

TOWNSHIP OF DELRAN

BURLINGTON COUNTY, NEW JERSEY

NOTICE TO BID

Notice is hereby given that sealed bids will be received by the Township of Delran for the item below and will be open and read in public at the Municipal Building, 900 Chester Avenue, Delran, New Jersey at 10:00 am on October 22, 2019.

JANITORIAL SERVICES

Specifications and forms for bid for the time listed have been filed in the Office of the Township Clerk, Municipal Building, 900 Chester Avenue Delran, New Jersey 08075 during regular business hours.

Bids must be enclosed in a sealed envelope bearing the name and address of the bidder and the name of the item on the outside, addressed to the Delran Township Clerk, Jamey L. Eggers, Municipal Building, 900 Chester Avenue, Delran, New Jersey 08075, and may be delivered on or before the hour above named, accompanied by a certified non-collusion affidavit. Bidders are required to comply with the requirements of Chapter 127 of the Public Laws of 1975. If awarded a contract your company/firm will be required to comply with the requirements of N.J.S.A.10:5-31 et seq. and N.J.A.C 17:27.

Bids must be accompanied by a certified check or bid bond of not less than ten percent (10%) of the amount of bid, and be delivered to the place and on the hour above named.

The Council reserves the right to make awards on an individual basis or in any combination as they see fit. The right is reserved to reject any and all bids or to waive any informalities in the bid proposals that may be deemed necessary for the best interest of the Township. Bids will be awarded within sixty (60) days.

JAMEY L. EGGERS
TOWNSHIP CLERK

JANITORIAL SERVICE AGREEMENT

SCOPE OF SPECIFICATIONS

It is the intent of these specifications to provide a complete first class cleaning of all areas. The term "clean" in these specifications shall mean "free from soil". It is intended that all equipment and building services shall be cleaned in areas specified whether mentioned or not. All labor, supervision, equipment required for the proper performance of this work, unless otherwise specified, is to be furnished by the contractor.

We are requesting a quote for the general cleaning to be performed, except where otherwise indicated (5) nights per week, Monday, Tuesday, Wednesday, Thursday and Friday except if a holiday falls on one of these days. Due to the nature of the municipal operation work is to be completed during those hours that are most convenient for the Township of Delran, at a time to be approved by the Township Administrator. The cleaning services may be completed during a split shift or in whatever method the contractor deems beneficial as long as the services are conducted during the following hours. The Administration Offices are to be cleaned between the hours of 5:00 PM and 9:00 AM; the Police Department and Court Clerk Offices are to be cleaned during the hours of 5:00 PM to 11:00 PM.

In the event that some scheduled event or work activity in various parts of the building interferes with the normal scheduled cleaning of the area, this cleaning schedule shall be rearranged to complete cleaning after such operation is over. All supplies and cleaning equipment, including works clothing and tools are to be kept in a neat, clean manner in assigned places only. All cleaning personnel are to remain in their assigned areas during working periods, keeping all spaces locked in which they are not working, unless otherwise instructed. All personnel are expected to work in a manner, which will maintain security and best interests of the Township of Delran and its offices. The Business Administrator has the right to require the contractor to dismiss any employee deemed incompetent, careless, insubordinate, or otherwise objectionable or any personnel whose actions are deemed to be contrary to public interest or consistent with the best interest of the Township of Delran. The contractor will submit if requested, the names and addresses of its employees engaged in work of this contract and, if necessary, will have the employees fill out any questionnaire for security check or other reason that the Township of Delran deems necessary.

JANITORIAL SERVICE AGREEMENT

SECTION 1 – GENERAL CONDITIONS

- 1.1 Contractor agrees to perform maintenance service for the Township of Delran as set forth more specifically in the attached proposal hereto and incorporated herein by reference.
- 1.2 Contractor agrees that all services performed hereunder shall be executed in the best and most workman like manner by qualified workers and in strict conformity with the best standard practices. Contractor shall have exclusive control of the manner and method for performing the work and shall have full responsibility for persons engaged in the work and none of said persons shall constitute employees of the Township of Delran.
- 1.3 Contractor agrees to indemnify and hold the Township of Delran harmless from and against any liability, expenses or payments including reasonable cost of litigation, disbursements and reasonable attorney's fees for workmen's compensation benefits or awards which may be incurred by the Township of Delran in a proceeding for such compensation brought by an employee of the contractor or his representative on account of injury or death to any such employee arising out of and during the course of performance of the work or services hereunder. At the Township of Delran's option and upon written notice, the contractor will undertake to defend the Township of Delran against claims for such benefits.
- 1.4 The contractor agrees to indemnify and save the Township of Delran harmless from any and all liability and expense that the Township of Delran may incur by reason of bodily injury, including death, to any person or property damage or both, solely and approximately caused by the acts of the contractor's employees, while performing work or services hereunder. The Township of Delran agrees to give contractor prompt notification of any claims hereunder.
- 1.5 Contractor agrees and will hold and save the Township of Delran, its officers, agents and employees harmless from liability of any nature or kind, including cost and expenses for or on account of any damages sustained by any persons or persons' property by virtue of the performance of this contract.
- 1.6 The maintenance service fee is due and payable by the tenth of the month following the month the services are rendered.
- 1.7 In the event the Township of Delran desires to make changes in the work or authorize additional work, the Township of Delran shall submit its request therefore in writing to contractor prior to performance of the change or additional work. All such changes or additional work must be approved in writing by the contractor.
- 1.8 Janitorial Employees assigned to the Delran Municipal Complex must submit to a criminal history records investigation, including fingerprints. The cost of fingerprinting will be paid by the janitorial company.

SECTION 2 TERMS AND CONDITIONS

- 2.1 All wages or compensation payable to the contractors' employees shall be paid directly to said employees by contractor pursuant to its arrangements with them. Contractor shall make all deduction required by law prior to payment of such wages and shall maintain records regarding the employment of such employees.

- 2.2 Nothing contained in the agreement shall be construed to constitute the Township of Delran and contractor as partners or joint ventures.
- 2.3 Contractor agrees to comply with appropriate state laws with respect to state unemployment compensation funds.

SECTION 3 GENERAL SPECIFICATIONS

- 3.1 All labor, supervision, equipment and supplies for the proper performance of the contract is to be furnished by the contractor unless otherwise specified.
- 3.2 Supplies, cleaning equipment, and tools are to be kept in assigned areas and in a neat manner. Storage area is to be provided by the customer.
- 3.3 Cleaning personnel will report fires, hazardous conditions and items in need of repair, such as leaky faucets, toilet stoppage, etc. to the Public Works Superintendent.
- 3.4 Cleaning personnel will not be allowed to eat in offices, lobbies, corridors or any other locations other than designated eating areas or use local township phones. Phones used shall be cell phones or pay phones.
- 3.5 Cleaning services will be provided to the Delran Township Municipal Building, located at 900 Chester Avenue, Delran, New Jersey 08075.
- 3.6 Cleaning services will be provided to all those areas of the building specifically enumerated in this specification. These areas will be identified during a voluntary walk through if requested at the Delran Township Municipal Building location at 900 Chester Avenue.

ROUTINE CLEANING (4) four times per week or (5) five times per week depending on bid

1. Control floor appearance by vacuuming and/or sweeping with chemically treated dust mop.
2. Spot mop hard surface floors to remove soil and spillage and spot clean carpeted areas in heavy traffic areas, as needed.
3. Dust and clean all desks (only if cleared), telephones, chairs, tables, filing cabinets and other office furniture.
4. Maintain sanitary and clean appearance stand jars.
5. Empty all trash into designated pickup area including sanitary disposal containers.
6. Clean and sanitize bathrooms using a germicidal on toilets, urinals, wash basins and walls and partitions. Clean and refill all paper and soap dispensers. All these goods are to be furnished by the customer unless stated otherwise.
7. Clean all glass, mirrors, ceramic walls and partitions in the lavatories to keep free of smudges and fingerprints and mod. Also wash floors in the lavatories with disinfectant.
8. Clean and polish all chrome fixtures in lavatories.
9. Sanitize and polish all drinking fixtures.
10. Remove soil on all entrances, door frames, handles, glass (inside and out) and threshold so as to make a favorable impression on entrance to the building from any doorway. All outside entrance ways must be swept and kept clean of dirt and debris.
11. Maintain supply and equipment storage area to commensurate with these specifications.

12. Submit a written report of unusual circumstances, malfunctions, or damages to our property whenever noticed.
13. Leave office and furniture in neat, orderly fashion.
14. Maintain security at all times. Custodial personnel shall turn all lights out and lock all doors as directed by the building's supervisor. The firm shall be fully insured for protection of the client.
15. Cell block areas and prisoner processing area to be inspected daily and cleaned as needed.

FLOOR SERVICE Spray buff two times per week, vacuum hallways and lobby daily, spot clean carpet daily as needed.

WEEKLY SERVICES Extra attention will be given to dusting of all chair rungs, wheel bases, low molding, sills, picture frames and partition tops. Desks and other office furniture will be waxed and telephones sanitized to ensure pleasant usage.

MONTHLY SERVICES Completely scrub and re-wax floors with non-slip wax as directed to renew their appearance. Special attention will be given to keep baseboards clean and polished. Completely clean all louvers and ceiling vents. Spot check and wiping of walls. All monthly work specified in the contract will be performed on, or before, the last weekend of the month.

CARPET SHAMPOO Quarterly services. Shampoo carpeting in all designated locations four times per year.

WASHING OF WINDOWS The washing of windows inside and out throughout the entire building twice a year. This should take place during the month of May and the month of October on dates mutually agreeable to both parties.

INSURANCE Contractor shall be fully insured and bonded. This includes workmen's compensation insurance and general liability of one million dollars and a blanket bond covering employees. Prior to work being conducted, all insurance certificates will be required to be forwarded to the Township and presented upon request.

STORAGE OF EQUIPMENT Supplies and equipment of considerable value will be stored on the premises of the contractor.

INSPECTION AND QUALITY CONTROL REPORTS The Contractor shall provide at a minimum a monthly written communication to the Township providing a detailed report of the inspection service provided and allowing an area for comments to be made by the Township as to the quality of the service being provided by the Contractor. All necessary improvements will be made with respect to the comments provided by the Township.

FINANCIAL PENALTIES The Township of Delran shall have the right to withhold payment for failure on the part of the Contractor to correct deficiencies in the service being provided to the Township. The Township shall have the responsibility of providing direction to the contractor on those areas of deficiencies prior to withholding any financial compensation due the contractor. However, should the contractor fail to alleviate such deficiencies at once, the Township, through the Township Administrator shall have the right to withhold financial compensation for failure to provide these services.

UNSATISFACTORY PERFORMANCE Should it be determined by Township personnel that the services continue to be unsatisfactory, a written notice shall be sent to the contractor outlining the deficiencies. It is the responsibility of the contractor to respond within (7) days with an outline of correct actions to be taken with respect to these deficiencies. Should it be determined that insufficient attention is being devoted to the care of the Municipal Building, upon a second written notice, the Township may request a meeting with the Contractor to determine whether or not to terminate the contract based upon unsatisfactory performance.

PERFORMANCE BOND The contractor shall execute and deliver the written contract and shall furnish a Performance Bond for the performance of the contract within ten (10) days after receiving notice of award from the Township. It is mutually agreed by the parties that the failure of the Contractor to provide a performance bond for a one (1) year period to the satisfaction of the Township of Delran shall constitute a breach of the contract thereby relieving the Township of the further performance of its contractual duties. The Contractor shall furnish to the Township a performance bond in the amount of the original contract year, from a surety company satisfactory to the Township of Delran.

TERM OF CONTRACT The term of this contract is to be for (1) one year from the start date November 1, 2019 to October 31, 2020.

DELRAN TOWNSHIP
BID DOCUMENT CHECKLIST*

Required by owner	Submission Requirement	Initial each required entry and if required, submit the item
<input checked="" type="checkbox"/>	Statement of Ownership Disclosure	
<input checked="" type="checkbox"/>	Non-Collusion Affidavit	
<input checked="" type="checkbox"/>	Bid Proposal Form	
<input checked="" type="checkbox"/>	References	
<input checked="" type="checkbox"/>	Status of Present Contracts	
<input type="checkbox"/>	Equipment Certification	
<input checked="" type="checkbox"/>	Bid Guarantee (with Power of Attorney for full amount of <i>Bid Bond</i>)	
<input type="checkbox"/>	Public Works Contractor Certificate	
<input checked="" type="checkbox"/>	Consent of Surety (with Power of Attorney for full amount of Bid Price)	
<input checked="" type="checkbox"/>	Mandatory Affirmative Action Language	
<input type="checkbox"/>	Prevailing Wage	
<input checked="" type="checkbox"/>	Americans with Disabilities Act of 1990 Language	
<input checked="" type="checkbox"/>	Proof of Business Registration	

*This form need not be submitted. It is provided for bidder's use in assuring compliance with all required documentation.

STATEMENT OF OWNERSHIP DISCLOSURE

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 bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or 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 bidder 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 noncorporate 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 bidder/proposer; that the **<name of contracting unit>** 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 **<type of contracting unit>** to notify the **<type of contracting unit>** 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 the **<type of contracting unit>** to declare any contract(s) resulting from this certification void and unenforceable.

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

STANDARD BID DOCUMENT REFERENCE

Reference: VII-H

Name of Form:

NON-COLLUSION AFFIDAVIT

Statutory Reference:

No specific statutory reference
State Statutory Reference N.J.S.A. 52:34-15

Instructions Reference:

Statutory and Other Requirements VII-H

Description:

The Owner's use of this form is optional. It is used to ensure that the bidder has not participated in any collusion with any other bidder or Owner representative or otherwise taken any action in restraint of free and competitive bidding.

NON-COLLUSION AFFIDAVIT

State of New Jersey
County of _____

ss:

I, _____ residing in _____
(name of affiant) (name of municipality)
in the County of _____ and State of _____ of full age,
being duly sworn according to law on my oath depose and say that:

I am _____ of the firm of _____
(title or position) (name of firm)

_____ the bidder making this Proposal for the bid

entitled _____, and that I executed the said proposal with
(title of bid proposal)

full authority to do so that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the _____ relies upon
the truth of the statements contained in said Proposal
(name of contracting unit)

and in the statements contained in this affidavit in awarding the contract for the said project.

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

_____.

Subscribed and sworn to

before me this day

Signature

_____, 2 _____

(Type or print name of affiant under signature)

Notary public of

My Commission expires _____

(Seal)

STANDARD BID DOCUMENT REFERENCE	
Reference: I-G	
Name of Form:	BID PROPOSAL FORM
Statutory Reference:	NONE
Instructions Reference:	Submission of Bids I-G
Description:	This is a concise format for submittal of prices offered by bidder. Other formats that include detailed price breakdowns, unit prices and extensions may be suitable if the basic information is included.

The form must be completed fully and contain an original signature of the bidder or its authorized agent.

BID PROPOSAL FORM

(Contract Title and Bid Number, if applicable)

(Description of goods/service being bid)

The undersigned proposes to furnish and deliver the above goods/service pursuant to the bid specification and made part hereof:

Amount in words

Amount in numbers

Company Name

Federal I.D. # or Social Security #

Address

Signature of Authorized Agent

Type or Print Name

Title: _____

Telephone Number

Date

Fax Number

E-mail address

STANDARD BID DOCUMENT REFERENCE	
	Reference: II-B
Name of Form:	CONSENT OF SURETY
Statutory Reference:	N.J.S.A. 40A: 11-22
Instructions Reference:	Bid Security II-B
Description:	The sample provides very basic language. If Owner requires a Consent of Surety certificate, it is important that the certificate supplied by surety be carefully reviewed.

When the Owner requires a performance bond, all bidders are required to submit a Consent of Surety certificate from a surety company stating that said company will provide the bidder with a performance bond. Contracting units have the option of requiring bonding for contracts with a value of less than \$100,000; they are required over that amount.

CONSENT OF SURETY

A performance bond will be required from the successful contractor on this project, and consequently, all bidders shall submit, with their bid, a certificate in substantially the following form:

TO: _____
(Owner)

Re: _____
(Contractor)

(Project Description)

This is to certify that the _____
(Surety Company)

will provide to _____ a performance bond in the full
(Owner)
amount of awarded contract in the event that said contractor is awarded a contract for the above project.

(CONTRACTOR)

(Authorized Agent of Surety Company)

Date: _____

CERTIFICATE 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.

STANDARD BID DOCUMENT REFERENCE	
	Reference: VII-A-1
Name of Form:	MANDATORY AFFIRMATIVE ACTION LANGUAGE FOR GOODS AND SERVICES (INCLUDING PROFESSIONAL SERVICES) CONTRACTS
Statutory Reference:	N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et seq.
Instructions Reference:	Statutory and Other Requirements VII-A-1
Description:	Exhibit A of Bid Specification

Exhibit A of the model Instructions to Bidders and Statutory Requirements is the current and complete mandatory language for goods and services (including professional services) bid specifications and contracts. Section VII-A-1 of the Instructions summarizes the requirements and refers bidders to the full text.

The document is the mandatory language for goods and services bid specifications and contracts pursuant to N.J.A.C. 17:27-3.4, and the mandatory bid specification and contract language for employment goal compliance for goods and services at N.J.A.C. 17:27-3.6. A complete review of both rule provisions is recommended.

Please note that Exhibit A does not apply to construction contracts. There is a different document, Exhibit B, for such contracts. Exhibit B can be found on pages C-27 through C-30.

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.**

Dated:

Signed _____

STANDARD BID DOCUMENT REFERENCE	
	Reference: VII-B
Name of Form:	MANDATORY LANGUAGE -- AMERICANS WITH DISABILITIES ACT OF 1990
Statutory Reference:	Title II of the Americans with Disabilities Act of 1990 (42 U.S.C. S121 01 et seq.)
Instructions Reference:	Statutory and Other Requirements VII-B
Description:	The Act prohibits discrimination on the basis of disability by public entities in all services, programs and activities provided or made available by public entities.

The federal Americans with Disabilities Act of 1990 requires bid specifications and contracts to contain language that prohibits discrimination on the basis of disability by public entities in all services, programs and activities provided or made available by public entities.

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

The contractor and the _____ of _____, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

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

Dated: _____

Signed: _____

STANDARD BID DOCUMENT REFERENCE	
Reference: VII-D	
Name of Form:	BUSINESS REGISTRATION CERTIFICATE
Statutory Reference:	N.J.S.A. 52:32-44 (P.L. 2004, c.57)
Instructions Reference	Statutory and Other Requirements VII-D
Description:	Contractor must provide State Division of Revenue issued Business Registration Certificate with the bid submission.

Detailed information on this requirement is found in Division of Local Government Services Local Finance Notices 2004-17 (8/6/04), 2004-24 (11/1/04), 2005-12 (4/27/05) and on the Division web site at www.nj.gov/dca/lgs/lpcl. These resources and a Frequently Asked Questions resource should be consulted when questions arise.

STANDARD BID DOCUMENT REFERENCE	
	REFERENCE: VII-I
Name of Form:	FORMS TO BE PROVIDED BY ELEC
Statutory Reference:	N.J.S.A. 19:44A-20.27 (P.L. 2005, c.271,S.3)
Instructions Reference:	Statutory and Other Requirements VII
Description:	Disclosure of Contributions to ELEC

Disclosure of Contributions to New Jersey Election Law Enforcement Commission (ELEC)

N.J.S.A. 19:44A-20.27 establishes a new disclosure requirement for business entities. It requires that, when a business entity has received in any calendar year \$50,000 or more in public contracts with public entities, it must file an annual report with the Election Law Enforcement Commission (ELEC). The report shall disclose any contribution of money or any other thing of value, including an in-kind contribution, or pledge to make a contribution of any kind:

- To a candidate for or the holder of any public office having ultimate responsibility for the awarding of public contracts, or,
- To a political party committee, legislative leadership committee, political committee or continuing political committee.

The report will include all reportable contributions made by the business entity during the 12 months prior to the reporting deadline. ELEC will be promulgating a form and procedures for filing commencing in January 2007. ELEC can also impose fines for failure to comply with this requirement.

While the local unit has no role in this process, it is recommended that all bid or proposal specifications and contracts should include language notifying business entities of their potential obligation under the law. Such language could read as follows:

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