation, the President and at least one other officer.
3. If a Sole Proprietorship, the Proprietor.
4. An authorized agent of the Bidder. In this case evidence that the agent is authorized to bind the Bidder, in the form of a Power-of-Attorney or equivalent document, for the Partnership, Corporation or Sole Proprietorship must accompany the Bid.

Attach additional signature sheets in similar form, if necessary.

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 or sex. Except with respect to affectional or sexual orientation, 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 or sex. Such action shall include, but not 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 **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, affecional or sexual orientation 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 personal 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 or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal Jaw and applicable Federal court decisions.

All successful bidders (goods and services vendors, professional service vendors and construction contractors) are required to submit evidence of appropriate affirmative action compliance. Specifically, each vendor/contractor shall submit to the Borough of Ramsey, prior to execution of a contract, one of the following documents:

Goods. Professional Services and General Service Vendors

2. Letter of Federal Approval indicating that the vendor is under an existing Federally approved or sanctioned affirmative action program. A copy of the approval letter is to be provided by the vendor to the Borough of Ramsey and the Division of Contract Compliance and EEO in Public Contracts Division (see Attachment #1).

3. A Certificate of Employee Information Report (hereafter "Certificate"), issued in accordance with N.J.A.C. 17:27-1.1 et seq. The vendor must provide a copy of the Certificate to the Borough of Ramsey as evidence of its compliance with the regulations. The Certificate represents the review and approval of the vendor's Employee Information Report, Form AA-302 by the Division (see Attachment #2).

4. The vendor shall complete an Initial Employee Report, Form AA-302 and submit it to the Division with a copy to the Borough of Ramsey (see Attachment #3). Upon submission and review by the Division, this report shall constitute evidence of compliance with the regulations.

After notification of award but prior to execution of goods and services and professional services contracts, the Affirmative Action evidence must be submitted.

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

EXPERIENCE QUESTIONNAIRE

The signatory of this proposal guarantees the truth and accuracy of all statements and of all answers to interrogatories hereinafter made.

1. How many years have you been in business as a food provider under your present business name?_____

2. How many years have you been a principal officer of a food provider company under another name? ----------

3. What work of a similar nature has your organization completed? List a minimum of three projects.

(Note· Fill out each blank completely)

Name of Owner and Location	Name and Address of Person in Responsible Charge as Reference	Class of Work	Amount of Contract	Date of Completion

Signature in writing of the bidder or bidders or authorized officer or agent, with business address:

_____

_____

_____

Date: _____

HOLD HARMLESS AGREEMENT

BETWEEN The Borough of East Newark AND

_____

Contractor

_____

Address (not a Post Office Box) Phone Number & FAX

It is understood and agreed the Contractor is:

1. An independent Contractor and not an employee of the Borough of East Newark.
2. The Contractor agrees to indemnify and hold harmless the Borough of East Newark and all of its officers, agents and employees of and from any and all liability for damages for injury to person and property, including death, and against and from all suits and actions and all costs, damages and changes of whatsoever kind and nature, including attorneys' fees to which the Borough may be put for or on account of any injury or alleged injury to person, including death, or property, resulting from the performance of the Contractor's operations under this Contract, or by or in consequence of any neglect or omission of the part of the Contractor in the performance of operations under this Contract, whether such operations, or the absence thereof, be by the Contractor or anyone directly or indirectly employed by the Contractor.
3. The Contractor shall hold the Borough of East Newark harmless for damages to the Contractor's equipment utilized during the term of this Contract
4. The Contractor agrees to provide a certificate of insurance specifically naming the Borough of East Newark as an additional named insured, providing general liability, bodily injury and property damage coverage with minimum limits of liability not less than $500,000.

Signed this_____day of_____20_____

as the binding act in deed of._____

Name of Organization

_____

Authorized Signature and Title

_____

Print-Authorized Signature and Title

_____

WITNESS Signature