NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN that sealed bids for the furnishing and delivery of **IPE HARDWOOD DECKING** for the Borough of Mountain Lakes, will be received by the Purchasing Agent of the Borough of Mountain Lakes, **Tuesday, November 10, 2026, at 11:00am,** prevailing time.

Bids will be received in person or via regular or express mail through the submission of all required forms in a sealed envelope to **Borough Administration, 400 Boulevard, Mountain Lakes, NJ 07046**. Direct all inquiries to Cara Fox, Borough Clerk.

Bidders are required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and P.L. 1975 C. 127 (N.J.A.C. 17:27-1 et seq.) regarding equal employment opportunities and with the requirements of P.L. 1977 C.33 regarding corporate and/or partnership ownership.

The right to reject any and all bids is reserved in accordance with applicable law.

By order of the Borough Council of the Borough of Mountain Lakes.

Signed:

Mitchell Stern, Borough Manager

Cara Fox, Municipal Clerk

Jennifer Semler, CMFO, QPA

Dated:

October 28, 2026

THE BOROUGH OF MOUNTAIN LAKES

GENERAL INSTRUCTIONS

1. SUBMISSION OF BIDS

A. Sealed bids shall be received in accordance with public advertisement as required by law, a copy of said notice being attached hereto and made a part of these specifications.

B. Each bid shall be submitted on the proposal form attached, in a sealed envelope

1) Addressed to the Purchasing Agent
2) Bearing the name and address of the bidder on the outside Clearly marked "BID" with the contract name and number being bid. Provide One (1) Original & One (1) copy of the bid. **Faxed or emailed bids will NOT be accepted**.

C. It is the bidder's responsibility to ensure that bids are presented to the Purchasing Agent on the hour and at the designated place. Bids may be hand delivered or mailed; however, the Borough of Mountain Lakes disclaims any responsibility for bids forwarded by regular or express mail. **If the bid is sent by express mail, the designation in B. above must also appear on the outside of the express company envelope**. Bids received after the designated time and date will be returned unopened.

D. The Borough of Mountain Lakes reserves the right to postpone the date for presentation and opening of bids and will give written notice of any such postponement to each prospective bidder as required by law.

E. Sealed bids forwarded to the owner before the time of opening of bids may be withdrawn upon written application of the bidder who shall be required to produce evidence showing that the individual is or represents the principal or principals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

F. Each bid proposal form must give the full business address, business phone, fax, e-mail, the contact person of the bidder, and be signed by an authorized representative as follows:

- Bids by partnerships must be signed in the partnership name by one of the members of the partnership or by an authorized representative followed by the signature and designation of the person signing.
- Bids by corporations must be signed in the legal name of the corporation, followed by the name of the State in which incorporated and must contain the signature and designation of the president, secretary or other person authorized to bind the corporation in the matter.
- Bids by sole-proprietorship shall be signed by the proprietor.

- When requested, satisfactory evidence of the authority of the officer signing shall be furnished.

G. Multiple Bids Not Accepted – More than one bid from an individual, a firm or partnership, a corporation or association under the same or different names shall not be considered.

2. BID SECURITY

The following provisions, *if indicated by an (X)*, shall be applicable to this bid and be made a part of the bidding documents:

☐ **BID GUARANTEE**

Bidder shall submit with the bid a certified check, cashier's check or bid bond in the amount of ten percent (10%) of the total price bid, but not in excess of $20,000, payable unconditionally to the Borough of Mountain Lakes.

When submitting a Bid Bond, it shall contain Power of Attorney for full amount of Bid Bond from a surety company authorized to do business in the State of New Jersey and acceptable to the Borough of Mountain Lakes.

The check or bond of the unsuccessful bidder(s) shall be returned as prescribed by law. The check or bond of the bidder to whom the contract is awarded shall be retained until a contract is executed and the required performance bond or other security is submitted.

The check or bond of the successful bidder shall be forfeited if the bidder fails to enter into a contract pursuant to statute. Failure to submit required guarantee shall be cause for rejection of the bid.

☐ **CONSENT OF SURETY**

Bidder shall submit with the bid a Certificate (Consent) of Surety with Power of Attorney for full amount of bid price from a Surety Company authorized to do business in the State of New Jersey, and acceptable to the Borough of Mountain Lakes stating that it will provide said bidder with a Performance Bond in the full amount of the bid. This certificate shall be obtained in order to confirm that the bidder to whom the contract is awarded will furnish Performance and Payment bonds from an acceptable surety company on behalf of said bidder, any or all subcontractors or by each respective subcontractor or by any combination thereof which results in performance security equal to the total amount of the contract, pursuant to N.J.S.A. 40A11-22.

Failure to submit this shall be cause for rejection of the bid.

☐ **PERFORMANCE BOND**

Successful bidder shall simultaneously with the delivery of the executed contract, submit an executed bond in the amount of one hundred percent (100%) of the acceptable bid as security for the faithful performance of this contract.

The performance bond provided shall not be released until final acceptance of the whole work and then only if any liens or claims have been satisfied. The surety on such bond or bonds shall be a duly authorized surety company authorized to do business in the State of New Jersey pursuant to N.J.S.A. 17:31-5. For multi-year contracts, the Performance Bond may be resubmitted each year on the Contract Anniversary Date for the amount remaining on the contract.

Failure to submit this with the executed contract shall be cause for declaring contract null and void pursuant to N.J.S.A. 40A:11-22. REV 9/2024 4

☐ **LABOR AND MATERIAL (PAYMENT) BOND**

The successful bidder shall with the delivery for the performance bond submit an executed payment bond to guarantee payment to laborers and suppliers for the labor and material used in the work performed under the contract.

Failure to submit a labor and material bond with the performance bond shall be cause for declaring the contract null and void.

☐ **MAINTENANCE BOND**

Upon acceptance of the work by the Borough of Mountain Lakes, the contractor shall submit a maintenance bond (N.J.S.A. 40A:1-16.3) in an amount not to exceed 100% of the project costs guaranteeing against defective quality of 3work or materials for the period of:

- **1 Year**
- **2 Years**

3. PREPARATION OF BIDS (PRICING INFORMATION AND FORMS)

A. The Borough of Mountain Lakes is exempt from any local, state or federal sales, use or excise tax. Borough of Mountain Lakes shall not pay for New Jersey State Sales and Use Tax that are included in any invoices. Borough of Mountain Lakes will not pay service charges such as interest and late fees.

B. The Borough of Mountain Lakes or any of its offices and divisions will not complete credit applications as a result of contract(s) resulting from award based on these specifications.

C. Bid responses shall be ***signed in ink*** (Original Signature Required) by the bidder; all quotations shall be made with a typewriter/computer or pen and ink. Any quotation

showing any erasure alteration must be initialed by the bidder in ink. Unit prices and totals are to be inserted in spaces provided.

D. Failure to sign and give all information in the bid may result in the bid being rejected.

E. *Estimated Quantities* (Open-Ended Contracts, Purchase as Needed) – The Borough of Mountain Lakes has attempted to identify the item(s) and the estimated amounts of each item bid to cover its requirements; however, past experience shows that the amount ordered may be different than that submitted for bidding. The right is reserved to decrease or increase the quantities specified in the specifications pursuant to N.J.A.C. 5:30-11.2 and 11.10. *NO MINIMUM PURCHASE IS IMPLIED OR GUARANTEED*.

F. Bidders shall insert prices for furnishing goods and services required by these specifications. Prices shall be net including any charges for packing, crating, containers etc. All transportation charges shall be fully prepaid by the contractor, F.O.B. destination and placement at locations specified by the Borough of Mountain Lakes. As specified, placement may require inside deliveries. No additional charges shall be allowed for any transportation costs resulting from partial shipments made for the contractor's convenience.

G. Any bidder may withdraw their bid at any time before the time set for receipt of bids.

H. All forms shall be completed and attached to the bid proposal. BIDDER IS ALERTED TO THE BID DOCUMENT CHECK LIST PAGE.

4. FIRM FIXED CONTRACT

This is a firm fixed contract, prices firm, FOB Borough of Mountain Lakes. No price escalation.

5. INTERPRETATIONS AND ADDENDA

A. The bidder understands and agrees that its bid is submitted on the basis of the specifications prepared by the Borough of Mountain Lakes. The bidder accepts the obligation to become familiar with these specifications.

B. Bidders are expected to examine the specifications and related documents with care and observe all their requirements. Ambiguities, errors or omissions noted by bidders should be promptly reported in writing to the Purchasing Agent. In the event the bidder fails to notify the Borough of Mountain Lakes of such ambiguities, errors or omissions, the bidder shall be bound by the bid.

C. No oral interpretation of the meaning of the specifications will be made to any bidder. Every request for an interpretation shall be in writing, *addressed to the Borough Clerk, referencing the Contract Name and Contract Number in the subject line, at* cfox@mtnlakes.org. In order to be given consideration, written requests for interpretation and or clarification must be received at last three (3) business days prior to the date fixed for the opening of the bids.

D. All interpretations, clarifications and any supplemental instructions will be in the form of written addenda to the specifications and will be distributed to all prospective bidders. All addenda so issued shall become part of the specification and bid documents and shall be acknowledged by the bidder by completing the Acknowledgement of Receipt of Addenda form. The S Borough of Mountain Lakes's interpretations or corrections thereof shall be final.

E. Pursuant to N.J.S.A. 40A:11-23(c)(1) when issuing addenda, the owner shall provide required notice prior to official receipt of bids to any person who has submitted a bid or who has received a bid package. They will be sent via electronic transmissions to those known recipients of the bid specifications.

F. Discrepancies in Bids

- If the amount shown in words and its equivalent figures do not agree, the written words shall be binding. Ditto marks are not considered writing or printing and shall not be used.
- In the event that there is a discrepancy between the unit prices and the extended totals, the unit prices shall prevail. In the event there is an error of the summation of the extended totals, the computation by the Borough of Mountain Lakes of the extended totals shall govern.

6. BRAND NAMES, STANDARDS OF QUALITY AND PERFORMANCE

A. Brand names and or descriptions used in this bid are to acquaint bidders with the type of commodity desired and will be used as a standard by which alternate or competitive materials offered will be judged. Competitive items must be equal to the standard described and be of the same quality of work.

B. Variations between the goods and services described and the goods and services offered are to be fully identified and explained by the bidder on a separate sheet and submitted with the bid proposal form. Vendor's literature ***will not*** suffice in explaining exceptions to these specifications. In the absence of any exceptions by the bidder, it will be presumed and required that materials as described in the proposal be delivered.

C. It is the responsibility of the bidder to demonstrate the equivalency of goods and services offered. The Borough of Mountain Lakes reserves the right to evaluate equivalency of a product which, in its deliberations, meets its requirements.

D. In submitting its bid, the bidder certifies that the goods or services to be furnished will not infringe upon any valid patent or trademark and that the successful bidder shall, at its own expense, defend any and all actions or suits charging such infringement, and will save the Borough of Mountain Lakes harmless from any damages resulting from such infringement.

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

F. Wherever practical and economical to the Borough of Mountain Lakes, it is desired that recycled or recyclable products be provided. Please indicate when recycled products are being offered.

G. The contractor shall guarantee any or all goods and services supplied under these specifications. Defective or inferior goods shall be replaced at the expense of the contractor. The contractor will be responsible for return freight or restocking charges.

7. METHOD OF CONTRACT AWARD

A. The Borough of Mountain Lakes reserves the right to accept or reject any or all bids, to waive identified irregularities and technicalities, and to award in whole or in part to the lowest responsible bidder, if it is in the best interest of the Borough of Mountain Lakes to do so. Without limiting the generality of the foregoing, any bid which is incomplete, obscure, or irregular may be rejected, any bid having erasures or corrections in the price sheet may be rejected; any bid in which unit prices are omitted, or in which unit/total prices are unbalanced, may be rejected; any bid accompanied by any insufficient or irregular certified check, cashier's check or bid bond may be rejected.

B. The Borough of Mountain Lakes further reserves the right to award each item separately to the lowest responsible bidder, meeting specifications or to make an award based on the total bid to the bidder whose total sum is the low bid meeting the specifications, whichever in the awarding authorities' opinion is in the best interest of the Borough of Mountain Lakes. Without limiting the generality of the foregoing, the Borough of Mountain Lakes reserves the right to award a contract based on either option that may be described in the bid proposal or based on any combination thereof.

C. The Borough of Mountain Lakes may also elect to award the contract on the basis of unit prices.

D. The Borough of Mountain Lakes reserves the right to award equal or tie bids at their discretion to any one of the tie bidders.

E. Should the bidder, to whom the contract is awarded, fail to enter into a contract within 21 days, the Borough of Mountain Lakes may then, at its option, accept the bid of the next lowest responsible bidder.

F. The form of contract shall be submitted by the Borough of Mountain Lakes to the successful bidder. Terms of the specifications/bid package prevail. Bidder exceptions must be formally accepted by the Borough of Mountain Lakes; material exceptions shall not be approved.

G. Government entities are not private business/consumer clients; therefore, separate company agreements are not honored. Terms of the specifications/bid package prevail unless otherwise noted by the vendor as exceptions.

8. CAUSES FOR REJECTIONING BIDS

Bids may be rejected for any of the following reasons:

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

B. If more than one bid is received from an individual, firm or partnership, corporation or association under the same name;

C. Multiple bids from an agent representing competing bidders;

D. The bid is inappropriately unbalanced;

E. If the successful bidder fails to enter into a contract within 21 days, Sundays and holidays excepted, or as otherwise agreed upon by the parties to the contract. In this case at its option, the Borough of Mountain Lakes may accept the bid of the next lowest responsible bidder. (N.J.S.A. 40A:11-24b)

9. NEW JERSEY PREVAILING WAGE ACT (When Applicable) N.J.S.A. 34:11-56.25 et seq.

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

http://lwd.dol.state.nj.us/labor/wagehour/wagerate/wage_rates.html.

10. THE PUBLIC WORKS CONTRACTOR REGISTRATION ACT - N.J.S.A. 34:11-56.48 et seq.

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

Under the law a "contractor" is "a person, partnership, association, joint stock company, trust, corporation or other legal business entity or successor thereof who enters into a contract" which is subject to the provisions of the New Jersey Prevailing Wage Act (N.J.S.A. 34: 11-56.25, et seq.) It applies to contractors based in New Jersey or in another state. REV 9/2024 8

The law defines “public works projects” as contracts for “public work” as defined in the Prevailing Wage statue (N.J.S.A. 34:11-56.25(5)). The term means:

- “Construction, reconstruction, demolition, alteration, or repair work, or maintenance work, including painting and decorating, done under contract and paid for in whole or in part out of the funds of a public body, except work performed under a rehabilitation program.

- “Public work” shall also mean construction, reconstruction, demolition, alteration, or repair work, done on any property or premises, whether or not the work is paid for from public funds…”

- “Maintenance work” means the repair of existing facilities when the size, type or extent of such facilities is not thereby changed or increased. While “maintenance” includes painting and decorating and is covered under the law, it does not include work such as routine landscape maintenance or janitorial services.

To register, a contractor must provide the State Department of Labor and Workforce Development with a full and accurately completed application form. The form is available online at https://www.nj.gov/labor/wagehour/regperm/pw_cont_reg.html.

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

Effective May 1, 2019 a Supplement to the PWCR application must be completed for all new and renewal applications. The Supplement pertains specifically to participation in a registered apprenticeship program and possession of all licenses, registrations or certificates required by State law.

11. NON-COLLUSION AFFIDAVIT - N.J.S.A. 52:34-15

The Non-Collusion Affidavit, which is part of these specifications, shall be properly executed and submitted intact with the proposal.

12. NEW JERSEY ANTI-DISCRIMINATION – N.J.S.A. 10:2-1

There shall be no discrimination against any employee engaged in the work required to produce the goods and services covered by any contract resulting from this bid, or against any applicant to such employment because of race, religion, sex, national origin, creed, color, ancestry, age, marital status, affectional or sexual orientation, familial status, liability for service in the Armed Forces of the United States, or nationality. This provision shall include but not be limited to the following: employment upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The contractor shall insert a similar provision in all subcontracts for services to be covered by any contract resulting from this bid.

13. MANDATORY EEO/AFFIRMATIVE ACTION EVIDENCE – N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17-27 et seq.

No firm may be issued a contract unless it complies with the affirmative action provisions of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1 et seq. as administered by the Division of Purchase & Property Contract Compliance and Audit Unit (Division) and provided below. The contract will include the language included as attachment A in this specification.

A. Goods, Professional Services and Service Contracts

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

- A Letter of Federal Approval indicating that the vendor is under an existing federally approved or sanctioned affirmative action program. A copy of the letter must be provided by the vendor to the Public Agency and Division. This approval letter is valid for one year from the date of issuance.
- A Certificate of Employee Information Report (hereafter "Certificate"), issued in accordance with N.J.A.C. 17:27 et seq. The vendor must provide a copy of the Certificate to the Public Agency as evidence of its compliance with the regulations. The Certificate represents the review and approval of the vendor's Employee Information Report, Form AA-302 by the Division
- The successful bidder shall complete an Initial Employee Report, Form AA-302 and submit it to the Division with a check or money order for $150.00 made payable to "Treasurer, State of New Jersey" www.state.nj.us/treasury/contract_compliance

B. Construction Contracts

- All successful contractors shall complete and submit an Initial Project Manning Report (AA201-available on-line at www.state.nj.us/treasury/contract_compliance upon notification of award. Proper completion and submission of this Report shall constitute evidence of the contractor's compliance with the regulations. Failure to submit this form may result in the contract being terminated. The contractor also agrees to submit a copy of the Monthly Project Workforce Report, Form AA-202 once a month thereafter for the duration of the contract to the Department of LWD and to the Public Agency.

14. AMERICANS WITH DISABILITIES ACT OF 1990 - 42 U.S.C. S121 01 et seq.

Discrimination on the basis of disability in contracting for the purchase of goods and services is prohibited. Bidders are required to read Americans with Disabilities language that is included in this specification and agree that the provisions of Title II of the Act are made a part of the contract. The contractor is obligated to comply with the Act and to hold the Borough of Mountain Lakes harmless for any violations committed under the contract.

15. WORKER AND COMMUNITY RIGHT TO KNOW ACT - N.J.S.A. 34:5A-1 et seq.

The manufacturer or supplier of chemical substances or mixtures shall label them in accordance with the N.J. Worker and Community Right to Know Law (N.J.S.A. 34: 5A-1 et seq., and N.J.A.C 5:89-5 et seq.).

All direct use containers shall bear a label indicating the chemical name(s) and Chemical Abstracts Service number(s) of all hazardous substances in the container, and all other substances which are among the five most predominant substances in the container, or their trade secret registry number(s). (N.J.A.C. 8:59-5) or adhere to the requirements of The Globally Harmonized System of Classification and Labeling of Chemicals (GHS) and the U.S. Occupational Safety and Health Administration (OSHA) Hazard Communication Standard (HCS) as outlined in the Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules and Regulations as adopted in final rule by DEPARTMENT OF LABOR, Occupational Safety and Health Administration, 29 CFR Parts 1910, 1915, and 1926, [Docket No. OSHA–H022K–2006–0062, (formerly Docket No. H022K)], RIN 1218–AC20, Hazard Communication. Further, all applicable documentation must be furnished.

16. OWNERSHIP DISCLOSURE- N.J.S.A. 52:25-24.2 (P.L. 1977 c.33)

N.J.S.A. 52:25-24.2 provides that no business organization, regardless of form of ownership, shall be awarded any contract for the performance of any work or the furnishing of any goods and services, unless, **prior to the receipt of the bid or accompanying the bid** of said business organization, bidders shall submit a statement setting forth the names and addresses of all persons and entities that own ten percent or more of its stock or interest of any type at all levels of ownership. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the ten percent ownership, have been listed.

The included Statement of Ownership shall be completed and attached to the bid proposal. This requirement applies to all forms of business organizations, including, but not limited to, corporations and partnerships, publicly-owned corporations, limited partnerships, limited liability corporations, limited liability partnerships, sole proprietorship, and Subchapter S corporations. *Failure to submit a disclosure document shall result in rejection of the bid as it cannot be remedied after bids have been opened*.

Not-for-profit entities should fill in their name, check the not-for-profit box, and certify the form. No other information is necessary.

17. INSURANCE AND INDEMNIFICATION

The successful bidder shall provide and maintain insurance coverage to protect against all claims under Workers Compensation, General Liability and Automobile and shall be subject to

approval for adequacy of protection and certificates of such insurance shall be provided with the owner named as additional insured.

A. Insurance Requirements

- **Worker's Compensation and Employer's Liability Insurance**
  This insurance shall be maintained in full force during the life of this contract by the bidder covering all employees engaged in performance of this contract pursuant to N.J.S.A. 34:15-12(a) and N.J.A.C. 12:35-1.6. Minimum Employer's Liability $1,000,000.00
- **General Liability Insurance**
  This insurance shall have limits of not less than $3,000,000.00 any one person and $3,000,000.00 any one accident for bodily injury and $3,000,000.00 aggregate for property damage and shall be maintained in force during the life of the contract.
- **Automobile Liability Insurance**
  This insurance covering bidder for claims arising from owned, hired and non-owned vehicles with limits of not less than $3,000,000.00 for any one person and $3,000,000.00 any one accident for bodily injury and $3,000,000.00 each accident for property damage, shall be maintained in full force during the life of this contract by the bidder.

B. Certificates of the Required Insurance

- Certificates of Insurance for those policies required above shall be submitted with the contract. Such coverage shall be with acceptable insurance companies operating on an admitted basis in the State of New Jersey and shall name the OWNER as an additional insured.
- Self-insured contractors shall submit an affidavit attesting to their self-insured coverage and shall name the OWNER as an additional insured.

C. Indemnification

- The Contractor agrees to indemnify and save harmless the Borough of Mountain Lakes its officers, agents and employees, from all claims, suits or actions, and damages or costs of every name and description to which the owner may be subjected or put by reason of injury to the person or property of another, or the property of the owner, resulting from:
  - negligent acts or missions on the part of the contractor, the contractor's agents, servants or subcontractors in the delivery of goods and services, or in the performance of the work under the contract; and,
  - the use of any copyrighted or copyrighted composition, valid trademark, secret process, patented or unpatented invention or article furnished or used in the performance of this contract.
- Borough of Mountain Lakes will not accept Mutual Limitation of Liability terms.

18. PAYMENT

Payment will be made after a properly executed Borough of Mountain Lakes voucher has been received and formally approved on the voucher list by Borough of Mountain Lakes at its subsequent regular meeting. The voucher will be certified correct by the department/division head who received the goods or services.

19. NON-PAYMENT OF PENALTIES AND INTEREST ON OVERDUE BILLS

Public funds may be used to pay only for goods delivered or services rendered. Borough of Mountain Lakes will not pay penalties and/or interest on overdue bills. No employee is authorized to sign a letter of credit or any other document that represents a legal commitment on the part of the Borough to pay additional fees.

20. PROMPT PAYMENT – GOODS & SERVICES – P.L. 2019, C.127 (LFN 2019-02 1/23/19)

P.L. 2018, c. 127 establishes a prompt payment requirement that applies to goods and services contracts a contracting unit award to a "business concern" under the Local Public Contracts Law (LPCL). The law applies to all goods and services contracts awarded on or after February 1, 2019 (the law's effective date) regardless of dollar amount and any contracts requiring either a single payment or multiple payments. The law does not change the prompt payment requirements for improvements to real property and structures as set forth in N.J.S.A. 2A:30A-1 et seq. and described in LFN 2006-21. The law defines "Business Concern" as any person engaged in a trade or business, including a private nonprofit entity operating as an independent contractor, providing goods and services directly to a contracting unit or to a designated third party and operating pursuant to a contract with a contracting unit which requires either a single payment or multiple payments, but shall not include a "public utility" as defined in N.J.S.A. 48:2.13.

21. TERMINATION OF CONTRACT

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

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

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

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

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

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

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

H. The Borough of Mountain Lakes may terminate the contract for convenience by providing sixty (60) calendar days advanced notice to the contractor.

I. The contractor shall maintain all documentation related to products, transactions or services under this contract for a period of five years from the date of final payment. Such records shall be available to the New Jersey Office of the State Comptroller upon request.

J. For contracts that exceed one year, each calendar year payment obligation of the Borough of Mountain Lakes is conditioned upon the availability of Borough of Mountain Lakes funds appropriated or allocated for the payment of such an obligation. If funds are not allocated and available for the continuance of any services performed by the bidder awarded the contract (contractor) hereunder, whether in whole or in part, the Borough of Mountain Lakes at the end of any particular calendar year may terminate such services. The Borough of Mountain Lakes will notify the contractor in writing immediately of any services that will be affected by a shortage of appropriated funds. This provision shall not be construed so as to permit the Borough of Mountain Lakes to terminate the contract during the term, or any service hereunder, merely in order to acquire identical services from another contractor.

K. Neither party shall be responsible for any resulting loss or obligation to fulfill duties as specified in any of the terms or provisions of a contract if the fulfillment of any term or provision of the contract is delayed or prevented by any revolutions, insurrections, riots, wars, acts of enemies, national emergencies, strikes, floods, fires, acts of God, or by any cause not within the control of the party whose performance is interfered with which by

the exercise of reasonable diligence such party is unable to prevent. Additionally, if the fulfillment of any of the terms and provisions of the contract is delayed or prevented by any court order, or action or injunction or other such agreement, the contract shall become voidable by the Borough of Mountain Lakes by notice to the parties.

22. ACQUISITION, MERGE, SALE AND/OR TRANSFER OF BUSINESS, ETC.

It is understood by all parties that if, during the life of the contract, the contractor disposes of his/her business concern by acquisition, merger, sale and/or transfer or by any means convey his/her interest(s) to another party, all obligations are transferred to that new party. In this event, the new owners(s) will be required to submit, when required, a performance bond in the amount of the open balance of the contract.

23. ADDITIONS/DELETIONS OF SERVICE

The Borough of Mountain Lakes reserves the right to add and/or delete services to this contract. Should a service requirement be deleted, payment to the Contractor will be reduced proportionally to the amount of service deleted in accordance with the bid price. Should additional services be required, payment to the Contractor will be increased proportionally to the amount of service added in accordance with the bid price.

24. Vendor's literature and/or pricing sheets will not be accepted in lieu of completing the proposal blank(s) set forth in these specifications.

25. Bidders shall not write in margins or alter the official content or requirements of the Borough of Mountain Lakes bid documents.

26. SPECIFICATIONS

Any prospective bidder who wishes to challenge a bid specification shall file such challenges in writing with the contracting agent no less than three (3) business days prior to the opening of the bids. Challenges filed after that time shall be considered void and have no impact on the contracting unit or the award of contract.

27. OWNERSHIP OF MATERIAL

The owner shall retain all of its rights and interest in any and all documents and property, both hard copy and digital furnished by the owner to the contractor for the purpose of assisting the contractor in the performance of this contract. All such items shall be returned immediately to the owner at the expiration or termination of the contract or completion of any related services, pursuant thereto, whichever comes first. None of the documents and/or property shall, without the written consent of the owner, be disclosed to others or used by the contractor or permitted

by the contractor to be used by their parties at any time except in the performance of the resulting contract.

Ownership of all data, materials and documentation originated and prepared for the owner pursuant to this contract shall belong exclusively to the owner. All data, reports, computerized information, programs and materials related to this project shall be delivered to and become the property of the owner upon completion of the project. The contractor shall not have the right to use, sell, or disclose the total of the interim or final work products, or make available to third parties. All information supplied to the owner is required to be supplied via USB external hard drive and compatible with the owner's computers systems. Borough technology standards: Microsoft 11 Windows, Microsoft Office 365, Adobe Reader and Acrobat, Microsoft Edge browser.

28. TRUTH IN CONTRACTING LAW

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

29. PROOF OF N.J. BUSINESS REGISTRATION CERTIFICATE N.J.S.A. 52:32-44

Pursuant to N.J.S.A. 52:32-44, Borough of Mountain Lakes ("Contracting Agency") is prohibited from entering into a contract with an entity unless the bidder/proposer/contractor, and each subcontractor that is required by law to be named in a bid/proposal/contract has a valid Business Registration Certificate on file with the Division of Revenue and Enterprise Services within the Department of the Treasury. REV 9/2024 14

Prior to contract award or authorization, the contractor shall provide the Contracting Agency with its proof of business registration and that of any named subcontractor(s).

Subcontractors named in a bid or proposal shall provide proof of business registration to the bidder, who in turn, shall provide it to the Contracting Agency prior to the time of contract, purchase order, or other contracting document is awarded or authorized.

During the course of contract performance:

A. The contractor shall not enter into a contract with a subcontractor unless the subcontractor first provides the contractor with a valid proof of business registration.

B. The contractor shall maintain and submit to the Contracting Agency a list of subcontractors and their addresses that may be updated from time to time.

C. The contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall collect and remit to the Director of the Division of Taxation in the Department of Treasury, 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 in the State. Any questions in this regard can be directed to the Division of Taxation at (609) 292-6400. Form NJ-REG can be filed online at www.state.nj.us/treasury/revenue/busregcert.shtml.

Before final payment is made under the contract, the contractor shall submit to the Contracting Agency a complete and accurate list of all subcontractors used and their addresses.

Pursuant to N.J.S.A. 54:49-4.1, a business organization that fails to provide a copy of a business registration as required, or that provides false business registration information, shall be liable for a penalty of $25.00 for each day of violation, not to exceed $50,000, for each proof of business registration not properly provided under a contract with a contracting agency.

Emergency Purchases or Contracts – For purchases of an emergent nature, the contractor shall provide its Business Registration Certificate within two weeks from the date of purchase or execution of the contract or prior to payment for goods or services, whichever is earlier.

30. PAY TO PLAY– NOTICE OF DISCLOSURE REQUIREMENT

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.

31. W-9

Successful bidder/respondent shall complete W-9 Form and submit to Purchasing prior to contract award. The form is available at the following link: www.irs.gov/pub/irs-pdf/fw9.pdf

32. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 - HIPAA (IF APPLICABLE)

Both parties agree to comply with all requirements of the Federal Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) as maybe amended from time to time, and the corresponding HIPAA regulations for the confidentiality and security of medical information.

The Contractor shall:

- Not use or disclose protected health information other than as permitted or required by law
- Use appropriate safeguards to protect the confidentiality of the information
- Report any use or disclosure not permitted

33. PUBLIC EMERGENCY

In the event of a Public Emergency declared at the Local, State or Federal Level, if the Borough of Mountain Lakes opts to extend terms and conditions of this bid, the contractor agrees to extend the terms and conditions of this bid, whether existing, expiring or expired no longer than six months, for goods and/or services for the duration of the emergency. In the event the original contractor cannot meet this requirement, the Borough of Mountain Lakes may solicit the goods and/or services from any bidder on this contract.

34. The owner and the Contractor each bind themselves and their successors, executors, administrators, heirs and assigns and legal representatives of the other party respecting all covenants and agreements and obligations of this contract.

35. The terms of this Agreement shall be construed and interpreted, and all respective rights and duties of the parties shall be governed by the laws of the State of New Jersey.

36. FORCE MAJEURE

Neither party shall be responsible for any resulting loss or obligation to fulfill duties as specified in any of the terms or provisions of this Agreement if the fulfillment of any term or provision of this Agreement is delayed or prevented by any revolutions, insurrections, riots, wars, acts of enemies, national emergencies, strikes, floods, fires, acts of God, or by any cause not within the control of the party whose performance is interfered with which by the exercise of reasonable diligence such party is unable to prevent. Additionally, if the fulfillment of any of the terms and provisions of this Agreement is delayed or prevented by any court order, or action or injunction or other such agreement, this Agreement shall become voidable by the Borough of Mountain Lakes by notice to each party.

37. DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN – P.L. 2012, c.25

P.L. 2012, c.25 prohibits State and local public contracts with persons or entities engaging in certain investment activities in energy or finance sectors of Iran. Bidders must indicate if they comply with the law by certifying the form. Pursuant to N.J.S.A. 40A:11-2.1 the Borough is required to notify the New Jersey Attorney General if it determines a false certification has been submitted.

38. RUSSIA/BELARUS BUSINESS PROHIBITION P.L.2022, c.3

All potential bidders/respondents must attest on the form provided, of their status of engagement in prohibited activities in Russia or Belarus. Certification requires that you review the Entity List provided by the Department of Treasury, (link provided on the form), then check off the appropriate box and complete the form.

SPECIFICATIONS

1. **MATERIAL REQUIREMENTS**

ITEM REQUIRED SPECIFICATION

A. Wood species: Genuine Brazilian Ipe hardwood (Handroanthus spp.); solid natural hardwood; no substitute species.

B. Grade: Premium Clear Appearance Grade

C. Finished thickness: 21 mm (3/4 inch Plus)

D. Finished width: 140 mm (approximately 5 1/2 inches)

E. Dimensional tolerance: Thickness +/- 0.5 mm; width +/- 1 mm

F. Milling: S4S - surfaced four sides

G. Top walking surface: Factory-sanded with 80-grit abrasive; smooth and uniform

H. Edge profile: E4E - all four longitudinal edges eased; approximately 1/8-inch (3 mm) radius, subject to physical sample approval

I. Moisture content: 10%-14% at delivery; kiln-dried or air-dried acceptable

J. Factory finish: Unfinished and uncoated; no surface oils, stains, varnishes or sealers

K. Board ends: Clean, square-cut ends; end-grain sealer permitted

2. **MATERIAL QUANTITY**

6,900 Sq. Ft.

3. **REQUIRED BOARD LENGTH DISTRIBUTION**

BOARD LENGTH PERCENTAGE

10 feet	10%
12 feet	15%
14 feet	25%
16 feet	30%
18 feet	20%
TOTAL	100%

Percentages are based on total supplied decking area, not board count. Quantities may be rounded to whole boards while maintaining the stated proportions as closely as practicable.

4. **WOOD QUALITY**

Material shall be sound, premium-quality Ipe suitable for exterior pedestrian decking. Boards shall be free of decay, insect damage, loose or unsound knots, open splits, excessive checking, significant bow, crook, cup or twist, splinters, and objectionable machining defects. Natural color and grain variation are acceptable.

5. **MOISTURE VERIFICATION**

   Supplier shall provide representative moisture readings. Measurements shall use a calibrated moisture meter with appropriate correction for Ipe. Material moisture content shall be 10%-14% at delivery.

6. **MATERIAL SAMPLE**

   Provide a representative physical sample for approval showing the 80-grit sanded top surface, finished dimensions, and approximately 1/8 inch (3 mm) eased-edge radius.

7. **PACKAGING AND DELIVERY**

   Supply decking in properly supported, securely strapped bundles, protected from transportation damage and direct precipitation while allowing ventilation. Identify bundles by board length and quantity. Material shall be suitable for covered, ventilated outdoor storage. **Delivery address is 55 Pocono Road, Mountain Lakes, NJ 07046.**

BID DOCUMENT CHECKLIST

Required With Bid		Read, Signed & Submitted Bidder's Initial
A.	**FAILURE TO SUBMIT ANY OF THESE ITEMS IS MANDATORY CAUSE FOR REJECTION OF BID**	
☒	Ownership Disclosure Form	_____
☒	Non-Collusion Affidavit	_____
☒	Bid Proposal Form/Signature Page	_____
☐	Bid Guarantee (bid bond or certified/cashier's check) (with Power of Attorney for full amount of Bid Bond)	_____
☐	Consent of Surety (Certificate from Surety company)	_____
☐	Surety Disclosure Statement and Certification	_____
☐	Performance Bond	_____
☐	Labor and Material (Payment) Bond	_____
☐	Maintenance Bond	_____
B.	**MANDATORY ITEM(S), REQUIRED NO LATER THAN TIME PERIOD INDICATED**	
☒	Business Registration Certificate – Bidder – Prefer with Bid Response. Required by Law prior to award of contract.	_____
☐	Business Registration Certificate – Designated Subcontractor(s) – Prefer with Bid Response. Required by Law prior to award of contract.	_____
☒	Required Evidence EEO/Affirmative Action Regulations Questionnaire – Prefer with Bid Response. Required by Law prior to execution of contract.	_____
☐	Public Works Contractor Registration Certificate(s) for the Bidder and Designated Subcontractors (Prior to Award, but effective at time of bid)	_____
☐	License(s) or Certification(s) Required by the Specifications	_____
☒	Disclosure of Investment Activities in Iran- Prefer with bid response. Required by law prior to award of contract.	_____
☒	Disclosure of Prohibited Activities in Russia or Belarus, N.J.S.A. 52:32-60.1, et seq. P.L. 2022, c.3 – Prefer with bid response. Required by law prior to award of contract.	_____
☒	Acknowledgement of Receipt of Addenda (To be Completed if Addenda are Issued) – Prefer with Bid Response.	_____
C.	**FAILURE TO SUBMIT ANY OF THESE ITEMS AT TIME OF BID MAY BE CAUSE FOR REJECTION**	
☐	Three (3) references for similar projects	_____
☐	Authorization for Background Check	_____
☐	Catalog/Price List	_____
☐	Product Samples	_____
☐	Certification of Available Equipment	_____
☐	Other:	_____
D.	**READ ONLY**	
	Americans With Disability Act of 1990 Language	_____

This checklist is provided for bidder's use in assuring compliance with required documentation; however, it does not include all specifications requirements and does not relieve the bidder of the need to read and comply with the specifications.

Name of Bidder: _____ Date: _____

By Authorized Representative:

Signature: _____

Print Name & Title: _____

BID PROPOSAL FORM/SIGNATURE PAGE

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total Cost	Delivery	Comments
1	Ipe Hardwood Decking	6,900	Sq. Ft.				

The undersigned is a (Corporation)/(Partnership)/ (Individual) under the laws of the State of

_____ having its Principal office at _____

Company _____

Federal I.D. # or Social Security # _____

Address _____

Signature of Authorized Agent _____

Type or Print Name _____

Title of Authorized Agent _____

Date _____

Telephone Number _____

Email Address _____

OWNERSHIP DISCLOSURE FORM

BID SOLICITATION #: _____ **VENDOR {BIDDER}:** _____

PART 1

PLEASE COMPLETE THE QUESTIONS BELOW BY CHECKING EITHER THE "YES" OR THE "NO" BOX. ALL PARTIES ENTERING INTO A CONTRACT WITH THE STATE ARE REQUIRED TO COMPLETE THIS FORM PURSUANT TO N.J.S.A. 52:25-24.2

	YES	NO
1. Are there any individuals, corporations, partnerships, or limited liability companies owning a **10% or greater** interest in the Vendor {Bidder}?	☐	☐
IF THE ANSWER TO QUESTION 1 IS "NO", PLEASE SIGN AND DATE THE FORM. IF THE ANSWER TO QUESTION 1 IS "YES", PLEASE ANSWER QUESTION 2—4 BELOW.		
2. Of those parties owning a **10% or greater** interest in the Vendor {Bidder}, are any of those parties individuals?	☐	☐
3. Of those parties owning a **10% or greater** interest in the Vendor {Bidder}, are any of those parties **corporations, partnerships, or limited liability companies**?	☐	☐
4. If you answer to Question 3 is "YES", are there any parties owning a **10% or greater** interest in the **corporation, partnership, or limited liability company** referenced in Question 3?	☐	☐
5. Is the Vendor {Bidder} incorporated as a not-for-profit organization? **IF THE ANSWER TO THIS QUESTION IS "YES", EXECUTE THE CERTIFICATION SECTION.**	☐	☐

IF ANY OF THE ANSWERS TO QUESTION 2-4 ARE "YES", PLEASE PROVIDE THE REQUESTED INFORMATION IN PART 2 BELOW.

PART 2

PLEASE PROVIDE FURTHER INFORMATION RELATED TO QUESTIONS 2—4 ANSWERED AS "YES".

If you answered "YES" for questions 2, 3, or 4, you must disclose identifying information related to the individuals, corporations, partnerships, and/or limited liability companies owning a 10% or greater interest in the Vendor {Bidder}. Further, if one or more of these entities is itself a corporation, partnership, or limited liability company, you must also disclose all parties that own a 10% or greater interest in that corporation, partnership, or limited liability company. This information is required by statute.

INDIVIDUALS

NAME					
ADDRESS 1					
ADDRESS 2					
CITY		**STATE**		**ZIP**	

NAME					
ADDRESS 1					
ADDRESS 2					
CITY		**STATE**		**ZIP**	

NAME					
ADDRESS 1					
ADDRESS 2					
CITY		**STATE**		**ZIP**	

NAME					
ADDRESS 1					
ADDRESS 2					
CITY		**STATE**		**ZIP**	

Attach Additional Sheets If Necessary

PART 2 continued

PARTNERSHIPS / CORPORATIONS / LIMITED LIABILITY COMPANIES

ENTITY NAME				
PARTNER NAME				
ADDRESS 1				
ADDRESS 2				
CITY	STATE		ZIP	

ENTITY NAME				
PARTNER NAME				
ADDRESS 1				
ADDRESS 2				
CITY	STATE		ZIP	

ENTITY NAME				
PARTNER NAME				
ADDRESS 1				
ADDRESS 2				
CITY	STATE		ZIP	

Attach Additional Sheets If Necessary

In the alternative, to comply with the ownership disclosure requirement, a Vendor {Bidder} with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10 percent or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10 percent or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10 percent or greater beneficial interest. N.J.S.A. 52:25-24.2.

PART 3

PUBLICLY TRADED PARENT COMPANY DISCLOSURE

Ownership disclosure (name and address) can be met by submitting the last annual filing of an SEC or similar foreign regulator document or providing the website link to such documents, and include relevant page numbers. See N.J.S.A 52:25-24.2.

TITLE OF ATTACHED DOCUMENTS OR WEBLINK	PAGE #

Attach Additional Sheets if Necessary

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor {Bidder}, that the foregoing information and any attachments hereto, to the best of my knowledge, are true and complete. I acknowledge that the Borough of Mountain Lakes, NJ is relying on the information contained herein, and that the Vendor {Bidder} is under a continuing obligation from the date of this certification through the completion of any contract(s) with the Borough to notify the 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. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of my agreement(s) with the Borough of Mountain Lakes, permitting the Borough to declare any contract(s) resulting from this certification void and unenforceable.

Signature _____ Date _____

Print Name and Title _____

FEIN/SSN _____

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 proposal

entitled_____, and that I executed the said proposal with full
(title of bid proposal)

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 Borough of Mountain Lakes relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for the said project.

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

by_____

_____.

Subscribed and sworn to

before me this day

_____,20___ _____
(Type or print name of affiant under signature)

_____

Notary Public of

My Commission expires_____20___

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 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, 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 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 of the contractor's commitments under this chapter 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 meet targeted municipal employment goals established in accordance with N.J.A.C. l7:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities,

and labor unions, that it does not discriminate on the basis of age, race, 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 targeted 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, race, 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:

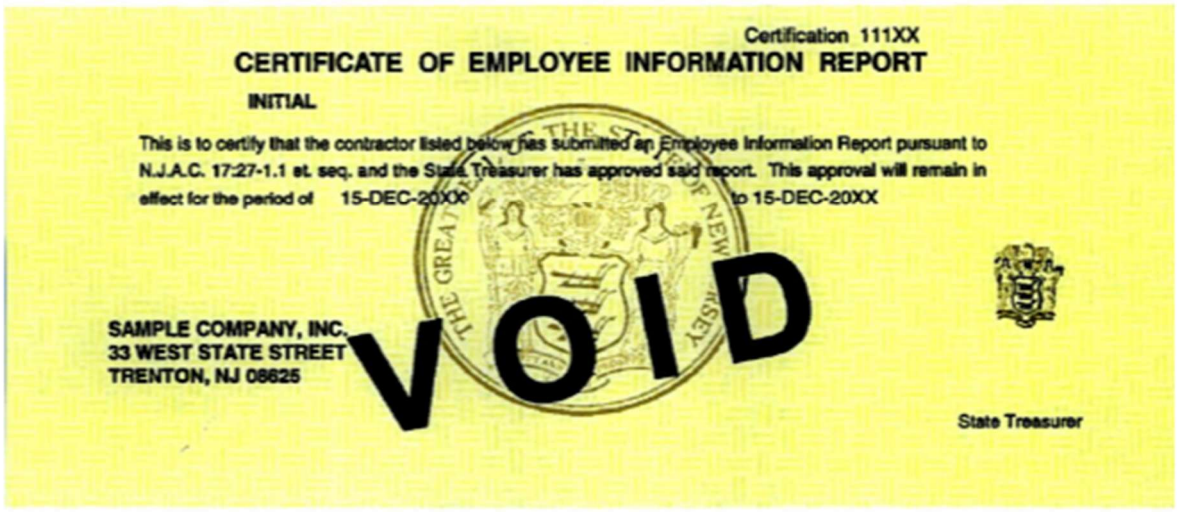
Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at ww.state.nj.us/treasury/contract_compliance).

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program 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 Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27**.

SAMPLE CERTIFICATE OF EMPLOYEE INFORMATION REPORT



Certification 111XX

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

INITIAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-DEC-20XX to 15-DEC-20XX

SAMPLE COMPANY, INC.
33 WEST STATE STREET
TRENTON, NJ 08625

VOID

State Treasurer

AMERICANS WITH DISABILITIES ACT OF 1990

Equal Opportunity for Individuals with Disability

The Contractor and the Owner, do hereby agree that the provisions of Title II 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.

THESE ARE **SAMPLES** OF THE **ONLY** ACCEPTABLE
BUSINESS REGISTRATION CERTIFICATES.

PREFER SUBMITTED WITH BID RESPONSE
REQUIRED BY LAW PRIOR TO AWARD OF CONTRACT



STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE
FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS

DEPARTMENT OF TREASURY/
DIVISION OF REVENUE
PO BOX 252
TRENTON, NJ 08646-0252

TAXPAYER NAME:
TAX REGISTRATION TEST ACCOUNT

TRADE NAME:
CLIENT REGISTRATION

TAXPAYER IDENTIFICATION#:
970-097-382/500

SEQUENCE NUMBER:
0167330

ADDRESS:
847 ROEBLING AVE
TRENTON NJ 08611

ISSUANCE DATE:
07/14/04

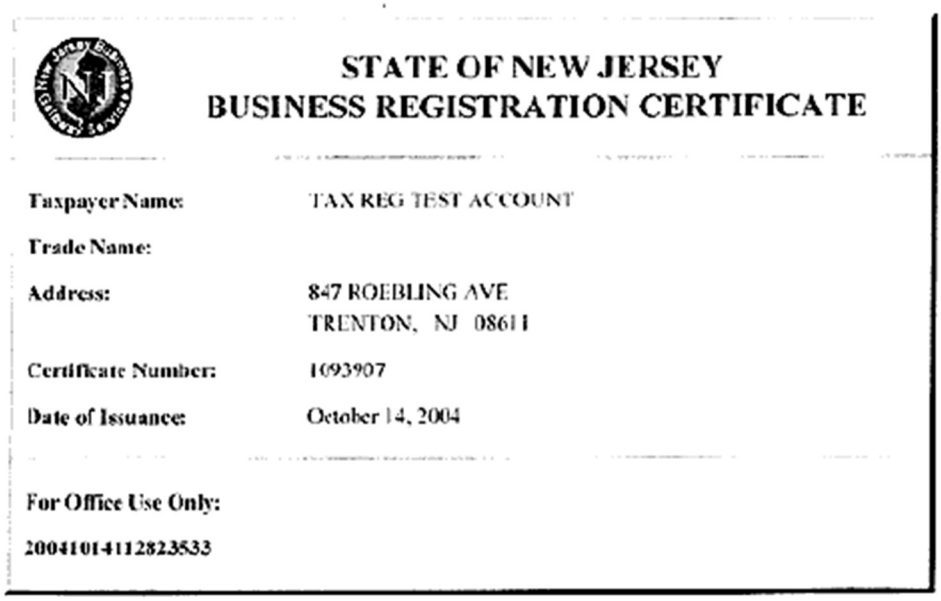
EFFECTIVE DATE:
01/01/01

Acting Director

FORM BRC(08-01)

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

SAMPLE



STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: TAX REG TEST ACCOUNT

Trade Name:

Address: 847 ROEBLING AVE
TRENTON, NJ 08611

Certificate Number: 1093907

Date of Issuance: October 14, 2004

For Office Use Only:

20041014112823533

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Part 1: Certification

BIDDERS ARE TO COMPLETE PART 1 BY CHECKING **EITHER BOX.**

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the

N.J. Division of Purchase and Property website at www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf. Bidders must review this list prior to completing the below certification. Failure to complete the certification may render a bidder's proposal non-responsive. If a person or entity is found to be in potential violation of law, the matter shall be referred to the State Attorney General who 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.

CHECK THE APPROPRIATE BOX:

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

OR

☐ I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as nonresponsive and

appropriate penalties, fines and/or sanctions will be assessed as provided by law.

Part 2 – Additional Information

PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN. You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activates in Iran on additional sheets provided by you.

Part 3: Certification

I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments there to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the Contracting Unit 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 Contracting Unit to notify the Contracting Unit in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the Contracting Unit and that the Contracting Unit at its option may declare any contract(s) resulting from this certification void and unenforceable.

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

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Date	Acknowledge Receipt (initial)

Acknowledged for (Name of Bidder): _____

By: _____

(Signature of Authorized Representative)

Name: _____

(Print or Type)

Title: _____

Date: _____

FORM NOT REQUIRED IF NO ADDENDA ISSUED

CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS

Pursuant to N.J.S.A. 52:32-60.1, et seq. and N.J.S.A.40A:11-2.2 (L. 2022, c. 3) any person or entity (hereinafter "Vendor") that seeks to enter into or renew a contract with a local contracting unit subject to the Local Public Contracts Law for the provision of goods or services, or the purchase of bonds or other obligations, must complete the certification below indicating whether or not the Vendor is identified on the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, available here: https://sanctionssearch.ofac.treas.gov/. If the Department of the Treasury finds that a Vendor has made a certification in violation of the law, it shall take any 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.

I, the undersigned, certify that I have read the definition of "Vendor" below, and have reviewed the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, and having done so certify

(Check the Appropriate Box)

○ A. That the Vendor is not identified on the OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus.

OR

○ B. That I am unable to certify as to "A" above, because the Vendor is identified on the OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus.

OR

○ C. That I am unable to certify as to "A" above, because the Vendor is identified on the OFAC Specially Designated Nationals and Blocked Persons list. However, the Vendor is engaged in activity related to Russia and/or Belarus consistent with federal law, regulation, license or exemption. A detailed description of how the Vendor's activity related to Russia and/or Belarus is consistent with federal law is set forth below.

_____

_____

_____

_____

_____

_____

(Attach Additional Sheets If Necessary.)

Signature of Vendor's Authorized Representative	Date
Print Name and Title of Vendor's Authorized Representative	Vendor's FEIN
Vendor's Name	Vendor's Phone Number
Vendor's Address (Street Address)	Vendor's Fax Number
Vendor's Address (City/State/Zip Code)	Vendor's Email Address

[i] Vendor means: (1) A natural person, corporation, company, limited partnership, limited liability partnership, limited liability company, business association, sole proprietorship, joint venture, partnership, society, trust, or any other nongovernmental entity, organization, or group; (2) Any governmental entity or instrumentality of a government, including a multilateral development institution, as defined in Section 1701(c)(3) of the International Financial Institutions Act, 22 U.S.C. 262r(c)(3); or (3) Any parent, successor, subunit, direct or indirect subsidiary, or any entity under common ownership or control with, any entity described in paragraph (1) or (2). NJ Rev. 1.22.2024