

NOTICE FOR THE SOLICITATION OF SERVICES

UNDER A FAIR AND OPEN PROCESS

Please be advised that the Borough of Allendale is accepting Proposals for:

STORM DRAIN INLET REPAIRS AS-NEEDED

Proposals will be received by Michelle Ryan, Acting Borough Clerk, **until Thursday, August 12, 2021 at 10:00 a.m.**, at the offices of the Borough, located at Allendale Borough Administration Building, 500 W. Crescent Avenue, Allendale, NJ 07401.

The Borough of Allendale is seeking proposals for calendar year 2021. An option for a one-year extension (commencing January 1, 2022 and continuing through December 31, 2022) is also made available and may be considered for acceptance by the Borough.

The solicitation document is available for download from the Borough's Website (the obtainment of a solicitation document is the sole responsibility of the vendor) or by contacting the Borough Clerk at MichelleRyan@Allendalenj.gov or (201)-818-4400 x216. It is the sole responsibility of the vendor to be familiar with any addenda related to a solicitation.

Each Proposal will be evaluated on the basis of the most advantageous to the Borough, all factors considered. All evaluation factors other than cost or price, when combined are approximately equal to cost or price. The evaluation will consider:

1. Cost
2. Technical Criteria
 - 2.1. Is the vendor's proposal complete and responsive to the specific project RFP requirements?
 - 2.2. Does the proposal demonstrate a clear understanding of the scope of the work and related objectives?
 - 2.3. Does the vendor's proposal use innovative technology and techniques?
3. Past Experience and Performance
 - 3.1. Has the past performance of the vendor's proposed methodology been documented?
 - 3.2. Does the vendor demonstrate a track record of service as evidenced by on-time, on-budget, and contract compliance performance?
4. Other factors, including scheduling timeline, if determined to be in the best interest of the Borough of Allendale.

If awarded a contract, your company/firm shall be required to comply with the requirements of **N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27**.

Respondents are required to submit with their Proposal a New Jersey Business Registration Certificate in accordance with N.J.S.A. 52:32-44. (P.L. 2004, c. 57).

Contracts will be awarded as provided by law at a public meeting.

THIS PROPOSAL IS BEING SOLICITED THROUGH THE FAIR AND OPEN PROCESS IN ACCORDANCE WITH N.J.S.A.19:44A-20.5 et seq.

Michelle Ryan
Acting Borough Clerk

CONTENTS

1.	SCOPE OF WORK.....	3
1.1.	General.....	3
2.	TECHNICAL SPECIFICATIONS	3
2.1.	Protection of Public, Work and Property	3
2.2.	Measurement and Scope of Payment	4
4.	QUESTION REGARDING PERFORMANCE SPECIFICATIONS	4
5.	PREVAILING WAGES.....	4
6.	BUSINESS REGISTRATION CERTIFICATE.....	5
7.	INSURANCE REQUIREMENTS.....	5
8.	INDEMNIFICATION	6
9.	PAY-TO-PLAY	6
10.	GENERAL GUARANTY.....	7
11.	ASSIGNMENT	7
12.	NON-DISCRIMINATION IN EMPLOYMENT	7
13.	AMERICANS WITH DISABILITIES ACT	7
14.	TERMINATION OF CONTRACT	7
15.	PROPOSAL FORMS	9
	FORM 01- RESPONDENT’S CHECKLIST	10
	FORM 02 - SCHEDULE OF PRICES	11
	FORM 03 - OWNERSHIP DISCLOSURE STATEMENT	12
	FORM 04 - NON-COLLUSION AFFIDAVIT.....	15
	FORM 05 - EQUAL EMPLOYMENT OPPORTUNITIES RESPONSE SHEET.....	17
	FORM 06 - AMERICANS WITH DISABILITIES ACT RESPONSE SHEET.....	22
	FORM 07 - ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA	23
	FORM 08 - REFERENCE SHEET.....	24
	FORM 09 – PLAN AND EQUIPMENT QUESTIONNAIRE	26
	FORM 10 - PUBLIC WORKS CONTRACTOR REGISTRATION ACT.....	27
	FORM 11 - SUSPENSION AND DEBARMENT CERTIFICATION.....	28
	FORM 12 - DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN	29
	FORM 13 - HOLD HARMLESS AGREEMENT.....	31
	FORM 14 – OPTION FOR ONE-YEAR EXTENSION	32

PERFORMANCE SPECIFICATIONS
STORM DRAIN INLET REPAIRS AS-NEEDED
BOROUGH OF ALLENDALE, BERGEN COUNTY, NEW JERSEY

1. SCOPE OF WORK

1.1. General

ALLENDALE BOROUGH is seeking written Proposals to reconstruct inlets at various location within the Borough.

Respondents shall carefully examine the solicitation and project before submitting a proposal. The solicitation documents are not to be construed as an averred representation or warranty of existing conditions. Respondents shall make such independent investigation and examination as necessary to satisfy themselves as to the conditions to be encountered in the performance of the work and the type of equipment and operations required to perform the work. No plea of ignorance of conditions will release the respondent from fulfilling the requirements of the project in every detail, nor be accepted as a basis for claims for extra compensation.

The intent of this project is for the successful respondent to plan and conduct the Work to be functionally complete. Carry on the Work regularly and uninterruptedly until completion. Perform all Work that may be reasonably inferred as being required to produce the intended result using the standard of care commonly used as state-of-the practice in the industry. Perform the Work using the best construction practices and provide materials and workmanship of the first quality to meet the requirements.

Provide a list of five (5) references for similar work that has been satisfactorily completed.

2. TECHNICAL SPECIFICATIONS

The Standard Specifications for Road and Bridge Construction of the New Jersey Department of Transportation, 2019 edition and the New Jersey Department of Transportation Standard Roadway Construction, Traffic Control - Bridge Construction Details Booklet, 2016 edition, as amended and augmented herein, shall govern the construction of this project.

Such Standard Specifications are made part of these specifications by this reference and will not be repeated herein. It is the responsibility of the respondent to familiarize themselves with these Standard Specifications, copies of which may be obtained from the website of the New Jersey Department of Transportation (www.nj.gov/transportation/eng/specs).

2.1. Protection of Public, Work and Property

The successful respondent shall be solely and completely responsible for conditions in, on or near the job site, including safety of all persons and property affected directly or

indirectly by his operations during performance of the Work. The successful respondent shall take all necessary precautions for the safety of employees on the work site, and shall comply with all applicable provisions of federal, state, county and municipal safety laws and building codes to prevent accidents or injury to persons on, about or adjacent to the premises where the Work is being performed. He shall erect and properly maintain at all times, as required by the conditions and progress of the Work, all necessary safeguards and protection of the workmen and the public. This requirement will apply continuously 24-hours a day and shall not be limited to normal working hours.

2.2. Measurement and Scope of Payment

The Borough will use the United States customary units to measure work completed under the contract. The Borough will determine quantities of Work performed under the Contract using measurement methods and computations conforming to good engineering practice. The Borough will not measure quantities for Lump Sum Items.

The Borough will make payment for the elements of Work outlined in the Schedule of Prices under the corresponding Item. The Items included in the Schedule of Prices are full payment for the materials and the work. The Borough will not make additional or separate payment for work or portion of work unless specifically provided for in the Schedule of Prices.

The Contractor agrees to accept the payment provided for in the Schedule of Prices as full payment for furnishing labor, materials, tools, equipment, and other resources necessary to complete the Work, and for performing the Work contemplated and embraced under the Contract in a complete and acceptable manner. Except where specified elsewhere in the Contract, payment will include full compensation for all risk, loss, damage, or expense of whatever character arising out of the nature of the Work or the prosecution thereof, or for the action of the elements that the Contractor may encounter during the prosecution of the Work.

4. QUESTION REGARDING PERFORMANCE SPECIFICATIONS

Direct all questions related to the solicitation, in writing, to:

Van Cleef Engineering Associates, LLC.
Att: Michael Vreeland
111 Howard Blvd, Suite 110
Mount Arlington, NJ 07856
Phone: 862-284-1100
Fax: 862-284-2033
e-mail: mvreeland@vancleefengineering.com

5. PREVAILING WAGES

The successful respondent shall pay all workers in accordance with the State of New Jersey Prevailing Wage rates in accordance with the Prevailing Wage Act, N.J.S.A. 34:11-56.25 et seq., as amended, governing the prevailing rates of wages for workers who are employed in the work, if applicable. All applicable provisions of the Prevailing Wage Act and amendments thereto shall be considered part of the contract and made a part thereof.

The New Jersey Prevailing Wage requirements and regulations apply **except when the total lump sum price does not exceed \$16,263.00.**

6. BUSINESS REGISTRATION CERTIFICATE

Respondent's attention is directed to the provisions of N.J.S.A. 52:32-44, which requires registration with the New Jersey Department of Treasury, Division of Revenue as a condition of doing business in New Jersey. Respondents and their subcontractors of any tier must comply with the provisions of N.J.S.A. 52:32-44. The successful respondent shall submit a copy of their Business Registration Certificate ("BRC"), together with a copy of the BRC's for all listed subcontractors, prior to contract award.

Respondents and all subcontractors required to be listed by the Respondents must be registered with the New Jersey Department of Treasury, Division of Revenue at the proposal submission date.

7. INSURANCE REQUIREMENTS

The successful respondent shall procure and maintain insurance for liability of the kinds and in the amounts hereinafter provided with insurance companies authorized to do business in the State of New Jersey. The successful respondent shall furnish a Certificate or Certificates of Insurance to ALLENDALE BOROUGH with the contract to show compliance with the requirements. The documentation shall provide that the policies shall not be changed or canceled prior to thirty (30) days after notice has been given to ALLENDALE BOROUGH. The successful respondent shall be obligated to maintain the insurance and to renew policies as necessary. Furthermore, the successful respondent shall provide evidence of the renewal of policies where required.

In the event the successful respondent fails or refuses to renew its insurance policies, or the coverage is canceled, terminated, or modified so that the insurance does not meet the requirements of the Solicitation Documents, ALLENDALE BOROUGH may refuse to make payment or provide further monies due under contracts between the successful respondent and ALLENDALE BOROUGH. ALLENDALE BOROUGH in its sole discretion may use monies retained under this paragraph to renew the successful respondent's insurance for the periods and amounts referred to herein. Ultimately, ALLENDALE BOROUGH may default the successful respondent and direct a surety to complete the project. During any period when the required insurance is not in effect, ALLENDALE BOROUGH may suspend performance of the contract. If the contract is so suspended, no additional compensation or extension of time shall be due on account thereof.

Insurance coverage in the minimum amount set forth herein shall not be construed to relieve the successful respondent from liability in excess of such coverage, nor shall it preclude ALLENDALE BOROUGH from taking such other actions available to it under provisions of this Solicitation Document or otherwise in the law.

The required insurance policies shall include ALLENDALE BOROUGH and their professionals, their successors, officers, agents, employees, and servants the designation as additional insureds. If the Certificate-of-Insurance has a provision which require that the policy be endorsed to name additional insured parties, the appropriate endorsements must be provided.

At a minimum, provide the following insurances.

- a) Commercial General Liability Insurance. Procure Comprehensive General Liability insurance with a minimum limit of liability in the amount of \$1,000,000 per occurrence as a combined single limit for bodily injury and property damage and \$2,000,000 aggregate for bodily injury and property damage. Ensure the coverage for the policy is at least as broad as that provided by the standard basic, unamended, and unendorsed comprehensive general liability coverage forms currently in use in the State.
- b) Comprehensive Automobile Liability Insurance. Procure Comprehensive Automobile Liability insurance to cover owned, non-owned, and hired vehicles with a minimum limit of liability in the amount of \$1,000,000 per occurrence as a combined single limit for bodily injury and property damage.
- c) Workers Compensation and Employer's Liability Insurance. Procure Workers Compensation Insurance according to the requirements of the laws of this State and include an all-states endorsement to extend coverage to any state that may be interpreted to have legal jurisdiction. Provide Employer's Liability Insurance of not less than \$500,000 for bodily injury by accident, \$500,000 for occupational disease and \$500,000 aggregate limit.

Excess Liability Insurance. Procure Excess Liability insurance with limits in excess of the underlying policies for Comprehensive General Liability and Comprehensive Automobile Liability with minimum limits of liability of \$1,000,000. Ensure the excess or umbrella policy has the same terms and conditions as the primary underlying coverage.

8. INDEMNIFICATION

To the fullest extent permitted by law, the successful respondent shall defend, indemnify and save harmless ALLENDALE BOROUGH and its officers, directors, employees and agents against loss or expense for damages or injuries, including, but not limited to, death at any time resulting therefrom, sustained by any person or persons arising out of or as a consequence of the performance of the contract, whether such injuries to persons or damage to property are due or claimed to be due to any statutory violation or negligence of ALLENDALE BOROUGH or any subcontractor, or their respective officers, directors, employees and agents or any other person.

9. PAY-TO-PLAY

Pursuant to N.J.S.A. 19:44A-20.27, contractors 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.

Respondents 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.

10.GENERAL GUARANTY

Neither the final certificate of payment nor any provision in the contract documents nor partial or entire use of the work, equipment and/or supplies by ALLENDALE BOROUGH shall constitute an acceptance thereof if not in accordance with the Solicitation Specifications nor shall it relieve the successful respondent of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The successful respondent shall promptly remedy any defect, without cost to ALLENDALE BOROUGH, which shall appear within a period of one year from the date of final contract completion unless a greater period is specified. ALLENDALE BOROUGH will give notice of observed defects with reasonable promptness.

11.ASSIGNMENT

The successful respondent shall not assign the whole or any part of the contract or any moneys due or to become due thereunder without written consent of ALLENDALE BOROUGH. In case the successful respondent assigns all or any part of any monies due or to become due under the contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any moneys due or to become due to the successful respondent shall be subject to prior liens of all persons, firms, and corporations for services rendered or materials supplied under the contract.

12.NON-DISCRIMINATION IN EMPLOYMENT

The successful respondent shall comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1 et seq. (Affirmative Action/Equal Employment Opportunity) as set forth in Section C hereof, Form 09, "Equal Employment Opportunities Response Sheet."

13.AMERICANS WITH DISABILITIES ACT

The successful respondent shall comply with the requirements of Title II of the Americans with Disabilities Act of 1990, 42 U.S.C.A. §12101 et seq., as set forth in Section C hereof, Form 09, "Americans with Disabilities Act Response Sheet."

14.TERMINATION OF CONTRACT

If, through any cause, the successful respondent fails to fulfill in a timely and proper manner obligations under the contract, or if the successful respondent violates any of the requirements of the contract, ALLENDALE BOROUGH shall thereupon have the right to terminate the contract by giving written notice to the successful respondent of such termination and specifying the effective date of termination. Such termination shall relieve ALLENDALE BOROUGH of any obligation for balances to the contractor of any sum or sums set forth in the contract. ALLENDALE BOROUGH will pay only for goods and services accepted prior to termination.

Notwithstanding the above, the successful respondent shall not be relieved of liability to ALLENDALE BOROUGH for damages sustained by ALLENDALE BOROUGH by virtue of any breach of the contract by the successful respondent, and ALLENDALE BOROUGH

may withhold any payments to the successful respondent for the purpose of compensation until such time as the exact amount of the damage due ALLENDALE BOROUGH from the successful respondent is determined.

The successful respondent agrees to indemnify and hold the ALLENDALE 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 ALLENDALE BOROUGH under this provision.

In case of default by the successful respondent, ALLENDALE BOROUGH may procure the work, goods or services from other sources, and hold the successful respondent 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, ALLENDALE BOROUGH reserves the right to cancel the contract.

15.PROPOSAL FORMS

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RESPONDING COMPANY:_____

FORM 01- RESPONDENT’S CHECKLIST

Respondent must submit the checked items below with their proposals. Respondent must initial each checked item indicating that it has been submitted with the proposal.

Respondent must submit this completed checklist with its proposal.

FORM		DESCRIPTION	Respondent’s Initials
01	√	RESPONDENTS’ CHECKLIST	
02	√	SCHEDULE OF PRICES	
03	√	OWNERSHIP DISCLOSURE STATEMENT	
04	√	NON-COLLUSION AFFIDAVIT	
05	√	EQUAL EMPLOYMENT OPPORTUNITY – RESPONSE SHEET FOR CONSTRUCTION CONTRACTS	
06	√	AMERICANS WITH DISABILITIES ACT – RESPONSE SHEET	
07	√	ACKNOWLEDGMENT OF ADDENDA	
08	√	REFERENCE SHEET	
09	√	PLAN AND EQUIPMENT QUESTIONNAIRE	
10	√	NJ PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATE FOR CONTRACTOR AND ANY NAMED SUBCONTRACTORS	
11	√	SUSPENSION AND DEBARMENT CERTIFICATION	
12	√	DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN	
13	√	HOLD HARMLESS AGREEMENT	
14	√	OPTION FOR ONE-YEAR EXTENSION	

Authorized Signature:_____

Print Name:_____

Title:_____Date:_____

RESPONDING COMPANY:_____

FORM 02 - SCHEDULE OF PRICES

STORM DRAIN INLET REPAIRS AS-NEEDED					
ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE (IN DOLLARS & CENTS)	EXTENDED PRICE (IN DOLLARS & CENTS)
1	RECONSTRUCT INLET, USING EXISTING CASTING	UNIT	15	_____ FIGURE _____ IN WORDS	
2	BICYCLE SAFE GRATE	UNIT	5	_____ FIGURE _____ IN WORDS	
3	CURB PIECE	UNIT	5	_____ FIGURE _____ IN WORDS	
4	CLEANING DRAINAGE STRUCTURE	CY	10	_____ FIGURE _____ IN WORDS	
5	9"x18" CONCRETE VERTICAL CURB	LF	50	_____ FIGURE _____ IN WORDS	

Total Amount – Storm Drain Inlet Repairs As-Needed

(Amount in Numbers)

(Amount in Words)

Authorized Signature:_____

Print Name:_____

Title:_____Date:_____

RESPONDING COMPANY: _____

FORM 03 - OWNERSHIP DISCLOSURE STATEMENT

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

This statement shall be completed, certified to, and included with all proposal submissions. Failure to submit the required information is cause for automatic rejection of the proposal.

Name of Organization: _____

Organization Address: _____

Part I Check the box that represents the type of business organization:

- ☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- ☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- ☐ For-Profit Corporation (any type) ☐ Limited Liability Company (LLC)
- ☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership (LLP)
- ☐ Other (be specific): _____

Part II

- ☐ The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

OR

- ☐ No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

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

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a respondent has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. Attach additional sheets if more space is needed.

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above.** The disclosure shall be continued until names and addresses of every non-corporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the respondent/proposer; that ALLENDALE BOROUGH is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with ALLENDALE BOROUGH to notify ALLENDALE BOROUGH in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting ALLENDALE BOROUGH to declare any contract(s) resulting from this certification void and unenforceable.

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

RESPONDING COMPANY: _____

FORM 04 - NON-COLLUSION AFFIDAVIT

Respondent must complete and return this affidavit with its proposal.

STATE OF _____

SS:

COUNTY OF _____

I, _____, being first duly sworn, depose and say that:

I am _____ (PARTNER OF THE FIRM) (CORPORATE OFFICER)

of _____,

(Name of Firm Proposing)

the respondent making the foregoing proposal or bid, that said respondent 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 contract; and that all statements contained in the aforesaid proposal and this affidavit are true and correct, and made with full knowledge that ALLENDALE BOROUGH relies upon the truth of the statements contained in said proposal or bid and in the statements contained in this affidavit in awarding the contract.

I have not communicated or agreed with any person to fix bid price of affiant or any other respondent, or to fix any overhead cost or cost element of such bid price, or that of any other respondent, or to secure any advantage against ALLENDALE BOROUGH, or any person interested in the proposed contract; and that further, such respondent has not, directly or indirectly, submitted its bid, or contents thereof, or divulged information or data relative thereto, to any third party.

No person interested in this proposal is directly or indirectly interested or connected with any other respondent or proposal for said work, and no Commissioner or employee of ALLENDALE BOROUGH is directly or indirectly interested therein or in any other portion thereof.

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

(Name of Firm Proposing)

SIGNATURE OF RESPONDENT, IF INDIVIDUAL: _____

SIGNATURE OF RESPONDENT, IF PARTNERSHIP: _____

SIGNATURE OF RESPONDENT, IF CORPORATION: _____

Print name of Affiant: _____

Title of Affiant: _____

SWORN AND SUBSCRIBED TO BEFORE ME

AT _____

THIS _____ DAY OF _____ 2021

NOTARY PUBLIC OF _____

MY COMMISSION EXPIRES: _____

RESPONDING COMPANY:_____

FORM 05 - EQUAL EMPLOYMENT OPPORTUNITIES RESPONSE SHEET

General Requirements of P.L. 1975, c. 127 – The undersigned respondent is hereby put on notice and acknowledges that:

Respondents are required to comply with Affirmative Action / Equal Employment Opportunity law as set forth in N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27.

In particular, Exhibit B, Mandatory Equal Employment Opportunity Language (Construction Contracts), attached hereto, shall be incorporated into the contract awarded by ALLENDALE BOROUGH for the Project.

Respondents are referred to the State of New Jersey website www.state.nj.us/treasury/contract_compliance for further information and forms regarding AA/EEO laws and regulations.

Authorized Signature:_____

Print Name:_____

Title:_____ Date:_____

EXHIBIT B

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

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

N.J.A.C. 17:27 CONSTRUCTION CONTRACTS

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

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

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

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union 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.

When hiring or scheduling workers in each construction trade, the contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the targeted employment goal prescribed by N.J.A.C. 17:27-7.2; provided, however, that the Dept. of LWD, Construction EEO Monitoring Program may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions, A, B and C, as long as the Dept. of LWD, Construction EEO Monitoring Program is satisfied that the contract or or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Dept. of LWD, Construction EEO Monitoring Program, that its percentage of active "card

carrying" members who are minority and women workers is equal to or greater than the targeted employment goal established in accordance with N.J.A.C. 17:27-7.2. The

contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

(A) If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et.seq., as supplemented and amended from time to time and the Americans with Disabilities Act. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the contractor or subcontractor agrees to afford equal employment opportunities minority and women workers directly, consistent with this chapter. If the contractor's or subcontractor's prior experience with a 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 women workers consistent with affording equal employment opportunities as specified in this chapter, the contractor or subcontractor agrees to be prepared to provide such opportunities to minority and women workers directly, consistent with this chapter, by complying with the hiring or scheduling procedures prescribed under (B) below; and the contractor or subcontractor further agrees to take said action immediately if it determines that the union is not referring minority and women workers consistent with the equal employment opportunity goals set forth in this chapter.

(B) If good faith efforts to meet targeted employment goals have not or cannot be met for each construction trade by adhering to the procedures of (A) above, or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions:

(1) To notify the public agency compliance officer, the Dept. of LWD, Construction EEO Monitoring Program, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;

(2) To notify any minority and women workers who have been listed with it as awaiting available vacancies;

(3) Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;

(4) To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor 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;

(5) If it is necessary to lay off some of the workers in a given trade on the construction site, layoffs shall be conducted in compliance with the equal employment opportunity and non-

discrimination standards set forth in this regulation, as well as with applicable Federal and State court decisions;

(6) To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor:

(i) The contractor or subcontractor shall interview the referred minority or women worker.

(ii) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the contractor or subcontractor shall in good faith determine the qualifications of such individuals. The contractor or subcontractor shall hire or schedule those individuals who satisfy appropriate qualification standards in conformity with the equal employment opportunity and non-discrimination principles set forth in this chapter. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Dept. of LWD, Construction EEO Monitoring Program. If necessary, the contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.

(iii) The name of any interested women or minority individual shall be maintained on a waiting list, and shall be considered for employment as described in (i) above, whenever vacancies occur. At the request of the Dept. of LWD, Construction EEO Monitoring Program, the contractor or subcontractor shall provide evidence of its good faith efforts to employ women and minorities from the list to fill vacancies.

(iv) If, for any reason, said contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Dept. of LWD, Construction EEO Monitoring Program.

(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 Dept. of LWD, Construction EEO Monitoring Program and submitted promptly to the Dept. of LWD, Construction EEO Monitoring Program upon request.

(C) The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union 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. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the targeted county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result 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 in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that, in implementing the procedures of (B) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

After notification of award, but prior to signing a construction contract, the contractor shall submit to the public agency compliance officer and the Dept. of LWD, Construction EEO Monitoring Program an initial project workforce report (Form AA-201) electronically provided to the public agency by the Dept. of LWD, Construction EEO Monitoring Program, through its website, for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7. The contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Dept. of LWD, Construction EEO Monitoring Program and to the public agency compliance officer.

The contractor agrees to 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.

(D) The contractor and its subcontractors shall furnish such reports or other documents to the Dept. of LWD, Construction EEO Monitoring Program as may be requested by the Dept. of LWD, Construction EEO Monitoring Program 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 Dept. of LWD, Construction EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1et seq

RESPONDING COMPANY: _____

FORM 06 - AMERICANS WITH DISABILITIES ACT RESPONSE SHEET

Respondent acknowledges and understands that the following shall be part of the contract:

Contractor and ALLENDALE BOROUGH (hereafter "Owner") do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C.A. §12.101 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 thereunto, 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 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 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 this Agreement or otherwise at law.

Authorized Signature: _____

Print Name: _____

Title: _____ Date: _____

RESPONDING COMPANY:_____

FORM 07 - ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA

The respondent acknowledges receipt of Addenda which have been issued during the period of solicitation and agrees that said Addenda shall become a part of the contract. The respondent shall list below the numbers and issuing dates of the Addenda.

ADDENDUM NO.

ISSUING DATE

Authorized Signature:_____

Print Name:_____

Title:_____Date:_____

**IF NO ADDENDA WERE RECEIVED, PLEASE
WRITE "NONE." SIGN FORM AND
RETURN WITH YOUR PROPOSAL**

RESPONDING COMPANY: _____

FORM 08 - REFERENCE SHEET

Provide below a list of similar projects/services completed in the past two years.

1. Project: _____ Client: _____
Contact Name: _____ Title: _____
Phone Number _____ Email: _____
Date of Work: _____ Contract Amount: _____
Description of Project: _____

2. Project: _____ Client: _____
Contact Name: _____ Title: _____
Phone Number _____ Email: _____
Date of Work: _____ Contract Amount: _____
Description of Project: _____

3. Project: _____ Client: _____
Contact Name: _____ Title: _____
Phone Number _____ Email: _____
Date of Work: _____ Contract Amount: _____
Description of Project: _____

4. Project:_____

Client:_____

Contact Name:_____Title:_____

Phone Number_____Email:_____

Date of Work:_____Contract Amount:_____

Description of Project:_____

5. Project:_____

Client:_____

Contact Name:_____Title:_____

Phone Number_____Email:_____

Date of Work:_____Contract Amount:_____

Description of Project:_____

RESPONDING COMPANY:_____

FORM 10 - PUBLIC WORKS CONTRACTOR REGISTRATION ACT

Respondent must submit either with his/her proposal or prior to the award of a contract by ALLENDALE BOROUGH a photocopy of the New Jersey Public Works Contractor Registration Certificate for contractor and any named subcontractors.

RESPONDING COMPANY:_____

FORM 11 - SUSPENSION AND DEBARMENT CERTIFICATION

I hereby certify that the individual(s) or organization(s) listed on Form 03 is not debarred by the federal government from contracting with a federal agency. I further acknowledge that I am authorized to execute this certification on behalf of the above-named; that ALLENDALE BOROUGH is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award by ALLENDALE BOROUGH to notify the municipality in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the municipality, permitting the municipality to declare any contract(s) resulting from this certification void and unenforceable.

Company Name:_____

Address:_____

City:_____ State:_____

Telephone:_____ Fax:_____

Email:_____

Authorized Signature:_____

Print Name:_____

Title:_____ Date:_____

RESPONDING COMPANY: _____

FORM 12 - DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

PART 1: CERTIFICATION

RESPONDENTS 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 with ALLENDALE BOROUGH 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>. Respondents **must** review this list prior to completing the below certification. **Failure to complete the certification will render a Respondent's proposal non-responsive.** If ALLENDALE BOROUGH finds a person or entity to be in violation of law, ALLENDALE 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 respondent listed above nor any of the respondent'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 respondent 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 responding 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 _____

Respondent's Contact Person _____

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 ALLENDALE BOROUGH 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 HTMUA to notify ALLENDALE BOROUGH in writing of any changes to the answers or 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 contract(s) with ALLENDALE BOROUGH which, at its option, may declare any contract(s) resulting from this certification void and unenforceable.

Authorized Signature: _____

Print Name: _____

Title: _____ Date: _____

RESPONDING COMPANY:_____

FORM 13 - HOLD HARMLESS AGREEMENT

The Contractor shall indemnify and save harmless ALLENDALE Borough (hereinafter, the “ALLENDALE BOROUGH), its Commissioners, officers, professionals, consultants, agents and employees (collectively, the “Indemnified Parties”), from and against all losses, claims, demands, payments, suits, actions, recoveries, and judgments of every nature and description brought against or recoverable from the Indemnified Parties, including attorney’s fees, by reason of any act or omission of the Contractor, its agents, employees, assigns, subcontractors and any entity acting in the Contractor’s behalf and on the Contractor’s direction in the execution of any work for the Project, and any activities directly or indirectly incidental thereto. This specifically includes any negligence or carelessness of the Contractor in failing to review all plans, specifications, and other documents published by the Indemnified Parties in connection with the contract.

The Contractor shall assume all risk and bear any loss or injury to the property or any person which is caused by Contractor’s negligence or intentional act, including its negligent failure to notify the Indemnified Parties of any dangerous condition requiring the Indemnified Parties’ action, during the progress of the work provided for in the contract, including periods when the Contractor is not present on the site(s), until the work shall have been completed and accepted. The Contractor shall also assume all responsibility for any and all loss by reason of the Contractor’s negligence or violation of any local, state, or federal law, regulation, practice, or order. The Contractor shall give the ALLENDALE BOROUGH and all other appropriate authorities all required notices relating to the work provided for in the contract, including all notices of dangerous conditions.

The Contractor, in executing the agreement for the work, represents to the Indemnified Parties that the contents of this hold harmless clause have been communicated to its subcontractors and employees and that this representation is made on behalf of both the Contractor and all persons and entities acting in the Contractor’s behalf including subcontractors and employees.

Company Name:_____

Address:_____

City:_____State:_____

Telephone:_____Fax:_____

Email:_____

Authorized Signature:_____

Print Name:_____

Title:_____Date:_____

RESPONDING COMPANY: _____

FORM 14 – OPTION FOR ONE-YEAR EXTENSION

This statement shall be completed and included with all proposal submissions. Failure to submit the required information is cause for automatic rejection of the proposal.

Name of Organization: _____

Organization Address: _____

Part I (Please Check One (1) :

☐ If you are willing to extend prices and provide goods and services herein without substitution or deviation for a one-year extension (commencing January 1, 2022 and continuing through December 31, 2022).

OR

☐ If you are not willing to extend prices and provide goods and services.