

PROJECT MANUAL
for
CC# 25-01
COMPETITIVE CONTRACT
POLICE OUTSIDE DUTY SERVICES

Township of Boonton, Morris County, N.J.

May 15, 2025, at 9:00A.M.

Competitive Contract Request for Proposals

Notice is hereby given by the Township of Boonton that a Competitive Contract in accord with N.J.S.A. 40A:11-4.1 will be received by the Township on **May 15, 2025, at 9:00A.M.** prevailing time. Sealed proposal submissions shall be mailed, or hand delivered to the Municipal Clerks Office of the Township of Boonton. 155 Powerville Road Boonton Twp, NJ 07005, before or no later than the date and time indicated. Proposals must be sealed and provided as follows: One (1) original sealed proposal, labeled “Original” and three (3) sealed copies of proposals, labeled “copies”, in addition one (1) electronic version of flash drive media shall be provided. All proposals shall bear the name and number of the procurement:

CC# 25-01 Police Outside Duty Competitive Contract

To obtain copies of Competitive Contract please contact

Norman Eckstein, CMFO, CTC, QPA
Phone 973.402.4003
neckstein@BoontonTownship.com

NOTE:

It is the bidder’s responsibility to ensure that the bid package is delivered by the bid opening date and time. Any bid document received after the deadline established by the Department of Purchasing will not be accepted, regardless of the method of delivery.

Bidders must comply with the requirements of N.J.S.A. 10:5-31 et seq., and N.J.A.C. 17:27 et. Seq.,

The Township of Boonton will award this Competitive Contract in accord with Price and Other Factors as outlined within N.J.S.A 40A:11-4.1 et. Seq., and N.J.A.C. 5:34-4.1 et. Seq.,

Report of Competitive Contract:

In accord with N.J.S.A. 40A:11-4.4(d) the summary report will be posted on the Township website at least 48 hours prior to the governing body taking action on award.

This procurement has been advertised in accordance with the “Fair and Open Basis” (N.J.S.A. 19:44A-20.5).

Date: April 11, 2025

Douglas Cabana
Business Administrator

Applicable to Bid if marked "X"	DOCUMENTATION REQUIRED OR REVIEWED	Initials	When Due, if not with Bid Submission
	Bid Guarantee (Bid Bond or Certified/Cashier's Check) (with POA for full amount of Bid Bond)		With Bid Submission
	Consent of Surety (Certificate from Surety company)		With Bid Submission
X	Performance Bond and Labor and Material Payment Bond (Required from the Awarded Contractor)		At signing of contract
	Maintenance Bond in the Amount of 100 % for a period indicated in "General Conditions" Required from the Awarded Contractor Upon Acceptance of Project		Upon Acceptance of Project
	Acknowledgement of Receipt of Addenda (To be Completed if Addenda are Issued)		With Bid Submission
X	Ownership Disclosure Form		With Bid Submission
	Named Subcontractors in Bid for Listed Specialty Trades		With Bid Submission
	Public Works Contractor Registration Certificate(s) for the Bidder and all Subcontractors		Prior to Award, but effective at time of bid
X	Business Registration Certificate – Bidder and all Subcontractors		Prior to Contract Award
X	Non-Collusion Affidavit		With Bid Submission
X	Experience and Qualifications		With Bid Submission
X	Insurance and Indemnification Certificate		Prior to Contract Award
X	Disclosure of Investment Activities in Russia Form		Prior to Contract Award
X	Disclosure of Investment Activities in Iran Form		Prior to Contract Award

			Award, Prior to Signing Contract
X	EEO/AA Form AA-302 or Letter of Federal Approval or Certificate of Employee Information Report		After Notice of Award, Prior to Signing Contract
X	Bidder's Checklist		With Bid Submission

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.

Bidder
Name: _____

Date: _____

Authorized
Representative: _____

Signature: _____

Print Name &
Title: _____

Management of Outside Special Details Township of Boonton Police Department

1. Purpose:

- a. The Township seeks the management and administration of the Police Department's Off-Duty Detail on their behalf (commonly referred to as "Extra Duty"). In accordance with Township Code, all patrol officers, sergeants and Lieutenants ("Boonton police officers") employed by the Township of Boonton Police Department may be permitted to perform extra-duty details for police-related matters for private or public entities subject to the terms and conditions of the Township Code and departmental policy.
- b. The successful bidder shall be responsible for the administration of all off- duty police details including requests for service, scheduling work, invoicing and collection of payments.
- c. Requests for off-duty work and scheduling shall be completed through a secure online platform, developed and provided by the contractor at its sole cost and a telephone assistance center.
- d. The contractor shall also remit detail payments to the Township securely, as payment shall be made to the officers through the Township payroll system.
- e. The contractor shall administer the off- duty program in accordance with the Township policies and regulations, with no substantial changes to the manner in which off-duty details are distributed.

2. Scope of work the Vendor shall:

- a. Handle the scheduling of all Police extra duty road job assignments.
- b. Coordinate payment by the vendors.
- c. Provide detailed officer payment instructions to the finance department twice a month (coordinating with payroll).
- d. Provide for cloud based scheduling and interface with existing police

scheduling software to accomplish service.

- e. Electronically send the funds to the Township to cover the extra duty payroll prior to the pay period.

3. Prices

- a. Please include a schedule of prices for your proposal.
- b. Proposal fees submitted shall be a percentage of the current hourly rate for off-duty detail worked.
- c. More specifically, it shall include all costs associated with program configuration, implementation, deployment training, any travel required and insurance.
- d. The Township shall not incur additional costs or fees associated with the program. All fees and costs to be charged and collected by the contractor for their services shall be passed on to the entity requesting extra duty services.
- e. Please also include a schedule of terms, conditions and finance rates/charges for client credit accounts.
- f. Reports are to be supplied to the Township by each Sunday following any work completed.
- g. Please acknowledge that the contractor agrees to pay the Township of for all services rendered. This would require the contractor to invoice the client for off-duty police services. -

4. Scheduling:

- a. The Township will provide a list of approved officers and guidelines for the approval of customers and details.
- b. The Township will provide the Vendor rules and regulations related to the manner in which the officers should be scheduled.
- c. Police officers shall not engage in extra-duty employment that interferes, conflicts with, or brings discredit to the Boonton Police Department or is managed outside of the extra duty program specified within this document.
- d. Vendor must utilize detail scheduling and management infrastructure which will enable:
 - i. Officers to view open details and their scheduled details either from a laptop, tablet, desk top or mobile device.
 - ii. Reminder online outreaches to Officers regarding details they've signed up for.
 - iii. Individual detail-level check-in and check-out capture in an online, documented manner.
 - iv. Extra duty detail reporting including but not limited to: calendar format scheduling, details summarized by time period, customer, Officer, or detail type.
 - v. Ability to award details base on "first come first served" basis, seniority or number of extra duty hours or details worked in prior week, month, quarter or year, or "card file" system in which details are offered to subsequent officers in a pre-determined revolving ordering. Ability to limit offering of specific details to pre-defined subgroups of Officers.

- vi. Training on how to use the scheduling and management infrastructure must be provided to the officers.

5. Prohibitions on certain assignments/conduct.

- a. Ensure Police Officers are not scheduled for extra-duty employment that requires them to:
- b. Serve or sell alcoholic beverages.
- c. Perform work as bouncers, doormen, or cashiers at nightclubs or bars
- d. Perform work for insurance agencies, collection agencies, private investigators, attorneys, bail bond agencies, or taxi companies.
- e. Perform work with wreckers or service stations that contract services with the Township of Boonton.
- f. Work or openly associate with convicted or known criminals.
- g. Perform extra-duty work that would require the employee to work more than eighteen (18) hours within a twenty-four (24) hour period without the prior approval of the Chief of Police or his/ her designee.

6. General:

- a. Neither the Township nor the Vendor will be responsible for acts of God (hurricanes, floods, etc.) or items beyond their control (power failures, etc.); however, both the Township and the Vendor will make every effort in an urgent manner to correct the problems and difficulties caused by such acts.

7. Review:

- a. The Vendor will permit the Township to review, at any time, all work performed under the terms of Agreement at any stage of the work.
- b. Books and Records:
- c. The Vendor will maintain or cause to be maintained all records, books, or other documents relative to date and time of job assignments, name of police officers assigned to jobs, all billing invoices, and extra duty business contracts.

8. Proposal Instructions

- a. Letter of Transmittal
- b. Briefly state the proposer's understanding of the work to be done and make a positive commitment to perform the work on a timely basis. State the fee for the engagement.
- c. Profile of Proposer
 - a. Indicate whether you are local, regional, national or international in the scope of your practice.
 - b. Indicate the address of your home office.
 - c. Indicate your experience in providing administrative services, including customer service, scheduling, billing, collections, payroll, and administrative services management.
 - d. Provide samples of the reports that will be provided to the Township and a description of the hardware and software that will be used for this engagement.

- e. Identify the key individuals who will be assigned to the Township of Boonton engagement. Describe their roles and provide a brief description of their professional experience in administrative services management.
- d. Please provide any additional information that you believe will assist the Township in making its selection.
- e. Please provide the fee for this service.

9. Fee

- a. Indicate your proposed fee for this engagement. Your stated fee should be all-inclusive and structured via an hourly percentage administrative fee added to each detail hour worked. Your fee should be proposed for each of the next five (5) years. Fee should include all out of pocket expenses.

10. Proposal Selection Criteria

- a. Vendors may be asked to present their proposals in-person to a selection committee and/or to respond to questions. Based on the information provided in the proposal and any additional information presented, a final selection will be made.
- b. The Township of Boonton reserves the right to reject any and/or all proposals submitted under N.J.S.A. 40A:11-13.2, or to request information from any vendor regarding the terms of the engagement.
- c. This procurement is being conducted as a competitive contract and will be decided upon price and other factors as defined with N.J.S.A. 40A:11-4.1 et. Seq.,
- d. Selection will be based upon Price and other factors to include technical ability, managerial ability, cost.
 - Weights will be announced at opening:
 - Managerial _____ 40 _____ %

- Technical _____ 40 _____ %
- Cost _____ 20 _____ %

11. QUESTIONS

All questions are to be directed to:

Norman Eckstein
Chief Financial Officer
Tax Collector
Qualified Purchasing Agent
Township of Boonton
155 Powerville Road
Boonton Township, NJ 07005
Phone 973.402.4003
neckstein@BoontonTownship.com

CC#25-01

POLICE OUTSIDE DUTY COMPETITIVE CONTRACT
% of fee for all revenue collected for the term of this proposal

Year 1 %

Year 2 %

Year 3 %

Year 4 %

Year 5 %

Company Name

Federal ID # or Social Security #

Address

Signature of Authorized Agent

Type or Print Name

Title:

Telephone Number

Date

Fax Number

E-mail address

SAMPLE RATING MATRIX NJSA 40A:11-4.1 ET. SEQ.,

<u>Technical criteria:</u>			
(Max Points)	1 Pt = Poor Response, 3 Points = Average Response, 5 Pts = Concise and Superior Response		
Vendor Name:			
(1) Does the vendor's proposal demonstrate a clear understanding of the scope of work and related objectives?			
(2) Is the vendor's proposal complete and responsive to the specific COMPETITIVE CONTRACT requirements?			
(3) Has the past performance of the vendor's proposed methodology been documented?			
(4) Does the vendor's proposal use innovative technology and techniques?			
Sub Total Technical	0	0	0
<u>Management criteria:</u>			
(Max Points)	1 Pt = Poor Response, 3 Points = Average Response, 5 Pts = Concise and Superior Response		
Vendor Name:			
(1) Does the vendor document a record of reliability of timely delivery and on-time and on- budget implementation?			
(2) Does the vendor document industry or program experience?			
(3) Are the availability of in- house and contract resources documented?			

Sub Total Managerial	0	0	0
<u>Cost criteria:</u>			
(Max Points)	1 Pt = Poor Response, 3 Points = Average Response, 5 Pts = Concise and Superior Response		
Vendor Name:			
(1)Relative cost: How does the cost compare to other similarly scored proposals?			
(2)Full explanation: Is the price and its component charges, fees, etc. adequately explained or documented?			
(3) Does the proposal include quality control and assurance programs?			
SUB TOTAL COST	0	0	0
Final Rater Score	0	0	0

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 et seq.

GOODS, GENERAL SERVICES, AND PROFESSIONAL SERVICES 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 county employment goals established in accordance with 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, 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; or

Employee Information Report Form AA-302 (electronically provided by the Division and distributed to the public agency through the Division's website at: http://www.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 N.J.A.C. 17:27-1.1 et seq.

NEW JERSEY ANTI-DISCRIMINATION PROVISIONS

N.J.S.A. 10:2-1 ET SEQ.

Pursuant to N.J.S.A. 10:2-1, if awarded a contract, the contractor agrees that:

- a. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;
- b. No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;
- c. There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and
- d. This contract may be canceled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract.

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

New Jersey Business Registration Certification

Pursuant to N.J.S.A. 52:32-44, **The Township of Boonton** ("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.

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

During the course of contract performance:

- (1) the contractor shall not enter into a contract with a subcontractor unless the subcontractor first provides the contractor with valid proof of business registration.
- (2) 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.
- (3) 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 the 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 into 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 <http://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 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.

SAMPLE BUSINESS REGISTRATION CERTIFICATE

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS		DEPARTMENT OF TREASURY DIVISION OF REVENUE PO BOX 252 TRENTON, N.J. 08646-0252
TAXPAYER NAME:	TRADE NAME:	
TAX REGISTRATION TEST ACCOUNT	CLIENT REGISTRATION	
TAXPAYER IDENTIFICATION#:	SEQUENCE NUMBER:	
970-097-382/500	0107330	
ADDRESS:	ISSUANCE DATE:	
847 ROEBLING AVE TRENTON NJ 08611	07/14/04	
EFFECTIVE DATE:	Acting Director	
01/01/01	<i>John S. Tully</i>	
FORM-BRC(08-01)	This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.	

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	

PAY TO PLAY ADVISORY

Disclosure Requirement

**P.L. 2005, Chapter 271, Section 3 Reporting (N.J.S.A.
19:44A – 20.27)**

Any business entity that has received \$50,000 or more in contracts from government entities in a calendar year will be required to file an annual disclosure report with ELEC.

The report will include certain contributions and contract information for the current calendar year.

At a minimum, a list of all business entities that file an annual disclosure report will be listed on ELEC's website at www.elec.state.nj.us.

If you have any questions please contact ELEC at: 1-888-313-
ELEC (toll free in NJ) or
609-292-8700

An analyst from ELEC's Special Programs Section will assist you.

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	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	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 **Township** 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 **Township to** notify the **Township** 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 **Township** to declare any contract(s) resulting from this certification void and unenforceable.

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

Experience & Qualifications Questionnaire

This questionnaire must be filled out and submitted as a part of the Proposal. Failure to complete this form or to provide any of the requested information will be grounds for the rejection of the bid proposal. If additional space is required, the respondent shall add additional sheets, which identify the question being answered.

Number of years in business under present name & address:

If less than 5 years, list previous names and address:

Within the last 5 years has the business or any officer/partner failed to complete a contract awarded to them:
_____. If yes, provide the details on a separate page.

Have any liens and lawsuits been filed against the company in the past 5 years:_____

If yes, please provide details:

List similar services you are now providing for which you have signed contract, but not yet started work:

List all major subcontractors to be used to complete the service and the area of their responsibility:

Experience & Qualifications Questionnaire

Please provide at least 3 references below:

Name: _____ **Phone:** _____

Address: _____

Equipment/Service Provided: _____

Contract Amount: _____

Name: _____ **Phone:** _____

Address: _____

Equipment/Service Provided: _____

Contract Amount: _____

Name: _____ **Phone:** _____

Address: _____

Equipment/Service Provided: _____

Contract Amount: _____

Name:

Phone:

Expérience & Qualifications Questionnaire

Address:

Equipment/Service Provided:

Contract Amount:

Americans with Disabilities Act of 1990

The CONTRACTOR and the OWNER do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "ACT") (42 U.S.C~ S12101 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 thereto, are made a part of this contract. In providing any act 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 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 must 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 proceedings 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.

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.

Disclosure of Investment Activities in Iran

Person or Entity

Part 1: Certification

COMPLETE PART 1 BY CHECKING **EITHER BOX.**

Pursuant to Public Law 2012, c. 25, any person or entity that is a successful bidder or proposer, 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 parent entity, subsidiary, or affiliate is identified on the State Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The list is found on Treasury's website at www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf.

The Chapter 25 list must be reviewed prior to completing the below certification. If a vendor or contractor is found to be in violation of law, action may be taken as appropriate and as may 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 certify, pursuant to Public Law 2012, c. 25, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate thereof 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 person or entity and/or a parent entity, subsidiary, or affiliate thereof is listed on the N.J. Department of the Treasury'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.

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 person or entity, or a parent entity, subsidiary, or affiliate thereof engaging in investment activities in Iran below and, if more space is needed, on additional sheets provided by you.

Part 3: Certification of True and Complete Information

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 **Township** 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 **Township** to notify the **Township** 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 **Township** and that the **Township** at its option may declare any contract(s) resulting from this certification void and unenforceable.*

Full Name (Print)		Title	
Signature		Date	



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

Pursuant to N.J.S.A. 52:32-60.1, et seq. ([L. 2022, c. 3](#)) any person or entity (hereinafter “Vendorⁱ”) that seeks to enter into or renew a contract with a State agency 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 (Township/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).

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