

**REQUEST FOR PROPOSALS
FOR**

**CERTIFIED CONTRACTOR FOR
EMERGENCY SERVICE WORK**

**SUBMISSION DEADLINE
AT WHICH TIME PROPOSAL WILL BE OPENED IS:**

**MAY 17, 2018
AT
10:00AM**

ADDRESS ALL PROPOSALS TO:

**TOWNSHIP OF MONROE
ATTN: SUSAN McCORMICK, MUNICIPAL CLERK
125 VIRGINIA AVENUE
WILLIAMSTOWN, NEW JERSEY 08094**

GENERAL INFORMATION & SUMMARY

Organization Requesting Proposal

Township of Monroe
125 Virginia Avenue
Williamstown, NJ 08094

Contact Person(s)

Kevin W. Heydel
Business Administrator
(856) 728-9800 x 202

Rosemary Flaherty
Director of Community Development
(856) 728-9800 x 270

Purpose of Request

This Request for Proposals (RFP) is intended to provide interested certified contractors with sufficient information to guide them through the development of their proposals to submit for consideration by the Township of Monroe, Gloucester County, State of New Jersey, for emergency service work.

The terms used and conditions imposed in this RFP are not intended to imply or denote a particular certified contractor nor are they to be constructed as restrictive in any way.

In responding to the RFP, it is important that all consults follow the prescribed format so that each certified contractor will be providing comparable data to that submitted by other certified contractors and thus be assured of fair and objective treatment in the Township's review and evaluation process.

Scope of Work

The Township of Monroe is located in Gloucester County, New Jersey and is seeking up to six (6) certified contractors for emergency service work remediation within the Township of Monroe. The Township of Monroe's population has approximately 36,129 residents.

The most important element to defining an emergency is that an immediate response is necessary to prevent damage or lessen the loss of property. Gradual and progressive deterioration does not qualify as emergency. Emergency Repairs shall be completed due to public safety, health and welfare determined by the designated officials of Monroe Township.

The Township of Monroe is seeking RFPs for at least one (1) and up to six (6) certified contractors for emergency remediation and fees for services as set forth below.

- Winterization: All properties should be winterized between October 1 and March 31 of each Calendar Year. Properties should be winterized only once per year. The property may be re-winterized only if the initial winterization is deemed to be no longer effective. Emergency services include shutting water supply off, complete draining of all plumbing and heating systems.
 - Snow Removal – up to \$75 one time only if needed to secure property
 - Winterization/De-winterization – up to \$200 for first unit and up to \$80 per each additional unit

- Personal Property: The servicer may remove personal property when a public safety, health and welfare issue is deemed necessary by the designated officials. This includes house cleanouts left on the property or at the curb, vehicles, boats, recreational vehicles, and trailers, motorcycles, building materials, clothing, furniture, lawn and garden equipment. The disposal of the work is to be taken to the landfill at the contractors’ expense and a receipt and photos of the same shall be attached to the invoice submitted to the Township for reimbursement. Prior to the removal of any personal property, all efforts shall be made to contact the last occupant or owner of the property.
 - An invoice for services must be provided to the Township for approval prior to the removal of any personal property.

- Roof Repair: When an active leak is discovered at a property, appropriate measures should be taken to preserve the Property by stopping the leak, this does not include roof replacement and flat roofs shall not be tarped.
 - Tarping and Patchwork: This type of repair may only be utilized when necessary. Up to \$400 for 10x20 sq. ft. area
 - An invoice for services must be provided to the Township for approval prior to any other required repairs.

- Boarding: Properties shall be boarded up when a public safety, health and welfare issue is confirmed by the designated official deems necessary. Properties will be boarded per the Property Maintenance Code and photos shall accompany the invoice along with a detailed description of the work done per cost.
 - Windows – Small, 75 UI or less \$60
Medium, 76-100 UI \$80
Large, 101-125 UI \$100
 - Slider Door – Up to \$160
 - Security Door – Up to \$250
 - Crawl Space – Up to \$60

- Lock Changes and Securing: Servicers are required to secure rear or secondary doors on vacant and abandoned properties, including main dwelling and outbuildings.
 - Knoblock or Knoblock and Deadbolt – Up to \$60
 - Padlock or Padlock and Hasp – Up to \$40
 - Slider Lock – Up to \$25
 - Window Lock – Up to \$25

- Health and Safety: Refrigerator/Freezer - Allows for the cleaning including the removal of all perishables from both the refrigerator and freezer sections and a wipe down of the appliance's interior and exterior.
 - Cleaning Refrigerator or Cleaning Stand Alone Freezer – Up to \$100 each

- Toilet / Bathroom: Allows for the cleaning and/or replacement when fecal matter is present. The allowable costs include toilet brush, wiping down exterior and winterizing if in season.
 - Cleaning Toilet(s) – Up to \$75 each

- Gas / Water: Bare wires and uncapped or open gas/water lines are required to be capped regardless of utility status.
 - Capping Wires – Up to \$10 each
 - Capping Gas/Water – Up to \$50 each

- Fuel Removal: Removal of gas can(s), propane tank(s), grill(s), lawn equipment and any other piece of equipment that contains combustible products.
 - Removing gas can(s) or Propane tank(s) – Up to \$15 each

- Swimming Pool: Servicers are required to drain, secure and tarp or board here required when the pool is found to be a public safety, health or welfare concern. Allowable costs include, draining, securing, locking gates and repairing gate and fence panels that surround the pool/hot tub. Securing is defined by securing all gates, Fences, locks and making sure they are intact, secured and a minimum of 4' high or per the UCC code.
 - Initial Service and Securing – Up to \$400

- Demolition: If a property is deemed to be structurally unsound, court proceedings may or may not be taken into consideration in order for the servicer to demolish said building depending on the nature of the emergency. Prior to any demolition, meaning the full and complete destruction of a structure, or portion of a structure, a full description of the emergency shall be provided in writing to the Township Official and Township Business Administrator with a proposal, photos, and detailed demolition plan for approval to demolish. Prior to the demolition of a structure that has been deemed unsafe, the Township shall adhere to all notice requirements to provide to the owner/mortgagees as required by law.
- Yard Maintenance: Debris removal should be approved upon submission of a proposal, an outline of the work and the description of the emergency and cost to perform the work before being approved by the Township. The yard and its surroundings should be in compliance upon completion of the yard maintenance.
- Tree and Shrub trimming should be approved upon submission of a proposal, an outline of the work and the description of the emergency and cost to perform the work before being approved by the Township.

The certified contractor must be available 24 hours per day. They must be staffed to accommodate all aspects of the emergency work listed above. The approved Contractors' company will be placed alphabetically on the list and the emergency work to be performed by the Contractors shall be on a rotating basis.

Submission of Proposals

Each proposal must furnish all information requested by this RFP in the format specified. Promotional literature and other documents will not be considered as part of the evaluation.

All responses must be submitted in sealed envelopes bearing on the outside the name of the proposer, their address and "Request for Proposal for Certified Contractor for Emergency Service Work". Responses must be addressed to the attention of:

Township of Monroe
Attn: Susan McCormick, Municipal Clerk
125 Virginia Avenue, Williamstown NJ 08094

All responses shall also include the following fully completed and executed documents:

Non-Collusion Affidavit, Mandatory Equal Employment Opportunity Language,
Required Evidence of Affirmative Action Regulation, Mandatory Affirmative Action Language,
Americans with Disabilities Act of 1990 Equal Opportunity for Individuals with Disability,
Statement of Ownership Disclosure, Disclosure of Investment Activities in Iran,
New Jersey Business Registration Certificate, Proof of Insurance

Proposals Forwarded through the Mail

Must contain the following statement on the envelope:

“THIS IS A SEALED RESPONSE TO REQUEST FOR PROPOSAL AND SHALL NOT BE OPENED AND READ UNTIL THURSDAY, MAY 17, 2018 AT 10:00 A.M. BY THE TOWNSHIP CLERK OR A REPRESENTATIVE OF THE TOWNSHIP CLERK’S OFFICE”

The Township will not assume responsibility for proposals not delivered in person to the Township Clerk at the opening.

Receipt of Proposals

All proposals must be received before or at the time and date specified in the Notice. No proposal will be received after the specified time.

OVERVIEW

Contractors (and any subcontractors) submitting a proposal are required to maintain and provide proof of the following:

- General Liability Insurance (\$1,000,000 minimum)
- Workers Compensation Insurance (\$500,000)
- Business Automobile Liability (\$1,000,000)

No Contractor or subcontractor who is the recipient of Township of Monroe funds, or who proposes to perform any work or furnish any goods under this agreement shall discriminate against any worker, employee, applicant, or any member of the public because of race, color, sex, gender, sexual orientation, religion, age, marital status, national origin, veterans status, physical or mental disability or perceived disability, or other criteria protected by law. Discriminatory practices based on the foregoing are declared to be contrary to the public policy of the Township. The Township of Monroe complies with all equal Employment Opportunity requirements.

The Township of Monroe does not discriminate in the admission of, or employment in, its programs, activities or services. Minority and women owned businesses, as well as Contractors located in the Township or Gloucester County, are encouraged to submit proposals.

All contractors must adhere to the provisions of the Public Works Contractor Registration Act – N.J.S.A.34:11-56.48 et seq. The PWCRA requires that “*No contractor shall bid on any contract for public work...unless the contractor is registered pursuant to this act.*” The law requires that all contractors and sub-contractors named in the proposal possess a valid certificate at the time the proposal is received by the Township.

Evaluation of Proposals

All proposals will be reviewed by the Mayor, Business Administrator and Director of Community Development. Following the proposal review process, contractors will be selected for an interview, if necessary. The interview will be conducted by the Mayor and/or Director of Community Development. Following the contractors' interviews, the Mayor and Director of Community Development will make a recommendation to the Township Council of their selection of at least one (1) and up to six (6) certified contractors.

Based on the findings, the Mayor and Township Council may desire follow-up or further study of specific recommendations.

Any proposal determined to be non-responsive to any of the minimum evaluation criteria of this RFP may be disqualified. The Township may determine that the non-responsiveness is not substantial and can be clarified. In such case, the Township may allow the contractor to make minor corrections and apply the changes in the evaluation.

Clarification of Proposals

Certified contractors may be required to discuss or clarify its proposal with the Township at any time during the selection and evaluation process.

Rejection of Proposals

The Mayor and Township Council reserves the right to reject any or all proposals, in response to the RFP. Furthermore, a contractor's proposal will be rejected if the contractor fails to:

- Adhere to one or more of the provisions established in the RFP
- Submit its proposal in the format specified
- Supply the minimum information requested in the RFP
- Meet most of the application criteria as specified
- Submit its proposal to the required address before or on the deadline
- Submit a cost proposal
- Provide trustful and accurate information in its proposal

Withdrawal of Proposals

Proposals may be withdrawn by written notice received by the Township at any time prior to the award.

Reservations

The Mayor and Township Council reserves the right to waive irregularities and technicalities, to request re-submissions, and to award proposals as the Township Council deems will best serve the interest of the Township of Monroe.

Proposal Limitations

This RFP is not intended to be an offer, order or contract and should not be regarded as such, nor shall any obligation or liability be imposed on the Township of Monroe by issuance of this RFP.

Proprietary Information

Any proposal submitted may become public information. Proprietary information such as client lists and non-public financial statement may be protected under limited circumstances. Pricing and service elements are not considered proprietary. An entire proposal may not be marked as proprietary. Proposers must clearly identify in the proposal any specific proprietary information they request be protected. Proposals may be reviewed and assessed by any person at the discretion of the Township of Monroe. All materials submitted become the property of the Township of Monroe and may be returned only at the Township of Monroe's option.

Responsibilities of Certified Contractor

The successful contractor will be considered as the prime contractor and will be required to assume total responsibility for the delivery of the proposal. The Township will consider the successful contractor to be the sole point of contact with regard to all contractual matters, including performance or service unless otherwise stated.

Prior to final selection, contractor may be required to submit additional information that the Township may deem necessary to determine the contractor's qualifications.

Firm Price

Prices as set forth under Scope of Work shall be firm and not subject to increase during the term of any contractual agreement arising between the Township and the successful contractor as a result of this RFP, with the exception of invoices for services that need prior approval from the Township.

Execution of Contract

Upon the acceptance of the proposal, the Township shall enter into a Contract with the Certified Contractor.

No Assignment

Assignment by the successful contractor to any third party shall be prohibited and will not be recognized by the Township unless approved by the Township in writing.

Method of Payment

Contractor shall be paid in accordance with the Contract document upon receipt of an invoice, including an itemized, detailed description of all work performed, and a properly executed voucher. After approval by the Township of Monroe, the payment voucher shall be placed in line for prompt payment.

General Terms and Conditions

- A. If the successful contractor fails to perform the work or performs the work in a deficient manner, the Township of Monroe may procure the articles or services from other sources, deduct the cost of the replacement and/or performance from money due to the contractor under the contract, and hold the contractor responsible for any excess cost occasioned thereby.
- B. No proposer shall influence, or attempt to influence or cause to be influenced, any Township of Monroe officer or employee to use his/her official capacity in any manner which might tend to impair the objectivity or independence of judgment of said officer or employee.
- C. No proposer shall call or influence, or attempt to cause or influence, any Township of Monroe officer or employee to use his/her official capacity to secure unwarranted privileges or advantages for the proposer or any other person.
- D. The Township of Monroe shall not be responsible for any expenditure of monies or their expenses incurred by the proposer in making its proposal.
- E. Any prospective proposer who wishes to challenge a proposal specification shall file such challenges in writing with the Township of Monroe's Business Administrator no fewer than three (3) business days prior to the opening of the proposals. Challenges filed after that time shall be considered void and have no impact on the contracting unit or the award of the contract.
- F. The checklist, affidavits, notices and the like presented at the end of this Request for Proposal are a part of this Request for Proposal and shall be completed and submitted as part of this proposal.

Proposal Submission and Requirements

Proposals shall address all requested information. Any additional information that a proposer wishes to include that is not specifically requested should be included in an appendix to the proposal. Proposers are encouraged to keep the proposals brief and to the point, but sufficiently detailed to allow evaluation. Responses must include the following:

1. Introduction:

Provide general information and background about the company.

2. Organization Capabilities:

Describe the company's experience and capabilities in providing the requested services, including, but not limited to, the company's organization, size, structure, office location(s), and past experience in providing the requested services.

3. List of Equipment:

Provide a list of the Company's equipment available for use for the performance of the requested services.

4. References:

The certified contractor will submit the names, addresses, phone numbers, fax numbers, and email addresses (if available) of three (3) references for whom this type of study/consulting work was performed. In addition, the contractor will supply two (2) additional references for whom other types of work was performed and identify the scope of work performed.

REQUEST FOR PROPOSAL CHECKLIST

THIS CHECKLIST MUST BE COMPLETED AND SUBMITTED WITH YOUR PROPOSAL.

**Please initial below, indicating that your proposal includes the itemized document
A PROPOSAL SUBMITTED WITHOUT THE FOLLOWING DOCUMENTS IS CAUSE FOR REFUSAL.**

- | | Initial Below |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|
| A. An original with three (3) copies of complete proposal and a CD | _____ |
| B. Non-Collusion Affidavit properly notarized | _____ |
| C. 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 | _____ |
| D. Required Evidence of Affirmative Action Regulation | _____ |
| E. Mandatory Affirmative Action Language | _____ |
| F. Americans with Disabilities Act of 1990
Equal Opportunity for Individuals with Disability | _____ |
| G. Statement of Ownership Disclosure, properly notarized, listing the names
of all persons owning ten (10) percent or more of the proposing entity | _____ |
| H. Disclosure of Investment Activities in Iran | _____ |
| I. Authorized signatures on all forms | _____ |
| J. Business Registration Certificate(s) | _____ |
| K. Proof of General Liability Insurance, Workers Compensation Insurance
and Business Automobile Liability Insurance | _____ |

Note: N.J.S.A. 52:32-44 provides that the Township of Monroe shall not enter into a contract for goods or services unless the other party to the contract provides a copy of its business registration certificate for the State of New Jersey, and the business registration certificate of any subcontractors, at the time that it submits its proposal. The contracting party must also collect the state use tax where applicable.

THE UNDERSIGNED HEREBY ACKNOWLEDGES THE ABOVE LISTED
REQUIREMENTS

NAME OF PROPOSER:

Person, Firm or Corporation

By:

(Name)

(Title)

NON-COLLUSION AFFIDAVIT

State of New Jersey

SS

County of _____

I, _____ residing in _____ in the
(name of affiant) (name of municipality)

County of _____ and the 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 Proposer making this Proposal entitled **REQUEST FOR PROPOSALS FOR CERTIFIED CONTRACTOR FOR EMERGENCY SERVICE WORK**, and that I executed the said proposal with full authority to do so; that said proposal 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 **Township of Monroe** 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 _____. (N.J.S.A. 52:34-15)
(Name of Contractor)

(Type or print name of affiant under signature)

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

Notary Public

(Corporate Seal)

My commission expires _____

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

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

The contractor or subcontractor agrees to make good faith efforts to afford equal employment opportunities to minority and women workers consistent with Good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2, or Good Faith efforts to meet targeted county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

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

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

In conforming with the 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, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

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

Letter of Federal Affirmative Action Plan Approval Certificate of Employee Information

Report Employee Information Report Form AA302

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance 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 Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27**

**REQUIRED EVIDENCE
AFFIRMATIVE ACTION REGULATIONS
P.L. 1975, C. 127 (N.J.A.C. 17:27)**

If awarded a contract, all procurement and service contractors will be required to comply with the requirements of P.L. 1975, c. 127, (N.J.A.C. 17:27). Within seven (7) days after receipt of the notification of intent to award the contract or receipt of the contract, whichever is sooner, the Contractor should present one of the following to the Purchasing Agent:

1. A photocopy of a valid letter from the U.S. Department of Labor that the Contractor has an existing federally-approved or sanctioned Affirmative Action Plan (good for one year from the date of the letter).

OR

2. A photocopy of approved Certificate of Employee Information Report.

OR

3. An Affirmative Action Employee Information Report (Form AA302)

OR

4. All successful construction Contractors must submit within three (3) days of the signing of the contract an Initial Project Manning Report (AA201) for any contract award that meets or exceeds the Public Agency bidding threshold (available upon request).

**NO FIRM MAY BE ISSUED A CONTRACT UNLESS IT COMPLIES WITH THE
AFFIRMATIVE ACTION REGULATIONS OF P.L. 1975, c. 127.**

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The following questions must be answered by all prospective proposers:

1. Do you have a federally-approved or sanctioned Affirmative Action Program?

Yes _____ No _____

- a. If yes, please submit a copy of such approval.

2. Do you have a Certificate of Employee Information Report approval?

Yes _____ No _____

- a. If yes, please submit a copy of such certificate.

The undersigned Contractor certifies that it is aware of the commitment to comply with the requirements of P.L. 1975, c. 127 and agrees to furnish the required documentation pursuant to the law.

Company: _____

Signature: _____

Title: _____

NOTE: A Contractor's proposal must be rejected as non-responsive if a Contractor fails to comply with the requirements of P.L. 1975, c. 127 within the time frame.

AMERICANS WITH DISABILITIES ACT OF 1990

Equal Opportunity for Individuals with Disability

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

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

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

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

(Signature)

Date

STATEMENT OF OWNERSHIP DISCLOSURE

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

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

Name of Organization: _____

Organization Address: _____

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

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

Part II

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

OR

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

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

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

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

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

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

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

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

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the Township of Monroe 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 the Township of Monroe to notify the Township of Monroe 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 of Monroe to declare any contract(s) resulting from this certification void and unenforceable.

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

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

PART 1: CERTIFICATION

BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX

**FAILURE TO CHECK EITHER BOX WILL RENDER THE PROPOSAL
NON-RESPONSIVE**

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders must review this list prior to completing the below certification. Failure to complete the certification will render a bidder's proposal non-responsive. If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

PLEASE CHECK EITHER BOX (*mandatory*):

- I certify, pursuant to Public Law 2012, c. 25, that neither the person/entity listed above nor any of the entity'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.

OR

- I am unable to certify as above because I or the bidding entity and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART 2

**PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT
ACTIVITIES IN IRAN**

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, USE ADDITIONAL PAGES.

Name: _____

Relationship to Bidder/Vendor: _____

Description of Activities: _____

Duration of Engagement: _____ Anticipated Cessation Date: _____

Bidder/Vendor: _____

Contact Name: _____ Contact Phone Number: _____

Certification (mandatory): I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the below-referenced person or entity. I acknowledge that the Township of Monroe 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 contracts with the Township of Monroe to notify the Township of Monroe 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 agreements(s) with the Township of Monroe and that the Township of Monroe at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): _____

Signature: _____

Title: _____ Date: _____

Bidder/Vendor: _____