

**BOROUGH OF GLEN ROCK
NOTICE TO BIDDERS**

Notice is hereby given; sealed bids will be received by the Borough of Glen Rock for the Planting of Shade Trees in the Borough.

Sealed bids must be accompanied by a bid bond or certified check for 10% of the bid amount. Bids will be received and opened on **Thursday, October 20, 2016 at 10:00 a.m.** in the Council Chambers of the Municipal Offices, 1 Harding Plaza, Glen Rock, NJ 07452.

Specification may be obtained during normal business hours at the office of the Borough Clerk in the Glen Rock Municipal Office at 1 Harding Plaza, Glen Rock, New Jersey, 07452.

Each proposal must be enclosed in a sealed envelope bearing the name and address of the bidder. Address to the Borough of Glen Rock and plainly mark on the outside of the envelope **"Tree Planting Bid"**.

Bidders are required to comply with the requirements of P.L. of 1975, c. 127 (N.J.A.C. 17:27) regarding Affirmative Action & Executive Order 11246 regarding equal employment opportunity, as amended. All corporations and partnerships must comply with Chapter 33, of the P.L. of 1077, regarding disclosure of partners and stockholders.

All bidders shall provide a statement which shall set forth the names and addresses of all stockholders in the corporation who own 10% or more of its stock of any class, or of all individual partners in a partnership who own a 10% or greater interest therein. This information is required pursuant to Chapter 33, Public Law 1997, and cannot be waived or cured after the receipt of bids. Failure to comply will result in the REJECTION of the bid.

Each bidder is required to submit with its proposal, a "Business Registration Certificate" (Form BRC 08-01), as stated in C57, Laws of 2004, S1778, NJ Department of Treasury/Division of Revenue 609-292-1730. This form **MUST** be provided at the time of the bid proposal. **FAILURE TO DO SO IS A FATAL NON CURABLE DEFECT IN THE BID PROPOSAL. THERE IS NO EXCEPTION.**

Bids may be held by the Borough of Glen Rock for a period not to exceed sixty (60) days from the date of opening of bids for the purpose of reviewing the bids and investigating the qualifications of bidders, prior to awarding of the contract, unless said period is extended by mutual consent.

The initial term of the contract shall be for a period of one (1) year. The contract may be extended for additional one-year periods up to a total of three additional years, with the mutual consent of the Owner and Contractor. Price changes for succeeding years shall be adjusted in accordance with the consumer price index for the Owner's locale.

Any questions you may have or additional information you may require should be referred to Greg Toro, CPWM, Director of Public Works, 473 Doremus Avenue, Glen Rock, NJ 07452. Phone 201-670-3980 between the hours of 7:00 a.m. and 3:00 p.m.

The Borough reserves the right to waive technical deficiencies and to reject any and all bids if such rejection shall be found to be in the best interest of the Borough.

Jacqueline Scalia
Borough Clerk

BID FORM

Mayor and Council
Borough of Glen Rock
Glen Rock, New Jersey 07452

Gentlemen,

I/We, the undersigned agents, have reviewed the specifications, fully understand the requirements of this bid, and qualify to submit the following bid for your consideration:

<u>TREE SPECIES</u>	<u># TREES</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>
1. <i>Zelkova serrata</i> (Village Green Japanese Zelkova)	1	_____	_____
2. <i>Cladrastis lutea</i> (Yellowwood)	6	_____	_____
3. <i>Tilia cordata</i> (Greenspire Littleleaf Linden)	3	_____	_____
4. <i>Gleditsia triacanthos inermis</i> (Continental Honeylocust)	1*	_____	_____
5. <i>Acer saccharum</i> (Bonfire Sugar Maple)	115	_____	_____
6. <i>Liquidambar styraciflua</i> 'Rotundiloba' (FRUITLESS Sweet Gum)	1*	_____	_____
7. <i>Tilia tomentosa</i> (Green Mountain Silver Linden)	2	_____	_____
8. <i>Ulmus parvifolia</i> (Lacebark Elm)	4	_____	_____
9. <i>Quercus Velutina</i> (Black Oak)	2	_____	_____
<u>Total</u>		133	

Grand Total \$ _____

Enclosed is a certified check, Cashier's check or Bid Bond in the amount of \$ _____.

COMPANY NAME: _____

ADDRESS: _____

PHONE NUMBER: _____

CONTACT: _____

GENERAL SPECIFICATION

All trees planted will be guaranteed to live one (1) year from the planting date.

Should any tree die, from natural causes; the contractor at his expense will replace it, within one (1) year of notification by the Borough of Glen Rock.

Contract prices will remain in effect for the contract period, one full year. Sealed bids must be accompanied by a bid bond or certified check for 10% of the bid amount.

TYPE OF TREES

1. <i>Zelkova serrata</i> (Village Green Japanese Zelkova)	1	_____	_____
2. <i>Cladrastis lutea</i> (Yellowwood)	6	_____	_____
3. <i>Tilia cordata</i> (Greenspire Littleleaf Linden)	3	_____	_____
4. <i>Gleditsia triacanthos inermis</i> (Continental Honeylocust)	1*	_____	_____
5. <i>Acer saccharum</i> (Bonfire Sugar Maple)	115	_____	_____
6. <i>Liquidambar styraciflua</i> 'Rotundiloba' (FRUITLESS Sweet Gum)	1*	_____	_____
7. <i>Tilia tomentosa</i> (Green Mountain Silver Linden)	2	_____	_____
8. <i>Ulmus parvifolia</i> (Lacebark Elm)	4	_____	_____
9. <i>Quercus Velutina</i> (Black Oak)	2	_____	_____
<u>Total</u>	<u>133</u>		

It is the Borough's desire that all trees be planted in the Fall of 2016. However at least 50% must be planted by December 15, 2014 and the remainder in the Spring of 2015. If planting occurs in the Spring, gator bags must be supplied and installed on each of the trees planted at that time.

No tree planting will be allowed during July, August and September without specific written permission from the Director of Public Works.

DETAILED SPECIFICATIONS

Each Bidder shall sign, where applicable, all bid submissions as follows:

- i. For a corporation, by a principle executive officer
- ii. For a partnership or sole proprietorship, by a general partner or the proprietor respectively, or
- iii. A duly authorized representative, if:
 - a. the authorization is made in writing by a person described above; and
 - b. the authorization specifies either an individual or position having responsibility for the overall operation of the business

Any conditions, limitation, provisions, amendments, or other changes attached or added by the bidder to any of the provisions of these Bid Specifications or any changes made by the bidder on the Proposal Forms shall result in the rejection of the Bid Proposal by the Governing Body of the Borough of Glen Rock.

The bidder shall be familiar with and comply with all applicable local, state and federal laws and regulations in the submission of the Bid Proposal and, if the bidder is awarded the contract, in the performance of the contract.

The bidder may not assign, sell, transfer, or otherwise dispose of the bid or any portion thereof or any right or interest therein. This section is not intended to limit the ability of the successful bidder to assign or otherwise dispose of its duties and obligations under the contract provided that the Borough of Glen Rock agrees to the assignment or other disposition.

The Borough shall have the right to terminate the contract on thirty (30) days written notice to the successful bidder, without penalty. This right shall be in effect during the term of the contract, and may be exercised if, in the Borough's sole judgment, the successful bidder is failing to fulfill his obligations or to provide adequate service.

The contract will be awarded to the bidder whose aggregate bid price for the selected option or options are the lowest responsible bidder. The Borough of Glen Rock shall determine whether a bidder is "responsible" in accordance with N.J.S.A. 40A:11-2.

Any discrepancy between a numerical price and price written in words shall be resolved in favor of the price as written in words. Any discrepancy between the unit price multiplied by the quantity and a corresponding total price figure set forth in the Bid Form(s) shall be resolved in favor of a total price reached by multiplying the unit price by the quantity.

All trees must meet the standards of the "American Standard for Nursery Stock" issued by the American Association of Nurserymen, and approved by the American National Standards Institute, Inc. 2-1-73.

The Borough of Glen Rock reserves the right to cancel this award due to drought or storm related conditions, and each potential bidder should be aware that even if a contract is awarded, it will be subject to any water emergency regulations and may have to be canceled or rescheduled.

Trees shall have a minimum caliber of 1-3/4 to 2 inches and shall have no branch lower than six (6) feet from the ground after planting, nor begin branching more than eight (8) feet from the ground. The trees shall be balled in burlap. The planting hole shall be two (2) times the size of the rootball to accept the balled tree. The top of the ball shall be set to the level of the planting site. The burlap will be removed from the top to a point halfway down the root ball and removed from the site. All rope ties are to be completely removed from the ball and removed from the planting hole. All metal or wire baskets will be removed before planting. Subsoil shall be mixed with ½ peat moss to backfill the planting hole. Mulch consisting of aged or composted wood chips or shredded bark of at least two (2) inches of thickness shall be placed over the planting hole and not touch the tree bark. The tree trunk shall be wrapped from the ground to the first branch with tree wrap. Each tree will have two (2) 8 foot 2x2 inch stakes secured to the tree, but not too tightly so as the tree cannot sway. Bracing wire must be padded so as not to damage the bark. Each tree shall be thoroughly watered during and after planting. All excess soil will be removed from the site and the area will be left neat and clean.

Planting Locations:

All trees will be planted and staked within the borough of Glen Rock, at sites designated by the Shade Tree Advisory Committee or Director of Public Works.

All planting sites should be clearly marked, however, if missing, no planting shall take place over a marked out utility or not in compliance with the following clearances;

Parkway (Street) – At least three (3) feet between the curb and the sidewalk. If a 3 ft. sq. planting area is not available, check list of properties from the Shade Tree Committee for permission to plant in private lawn area. Check lawn for site planting stake.

Hydrant – No tree shall be planted within a five-foot radius of a fire hydrant.

Driveway – No tree shall be planted within 6 ft. of any driveway.

Overhead Utility Wires - No planting is permitted directly under utility wires and at least 10 feet from any utility pole.

A trained DPW Inspector will monitor job as it progresses.

All trees will be kept at the contractor's site until planted within the Borough of Glen Rock.

Should any tree die, from natural causes; the contractor will replace it at his expense, within one (1) year of notification by the Borough of Glen Rock. This 1-year replacement warrantee will also apply to any new replaced tree.

BOROUGH OF GLEN ROCK, NJ

BID DOCUMENT CHECKLIST

REQUIRED BY OWNER	<u>SUBMISSION REQUIREMENT</u>	INITIAL EACH REQUIRED ENTRY AND IF REQUIRED SUBMIT THE ITEM
<input type="checkbox"/>	BID PROPOSAL FORM	
<input type="checkbox"/>	STOCKHOLDER DISCLOSURE CERTIFICATION/ STATEMENT	
<input type="checkbox"/>	NON-COLLUSION AFFIDAVIT	
<input type="checkbox"/>	BIDDER'S AFFIDAVIT	
<input type="checkbox"/>	CERTIFICATE OF INSURANCE	
<input type="checkbox"/>	REFERENCES	
<input type="checkbox"/>	STATUS OF PRESENT CONTRACTS	
<input type="checkbox"/>	EQUIPMENT CERTIFICATION	
<input type="checkbox"/>	BID GUARANTEE (WITH POWER OF ATTORNEY FOR FULL AMOUNT OF BID BOND, OR A CERTIFIED OR CASHIER'S CHECK PAYABLE TO THE BOROUGH OF GLEN ROCK EQUALING 10% OF THE ANNUAL FEE).	
<input type="checkbox"/>	CONSENT OF SURETY (WITH POWER OF ATTORNEY FOR FULL AMOUNT OF BID PRICE)	
<input type="checkbox"/>	MANDATORY AFFIRMATIVE ACTION	
<input type="checkbox"/>	PREVAILING WAGE	
<input type="checkbox"/>	AMERICANS WITH DISABILITIES ACT OF 1990	
<input type="checkbox"/>	BUSINESS REGISTRATION CERTIFICATE	
<input type="checkbox"/>	RECEIPT OF AMENDMENT	

THIS FORM NEED NOT BE SUBMITTED. IT IS PROVIDED FOR BIDDER'S USE IN ASSURING COMPLIANCE WITH ALL REQUIRED DOCUMENTATION.

BOROUGH OF GLEN ROCK, NJ
PREVAILING WAGE RATE STATEMENT

I, THE UNDERSIGNED:

The duly authorized and acting legal representative of the Bidder do hereby certify as follows:

There shall be paid each laborer or mechanic of the successful Bidder or subcontractor engaged in work on the project under this bid in the trade or occupation required in these specifications, not less than the hourly wage rate established by the State Commissioner of Labor & Industry under N.J.S. 34:15-25 regulation pertaining to prevailing wage rates.

The Owner will not consider any claims for additional compensation made by the Bidder because of payment by the Bidder of any wage rate in excess of the applicable rate contained in this contract. All disputes in regard to the payment of wages in excess of minimum wages shall be adjusted by the Bidder.

COMPANY'S NAME:

BIDDER'S SIGNATURE:

BIDDER'S PRINTED NAME:

TITLE:

DATE:

BOROUGH OF GLEN ROCK, NJ
DISCLOSURE STATEMENT

statement pursuant to P.L. 1977, Chapter 33, Approved, March 8, 1977

ACCOMPANYING BID DATED: _____

FOR: _____

Listed below are the names and addresses of all Stockholders who own ten percent (10%) or more of the stock of the corporate bidder herein or if a partnership. Listed below are the names and addresses of all individual partners in the partnership bidding herein who own ten percent (10%) or greater interest therein.

NAME: _____

▪ ADDRESS: _____

▪ PERCENT: _____

NAME: _____

▪ ADDRESS: _____

▪ PERCENT: _____

NAME: _____

▪ ADDRESS: _____

▪ PERCENT: _____

Subscribed and sworn before me this _____ day of _____, 20_____

NOTARY PUBLIC: _____

SEAL:

COMMISSION EXPIRATION DATE: _____

NAME OF CORP./PARTNERSHIP: _____

PRES./ SECRETARY/ PARTNER: _____

MUST BE COMPLETED AND SUBMITTED WITH BID PROPOSAL.

BOROUGH OF GLEN ROCK, NJ
NON - COLLUSION AFFIDAVIT

STATE OF: NEW JERSEY

COUNTY OF: _____

I (NOTARY PUBLIC' NAME): _____

OF THE MUNICIPALITY OF: _____

IN THE COUNTY OF: _____

AND THE STATE OF: _____

Being of full age and being duly sworn according to law on my oath depose and say that:

I AM: _____

OF THE FIRM OF: _____

The bidder making the Proposal for the above named project; that I executed the said Proposal with full authority so to do; 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; that all statements contained in said Proposal and in this affidavit are true and correct, and made with full knowledge; that the State of New Jersey and Owner relies upon the truth of the statements contained in said Proposal and 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: _____ (N.J.S.A. 52:34-15)

BIDDER'S NAME: _____

Subscribed and sworn before me this _____ day of _____, 20_____

NOTARY PUBLIC: _____

SEAL:

COMMISSION EXPIRATION DATE: _____

BOROUGH OF GLEN ROCK, NJ
REFERENCES

Bidder must have at least three years' experience in the general concession business, preferably for public agencies in New Jersey. Please list three recent references and their contact names and phone numbers.

COMPANY/ AGENCY #1: _____

- ADDRESS: _____
- TELEPHONE #: _____
- CONTACT PERSON: _____

COMPANY/ AGENCY #2: _____

- ADDRESS: _____
- TELEPHONE #: _____
- CONTACT PERSON: _____

COMPANY/ AGENCY #3: _____

- ADDRESS: _____
- TELEPHONE #: _____
- CONTACT PERSON: _____

COMPANY/ AGENCY #4: _____

- ADDRESS: _____
- TELEPHONE #: _____
- CONTACT PERSON: _____

BOROUGH OF GLEN ROCK, NJ
EQUIPMENT CERTIFICATION

The undersigned Bidder hereby certifies as follows:

The bidder owns or controls all the necessary equipment required to accomplish the work described in the specifications.

BIDDING COMPANY'S NAME: _____

CONTACT PERSON'S NAME: _____

CONTACT PERSON'S SIGNATURE: _____

TITLE: _____

DATE: _____

BOROUGH OF GLEN ROCK, NJ PLANT & EQUIPMENT QUESTIONNAIRE

SUBMITTED TO: _____

BY: _____

PLEASE CHECK APPROPRIATE

- A CORPORATION
- A CO - PARTNERSHIP
- AN INDIVIDUAL

PRINCIPLE OFFICE: _____

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

1. IN WHAT MANNER HAVE YOU INSPECTED THE PROPOSED WORK? EXPLAIN IN DETAIL.

2. EXPLAIN YOUR PLAN OR LAYOUT FOR PERFORMING THE PROPOSED WORK.

3. THE WORK, IF AWARDED TO YOU, WILL HAVE THE PERSONAL SUPERVISION OF WHOM?

4. DO YOU INTEND TO DO THE PROPOSED WORK WITH YOUR OWN FORCES?

5. DO YOU INTEND TO SUBLET ANY PORTIONS OF THE WORK? YES/NO (PLEASE CIRCLE)

6. IS YES TO QUESTION #5, PLEASE STATE THE AMOUNT OF SUBCONTRACTORS, SCOPE OF WORK OF EACH SUBCONTRACT AND THE NAME AND ADDRESSES OF THE SUBCONTRACTOR(S)?

BOROUGH OF GLEN ROCK, NJ
CONSENT OF SURETY

consideration of the premises (Proposal to which this is attached), the undersigned consents and agrees that if the contract for which the preceding Proposal is made be awarded to the corporation, person or persons making the same, it shall become bound as surety and a guarantor for its faithful performance, and shall execute a bond in the form required by the New Jersey R.S. 2A:44-147, said bond to be in an amount equal to one hundred percent (100%) of the contract price and to be conditioned so as to indemnify the

OWNER: BOROUGH OF GLEN ROCK

Bergen County, New Jersey, against loss due to the failure of the Contractor to meet the stipulation of the contract, contract documents, and the bond, and to guarantee payment to all persons performing for furnishing labor or materials for performance of said contract and if the said corporation, person or persons shall omit or refuse to execute such contract if so awarded, it will pay, on demand to BOROUGH OF GLEN ROCK, NJ and difference between the sum to which said corporation, person or persons would have been entitled upon the completion of such contract and the sum which the said Borough or Township may hereafter be obliged to pay the

IN WITNESS WHEREOF, said corporation has set its seal and caused these present to be signed by its duly authorized officers,

Signed this _____ day of _____, 20_____

ATTEST: _____

BY: _____

SURETY: _____

SEAL: _____

ATTEST: _____

COUNTERSIGNED: _____

BY: _____

BIDDER'S SIGNATURE : _____

BUSINESS ADDRESS: _____

CONSENT OF SURETY MUST BE SIGNED BY AN AUTHORIZED AGENT OR REPRESENTATIVE OF A SURETY
COMPANY AND NOT BY THE INDIVIDUAL OR COMPANY REPRESENTATIVE SUBMITTING
THE BID.

BOROUGH OF GLEN ROCK, NJ
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.

BIDDING COMPANY'S NAME: _____

BIDDER'S SIGNATURE: _____

BIDDER'S PRINTED NAME: _____

TITLE: _____

DATE: _____

BOROUGH OF GLEN ROCK, NJ
BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned

PRINCIPAL: _____

SURETY: _____

Are hereby held and firmly bound unto the Borough of Glen Rock as Principal, and _____ as Surety, are hereby held and firmly bound unto the Borough of Glen Rock, NJ the penal sum of ten percent of the bid amount for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

Signed this _____ day of _____, 20_____

The condition of the above obligation is such that whereas the Principal has submitted to the Borough of Glen Rock, NJ a certain Bid, attached hereto, and made a part of hereof, to enter into A CONTRACT IN WRITING FOR: _____

NOW THEREFORE,

- If said Bid shall be rejected, or, in the alternate,
- If said Bid shall be accepted and the Principal shall execute and deliver a contract in the form of contract to be prepared by the Borough Attorney (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said Contract, and shall in all other respects perform the agreement created by the acceptance of the said Bid,

Then, this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood that all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

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

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

PRINCIPAL: _____

(L.S.)

SURETY: _____

By: _____

MUST BE COMPLETED AND SUBMITTED WITH BID PROPOSAL.

BOROUGH OF GLEN ROCK, NJ

PROOF OF BUSINESS REGISTRATION

N.J.S.A. 52:32-44 requires that each bidder (contractor) submit proof of business registration with the bid proposal. Proof of registration shall be a copy of the bidder's Business Registration Certificate (BRC). A BRC is obtained from the New Jersey Division of Revenue. Information on obtaining a BRC is available on the internet at www.nj.gov/njbgs or by phone at (609) 292-1730.

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

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

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

BOROUGH OF GLEN ROCK, NJ
APPENDIX A

AMERICANS WITH DISABILITIES ACT OF 1990
EQUAL OPPORTUNITY FOR INDIVIDUALS WITH DISABILITY

The contractor and the BOROUGH OF GLEN ROCK, NEW JERSEY, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

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

BOROUGH OF GLEN ROCK, NJ
BUSINESS CERTIFICATION

THIS STATEMENT SHALL BE INCLUDED WITH BID SUBMISSION

PAGE 1 OF 2

BIDDING COMPANY'S NAME: _____

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 PROPRIETORSHIP
- CORPORATION
- SOLE
- LIMITED PARTNERSHIP
- LIMITED LIABILITY CORPORATION
- LIMITED LIABILITY PARTNERSHIP
- SUBCHAPTER S CORPORATION

BOROUGH OF GLEN ROCK, NJ
BUSINESS CERTIFICATION

THIS STATEMENT SHALL BE INCLUDED WITH BID SUBMISSION

PAGE 2 OF 2

SIGN AND NOTARIZE THE FORM BELOW, AND, IF NECESSARY, COMPLETE THE STOCKHOLDER LIST BELOW.

STOCKHOLDERS:

NAME: _____

▪ ADDRESS: _____

▪ PERCENT: _____

NAME: _____

▪ ADDRESS: _____

▪ PERCENT: _____

NAME: _____

▪ ADDRESS: _____

▪ PERCENT: _____

Subscribed and sworn before me this _____ day of _____, 20_____

NOTARY PUBLIC: _____

SEAL:

COMMISSION EXPIRATION DATE: _____

AFFIANT: _____

PRINT NAME OF AFFIANT: _____

TITLE OF AFFIANT: _____

SEAL:

BOROUGH OF GLEN ROCK, NJ
EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

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

N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE, AND GENERAL SERVICE CONTRACTS

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

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

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

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

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

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

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

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

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

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

- ❖ Letter of Federal Affirmative Action Plan Approval
- ❖ Certificate of Employee Information Report
- ❖ Employee Information Report Form AA302

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

BOROUGH OF GLEN ROCK, NJ
EXHIBIT B

AMERICANS WITH DISABILITIES ACT OF 1990
EQUAL OPPORTUNITY FOR INDIVIDUALS WITH DISABILITY

The contractor and the BOROUGH OF GLEN ROCK, NEW JERSEY, (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.