

**NOTICE TO BIDDERS  
BOROUGH OF HIGHLANDS  
NOTICE OF REQUEST FOR BIDS PURSUANT TO THE LOCAL LANDS AND BUILDINGS  
LAW N.J.S.A. 40A:12-1 *et. seq.* FOR LEASE OF BOROUGH OWNED PROPERTY**

NOTICE IS HEREBY GIVEN that sealed bids will be received by the Borough Clerk for the Borough of Highlands, County of Monmouth, State of New Jersey on May 1<sup>st</sup> 2018 at 12:00p.m. 42 Shore Drive, Borough of Highlands, New Jersey 07732 at which time and place bids will be opened and read in public for:

The lease of a Borough-owned parcel of property located at Block 56 Lot 13 on the tax map of the Borough of Highlands.

The Borough approved a lease for the purpose of operating a parking lot.

The Borough of Highlands wishes to fix a minimum rental with the reservation of the right to reject all bids where the highest bid is not accepted.

Lease of the property designated as Block 56, Lot 13 on the Tax Map of the Borough of Highlands on a non-exclusive basis, in accordance with the requirements of N.J.S.A. 40A:12-14(a), with a minimum annual rental sum of \$6,000 to be paid in twelve (12) equal monthly installments of \$500 per month, wherein the term of the lease would be for an initial term of one (1) year with the option to continue the said lease for up to four (4) consecutive additional terms of one (1) year each at the option of the Borough.

All bidders are responsible for obtaining complete bid documentation. In the event of any inconsistencies between this advertisement, as published, and the bid documentation, the bid documentation shall control.

Bidders are required to comply with the requirements of N.J.S.A. 10:5-31 *et seq.* and N.J.A.C. 17:27-1 *et seq.*

Kimberly Gonzales  
Borough Administrator, Q.P.A.

Publication dates: Two River Times - 04/12/2018 & 04/19/2018

## **SUBMISSION OF PROPOSALS**

1. Sealed proposals shall be received by the contracting unit, hereinafter referred to as "Borough," in accordance with public advertisement as required by law, with a copy of the notice being attached hereto and made a part of the Scope of Services.
2. Sealed proposals will be received by the location at the time and location as stated in the Notice to Vendors.
3. The proposal(s) shall be submitted in a sealed envelope: (1) addressed to the Borough, (2) bearing the name and address of the Vendor written on the face of the envelope, and (3) clearly marked "PROPOSAL" with the contract title, "Lease of Borough Owned Property". There shall be one (1) original, and two (2) paper copies of the proposal submitted.
4. It is the Vendor's responsibility that proposals are presented to the Borough at the time and at the place designated. Proposals may be hand delivered or mailed; however, the Borough disclaims any responsibility for proposals forwarded by regular or overnight mail. If the proposal is sent by express mail service, the designation in sub-section 3, above, must also appear on the outside of the express mail envelope. Proposals received after the designated time and date will be returned unopened.
5. Sealed proposals forwarded to the Borough before the time of opening of proposals may be withdrawn upon written application of the Vendor who shall be required to produce evidence showing that the individual is or represents the principal or principals involved in the proposal. Once proposals have been opened, they shall remain firm for a period of sixty (60) calendar days.
6. The entire proposal section of the proposal package is to be returned completed. All proposals must be made upon the proposal forms attached hereto, and should give the unit price in figures and the total price for the work, both in words and in figures, and must be signed and acknowledged by the Vendor, in accordance with the directions in the Proposal. All prices and amounts must be written in ink or preferably machine-printed on the forms provided only. Proposals containing any conditions, omissions, unexplained erasures or alterations, items not called for in the proposal form, attachment of additive information not required by the Scope of Services, or irregularities of any kind, may be rejected by the Borough. Any changes, whiteouts, strikeouts, etc. in the proposal must be initialed in ink by the person signing the proposal.
7. Each proposal form must give the full business address, business phone, fax, e-mail if available, the contact person of the Vendor, and be signed by an authorized representative as follows:
  - Proposals by partnerships must furnish the full name of all partners and 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.
  - Proposals 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.
  - Proposals by sole-proprietorship shall be signed by the proprietor.
  - When requested, satisfactory evidence of the authority of the officer signing shall be furnished.
8. Vendor should be aware of the following statutes that represent "Truth in Contracting" laws:
  - N.J.S.A. 2C:21-34, et seq. governs false claims and representations by Vendors. It is a serious crime for the Vendor 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 Vendor commits a crime if said person, directly or indirectly, confers or agrees to confer any benefit not allowed by law to a public servant.

- Vendor should consult the statutes or independent legal counsel for further information.

## **INTERPRETATION AND ADDENDA**

1. The Vendor understands and agrees that its proposal is submitted on the basis of the RFP/BID prepared by the Borough. The Vendor accepts the obligation to become familiar with the Scope of Services.
2. Vendors are expected to examine the Scope of Services and related proposal documents with care and observe all their requirements. Ambiguities, errors or omissions noted by Vendors should be promptly reported in writing to the appropriate official. Any prospective Vendor who wishes to challenge a proposal's Scope of Services shall file such challenges in writing with the contracting agent no less than three (3) business days prior to the opening of the proposals. Challenges filed after that time shall be considered void and having no impact on the contracting unit or the award of a contract pursuant to N.J.S.A. 40A:11-13. In the event the Vendor fails to notify the Borough of such ambiguities, errors or omissions, the Vendor shall be bound by the requirements of the Scope of Services and the Vendor's submitted proposal.
3. No oral interpretation and or clarification of the meaning of the Scope of Services will be made to any Vendor. Such request shall be in writing, addressed to the Borough's administrator. In order to be given consideration, a written request must be received at least seven (7) business days prior to the date fixed for the opening of the proposal for goods and services.

All interpretations, clarifications and any supplemental instructions will be in the form of written addenda to the RFP/BID, and will be distributed to all prospective Vendors via the Borough's website ([www.highlandsborough.org](http://www.highlandsborough.org)). All addenda so issued shall become part of the RFP/BID and proposal documents, and shall be acknowledged by the Vendor in the proposal. The Borough's interpretations or corrections thereof shall be final.

When issuing addenda, the Borough shall provide required notice prior to the official receipt of proposals to any person who has submitted a proposal or who has received a proposal package pursuant to N.J.S.A. 40A:11-23c.1.

### **4. Discrepancies in Proposals**

- If the amount shown in words and its equivalent in 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 the extended totals shall govern.

## **INSURANCE AND INDEMNIFICATION**

**The Vendor shall be required to have the following insurance coverage. Said coverage shall be applicable to this proposal and be made a part of the proposal documents:**

### INSURANCE REQUIREMENTS

#### √ Worker's Compensation Insurance

Workers Compensation insurance shall be maintained in full force during the life of the contract, covering all employees engaged in performance of the contract pursuant to N.J.S.A. 34:15-12(a) and N.J.A.C. 12:235-1.6.

#### √ General Liability Insurance

The Vendor shall furnish evidence to the Borough prior to the work he/she or any of his/her subcontractors perform and will provide Standard Vendor's Liability for any operations to be performed by vendor or subcontractors as follows:

General liability insurance shall be provided with limits of not less than \$1,000,000 for any occurrence and \$1,000,000 aggregate for bodily injury and property damage, coverage shall be maintained in full force during the life of the contract.

#### √ Professional Liability Insurance

Professional liability insurance covering Vendor for claims arising from its representation of the municipality with limits of not less than \$1,000,000 for any one occurrence, which shall be claim based, and coverage shall be maintained in full force during the life of the contract.

## **CERTIFICATES OF THE REQUIRED INSURANCE**

Certificates of Insurance for those policies required shall be with an insurance company authorized to do business in the State of New Jersey and shall name the Borough as an additional insured.

Self-insured Vendors shall submit an affidavit attesting to their self-insured coverage and shall name the Borough as an additional insured.

## **INDEMNIFICATION**

The Vendor shall indemnify, defend, and save harmless the Borough, at the vendors own cost and expense, from and against all losses and all claims, demands, payments, suits, actions, recoveries and judgments of every nature and description brought or recovered against him, by reason of any act or omission of the said Vendor, his agents or employees, in the delivery of services, execution of the work, or in the guarding of it.

The Vendor shall, and is hereby authorized to, obtain and pay for such insurance, naming as one of the assured, the Borough of Highlands, as will protect the Borough from its contingent liability under this contract, and the Borough's right to enforce against the Vendor any provision of this article shall be contingent upon full compliance by the Borough with the terms of such insurance policy or policies, a copy of which shall be deposited with the Borough.

## **PRICING INFORMATION FOR PREPARATION OF PROPOSALS**

1. The Borough is exempt from any local, state or federal sales, use or excise tax.
2. The prices shall remain firm for the contract period(s). The prices shall include the delivery and furnishing of all materials, travel time, travel expenses, and the performance of all labor and services necessary for proper completion of the work, except such as may be otherwise expressly provided in the Contract Documents.
3. Vendor shall be responsible for obtaining any applicable permits or licenses from any government entity that has jurisdiction to require the same. All proposals submitted shall have included this cost.
4. Vendors shall insert prices for furnishing goods and services required by the Scope of Services. Prices shall be net, including any charges for shipping, handling, copying, compiling, packing, etc. All transportation charges shall be fully prepaid by the Vendor. The Borough shall not be responsible for delivery costs or travel costs of any type.

## **STATUTORY AND OTHER REQUIREMENTS**

**Where applicable, the following are mandatory requirements of this proposal and contract.**

### **1. MANDATORY AFFIRMATIVE ACTION CERTIFICATION**

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. The following information summarizes the full, required regulatory text, which is included as Appendix A of this proposal Scope of Services.

- Goods and Services (including professional services) Contracts

Each Vendor 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:

- i. A photocopy of a valid letter that the Vendor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter); or
- ii. A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4; or
- iii. A photocopy of an Employee Information Report (Form AA 302) provided by the Division and distributed to the public agency to be completed by the Vendor in accordance with N.J.A.C. 17:27-4.

- Maintenance/Construction Contracts (N/A)

After notification of award, but prior to signing the contract, the Vendor shall submit to the public agency compliance officer and the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division) an initial project workforce report (Form AA201) provided to the public agency by the Division for distribution to and completion by the Vendor, in accordance with N.J.A.C. 17:27-7.

The Vendor shall also submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of the contract to the Division and to the public agency compliance officer. The Vendor shall also cooperate with the public agency in the payment of budgeted funds, as is necessary, for on-the job and/or off-the-job programs for outreach and training of minorities and women.

## 2. AMERICANS WITH DISABILITIES ACT OF 1990

Discrimination on the basis of disability in contracting for the purchase of goods and services is prohibited. Vendors are required to read Americans with Disabilities language that is included as Appendix B of this Scope of Services and agree that the provisions of Title II of the Act are made a part of the contract. The Vendor is obligated to comply with the Act and to hold the Borough harmless.

## 3. STOCKHOLDER DISCLOSURE

N.J.S.A. 52:25-24.2 provides that no corporation or partnership 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 proposal or accompanying the proposal of said corporation or partnership, Vendors shall submit a statement setting forth the names and

addresses of all stockholders in the corporation or partnership who own ten percent or more of its stock of any class, or of all individual partners in the partnership who own a ten percent or greater interest therein. The included Statement of Ownership (P-2) shall be completed and attached to the proposal. This requirement applies to all forms of corporations and partnerships, including, but not limited to, limited partnerships, limited liability corporations, limited liability partnerships and Subchapter S corporations. Failure to submit a stockholder disclosure document shall result in rejection of the proposal.

## 4. PROOF OF BUSINESS REGISTRATION

N.J.S.A. 52:32-44 requires that each Vendor (Vendor) submit proof of business registration with the proposal. Proof of registration shall be a copy of the Vendor's Business Registration Certificate (BRC). A BRC is obtained from the New Jersey Division of Revenue. Information on obtaining a BRC is available on the internet at [www.nj.gov/njbgs](http://www.nj.gov/njbgs) or by phone at (609) 292-1730. N.J.S.A. 52:32-44 imposes the following requirements on Vendors and all subcontractors that **knowingly** provide goods or perform services for a Vendor fulfilling this contract:

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

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

Failure to submit proof of registration within three (3) days of award for this proposal requires mandatory rejection of a proposal as a non-waivable defect.

## 5. NON-COLLUSION AFFIDAVIT

The Affidavit shall be properly executed and submitted with the proposal.

## 6. PAY TO PLAY

Starting in January, 2007, 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](http://www.elec.state.nj.us).

Businesses are further required to comply with all local ordinances regarding contribution limits for publicly contracted entities. Business entities are obligated to become familiar with their obligations under the local ordinances prior to submitting proposals for public contracts to the Borough of Highlands.

## 7. Ownership Disclosure

P.L. 2016,c.43, sign into law on August 31,2016, amends N.J.S.A. 52:52.25-24.2 to clarify how the ownership disclosure law applies to bidders/RFP/BID Respondents whose direct or indirect parent entity is publicly traded. The law also expressly requires limited liability companies to comply with the ownership disclosure law.

## METHOD OF CONTRACT AWARD

1. The Borough and the successful Vendor, shall execute said contract one (1) day, Sundays and holidays excluded after Notice of Award. The parties however may agree to extend the one (1) day period in the event the contract cannot be signed in a timely manner. Failure or neglect of the Vendor to execute said contract or to contact the Borough to request an extension to execute said contract shall constitute a breach and the Borough can award the contract to the 2<sup>nd</sup> choice Vendor. Any contract resulting from this proposal shall be subject to a not to exceed amount, and the Borough shall not be responsible for any amount above the not to exceed amount listed in the Notice of Award. Pursuant to requirements of N.J.A.C. 5:30-5.1 et seq., any contract resulting from this proposal shall be subject to the availability and appropriation of sufficient funds annually.
2. The form of contract shall be submitted by the Borough to the successful Vendor. Terms of the Scope of Services/proposal package prevail. Vendor exceptions must be formally accepted by the Borough. Vendor exceptions must be listed on the vendor's submitted proposal in order to be considered by the Borough.
3. The Borough reserves the right to waive immaterial formalities. The Borough reserves the right to procure these items under State Contracts or inter-local agreements, if so desired.
4. The acceptance of a Proposal shall bind the successful Vendor to execute the contract or to be responsible for liquidated damages in the amount of ten percent (10%) of the proposed costs if the vendor fails to enter into the contract or perform services there under.

## **CAUSES FOR REJECTING PROPOSALS**

Proposals may be rejected for any of the following reasons:

1. All proposals pursuant to N.J.S.A. 40A:11-13.2;
2. If more than one (1) proposal is received from an individual, firm or partnership, corporation or association under the same name;
3. Multiple proposals from an agent representing competing Vendors;
4. The proposal is inappropriately unbalanced;
5. The Vendor is determined to possess, pursuant to N.J.S.A. 40A:11-4b, Prior Negative Experience; or,
6. If the successful Vendor fails to enter into a contract within one (1) day, Sundays and holidays excepted, or as otherwise agreed upon by the parties to the contract. In this case at its option, the Borough may accept the proposal of the 2<sup>nd</sup> choice responsible Vendor.
7. If the Vendor does not complete the mandatory forms included in the RFP/BID.

## **TERMINATION OF CONTRACT**

1. If, through any cause, the Vendor shall fail to fulfill in a timely and proper manner obligations under the contract or if the Vendor shall violate any of the requirements of the contract, the Borough shall there upon have the right to terminate the contract by giving written notice to the Vendor of such termination and specifying the effective date of termination. Such termination shall relieve the Borough of any obligation for balances to the Vendor of any sum or sums set forth in the contract. The Borough will pay only for goods and services accepted prior to termination.
2. Notwithstanding the above, the vendor shall not be relieved of liability to the Borough for damages sustained by the Borough by virtue of any breach of the contract by the Vendor.
3. The Vendor agrees to indemnify and hold the Borough 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 under this provision.
4. In case of default by the Vendor, the Borough may hold the Vendor responsible for any excess cost due to negligence.
5. Continuation of the terms of the contract beyond the 5-year lease is contingent on the Borough's future plans for the said property, that being said the Borough reserves the right to cancel the contract.
6. ACQUISITION, MERGER, SALE AND/OR TRANSFER OF BUSINESS, ETC.  
It is understood by all parties that if, during the life of the contract, the Vendor 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 owner(s) will be required to submit all documentation/legal instruments that were required in the original proposal/contract. Any change must be approved by the Borough.

7. The Vendor 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.
8. The Borough may terminate the contract for convenience by providing 60 calendar days advance written notice to the Vendor.
9. If the successful Vendor and/or any of its employees and/or agents are required to be licensed and/or registered in order to perform the services which are the subject of this or any agreement thereof, then the agreement shall be terminated in the event that the appropriate governmental entity with jurisdiction has instituted an action to have the vendor's license and/or registration suspended or revoked, or in the event that such entity has revoked or suspended said license or denied such registration. Notice of termination pursuant to this subparagraph shall be effective immediately upon the giving of said notice.

## **QUESTIONS**

Questions regarding this RFP/BID should be submitted in writing via email to  
kgonzales@highlandsborough.org

## **SUBMITTAL DUE DATE**

Responses to this RFP/BID are due by 12:00p.m.. Tuesday March 20<sup>th</sup>, 2018 . Each Vendor is responsible for labeling the exterior of the sealed envelope containing the proposal response with the proposal number, proposal name, proposal due date and time, and your firm's name. Hard copies must be delivered to:

**Highlands Borough Clerk Office  
RFP/BID Rental of Borough Owned Property  
42 Shore Drive Highlands, NJ 07732**

**PROPOSAL FORM**  
**Rental of Borough Owned Property**

**Amounts to be written in numeral and words ie : \$1.00/One dollar**

\_\_\_\_\_ **per month**

\_\_\_\_\_ **per month**

\_\_\_\_\_ **per year**

\_\_\_\_\_ **per year**

**With an annual increase of : \_\_\_\_\_ %**

**Year 2** \_\_\_\_\_

**Year 2** \_\_\_\_\_

**Year 3** \_\_\_\_\_

**Year 3** \_\_\_\_\_

**Year 4** \_\_\_\_\_

**Year 4** \_\_\_\_\_

**Year 5** \_\_\_\_\_

**Year 5** \_\_\_\_\_

\_\_\_\_\_  
**Company Name**

\_\_\_\_\_  
**Federal I.D. # or Social Security #**

\_\_\_\_\_  
**Address**

\_\_\_\_\_  
Signature of Authorized Agent

\_\_\_\_\_  
Type or Print Name

Title: \_\_\_\_\_

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Date

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
E-mail address

**BID FOR RENTAL OF BOROUGH OWNED PROPERTY**

<b>REQUIRED</b>	<b>SUBMISSION REQUIREMENT</b>	<b>READ AND/OR SUBMITTED</b>
X	One original/two paper copies of submission	
X	Proposal Forms	
X	Stockholder Disclosure Certificate	
X	Non-Collusion Affidavit	
X	Investment Activities with Iran	
X	Mandatory Affirmative Action Language	
X	Americans With Disabilities Act of 1990 Language	
X	Insurance Certification	
X	Ownership Disclosure	
X	Disclosure of Investments with Iran	
X	N.J. Business Registration Certificate (within 3 days of Award	

## EXCEPTIONS and ADDENDUM TO SCOPE OF WORK

COMPANY NAME \_\_\_\_\_

Addendum:

1.

Exceptions:

1.

**AFFIRMATIVE ACTION COMPLIANCE NOTICE**

**N.J.S.A. 10:5-31 and N.J.A.C. 17:27**

**GOODS AND SERVICES CONTRACTS  
(INCLUDING PROFESSIONAL SERVICES)**

This form is a summary of the successful Vendor's requirement to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et seq.

The successful Vendor shall submit to the public agency, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

(a) A photocopy of a valid letter that the vendor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

(b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

OR

(c) A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the vendor in accordance with N.J.A.C. 17:27-4.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours.

The successful vendor(s) must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the vendor copy is retained by the vendor.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.1 et seq. and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her proposal shall be rejected as non-responsive if said vendor fails to comply with the requirements of N.J.S.A. 10:5-31 and

N.J.A.C. 17:27-1 et seq.

COMPANY: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

## AFFIRMATIVE ACTION QUESTIONNAIRE

This form is to be completed and returned with the proposal. However, the Borough will accept in lieu of this Questionnaire, Affirmative Action Evidence stapled to this page.

1. Our company has a federal Affirmative Action Plan approval.

\_\_\_\_\_ YES \_\_\_\_\_ NO

A. If yes, a Photostat copy of said approval shall be submitted to the Board of Education within seven (7) working days of the notice of intent to award the contract or the signing of the contract.

2. Our company has a New Jersey State Certificate of Approval.

\_\_\_\_\_ YES \_\_\_\_\_ NO

A. If yes, a copy of the New Jersey State Certificate shall be submitted to the Board of Education within seven (7) working days of the notice of intent to award the contract or the signing of the contract.

3. If you answered **NO** to both questions above, an affirmative action *Employee Information Report (AA-302)* will be mailed to you. Complete the form and forward it to the Affirmative Action Office, Department of Treasury, CN 209, Trenton, NJ 08625. A copy shall be submitted to the Board of Education within seven (7) days of the notice of the intent to award the contract or the signing of the contract.

I certify that the above information is correct to the best of my knowledge.

*Name of Company/Firm*

*Name of Authorized Agent Title*

*SIGNATURE*

# STOCKHOLDER DISCLOSURE CERTIFICATION

## STOCKHOLDER DISCLOSURE FORM

Name of Business:

I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

**OR**

I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

**Check the box that represents the type of business organization:**

Partnership       Corporation       Sole Proprietorship       Limited Partnership

Limited Liability Corp.       Limited Liability Partnership       Subchapter S Corporation

**Sign and notarize the form below, and, if necessary, complete the stockholder list below.**

Stockholders:

Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, \_\_\_\_\_ (Affiant)

(Notary Public) \_\_\_\_\_ (Print name & title of affiant)

My Commission expires: \_\_\_\_\_

**STATEMENT OF OWNERSHIP DISCLOSURE**

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

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

**Name of**

**Organization:** \_\_\_\_\_

**Organization**

**Address:** \_\_\_\_\_

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

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

**Part II**

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

**OR**

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

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

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

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

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

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

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

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

**Part IV Certification**

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the **<name of contracting unit>** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with **<type of contracting unit>** to notify the **<type of contracting unit>** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the **<type of contracting unit>** to declare any contract(s) resulting from this certification void and unenforceable.

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

**EXHIBIT B**  
**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**  
**CONSTRUCTION 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, up-grading, 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 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.

When hiring or scheduling workers in each construction trade, the contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the targeted employment goal prescribed by N.J.A.C. 17:27-7.2; provided, however, that the Division may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions, A, B and C, as long as the Division is satisfied that the contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Division, that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the targeted employment goal established in accordance with N.J.A.C. 17:27-7.2. The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures: If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et. seq., as supplemented and amended from time to time and the Americans with Disabilities Act. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the contractor or subcontractor agrees to afford equal employment opportunities minority and women workers directly, consistent with this chapter. If the contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with affording equal employment opportunities as specified in this chapter, the contractor or subcontractor agrees to be prepared to provide such opportunities to minority and women workers directly, consistent with this chapter, by complying with the hiring or scheduling procedures prescribed under (B) below; and the contractor or subcontractor further agrees to take said action immediately if it determines that the union is not referring minority and women workers consistent with the equal employment opportunity goals set forth in this chapter.

(B) If good faith efforts to meet targeted employment goals have not or cannot be met for each construction trade by adhering to the procedures of (A) above, or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions:

- (1) To notify the public agency compliance officer, the Division, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;
- (2) To notify any minority and women workers who have been listed with it as awaiting available vacancies;
- (3) Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;
- (4) To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area;
- (5) If it is necessary to lay off some of the workers in a given trade on the construction site, layoffs shall be conducted in compliance with the equal employment opportunity and non-discrimination standards set forth in this regulation, as well as with applicable Federal and State court decisions;
- (6) To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor:

i) The contractor or subcontractor shall interview the referred minority or women worker.

(ii) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the contractor or subcontractor shall in good faith determine the qualifications of such individuals. The contractor or subcontractor shall hire or schedule those individuals who satisfy appropriate qualification standards in conformity with the equal employment opportunity and non-discrimination principles set forth in this chapter. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Division. If necessary, the contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.

(iii) The name of any interested women or minority individual shall be maintained on a waiting list, and shall be considered for employment as described in (i) above, whenever vacancies occur. At the request of the Division, the contractor or subcontractor shall provide evidence of its good faith efforts to employ women and minorities from the list to fill vacancies.

(iv) If, for any reason, said contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Division.

(7) To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the Division and submitted promptly to the Division upon request.

(C) The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the targeted county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that, in implementing the procedures of (B) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union. After notification of award, but prior to signing a construction contract,

the contractor shall submit to the public agency compliance officer and the Division an initial project workforce report (Form AA 201) electronically provided to the public agency by the Division, through its website, for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7. The contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Division and to the public agency compliance officer.

The contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on-the-job and/or off-the-job programs for outreach and training of minorities and women.

(D) 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 Division 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 (NJAC 17:27).**

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

The Vendor and the Borough of Highlands, (hereafter "Borough") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 12101 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 Borough pursuant to this contract, the Vendor agrees that the performance shall be in strict compliance with the Act. In the event that the Vendor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the Vendor shall defend the Borough in any action or administrative proceeding commenced pursuant to this Act. The Vendor shall indemnify, protect, and save harmless the Borough, 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 Vendor 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 Borough's grievance procedure, the Vendor agrees to a proposal by any decision of the Borough which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the Borough, or if the Borough incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the Vendor shall satisfy and discharge the same at its own expense.

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

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

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

---

INITIALS AND DATE

**AMERICANS WITH DISABILITIES ACT OF 1990 ACKNOWLEDGEMENT FORM**

This form is an agreement of the successful Vendor's obligations to comply with the requirements of 42 U.S.C. §121.01 et seq., referred to as the Americans Disability Act of 1990.

The undersigned Vendor hereby acknowledges receipt of the Americans With Disabilities Act of 1990 found at Appendix B of this packet.

The undersigned Vendor hereby certifies that he/she is aware of the commitment to comply with the requirements of 42 U.S.C. §121.01 et seq. and agrees to furnish any required forms as evidence of compliance.

The undersigned Vendor further certifies that he/she understands that his/her proposal shall be rejected as non-responsive, and any contract entered into shall be void and of no effect if said Vendor fails to comply with the requirements of 42 U.S.C. §121.01 et seq.

COMPANY: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

**OPS Number:** \_\_\_\_\_ **Proposer:** \_\_\_\_\_

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 the person or entity, or one of the person or entity's parents, subsidiaries, or affiliates, is not identified on a list created and maintained by the New Jersey Department of the Treasury as a person or entity engaging in investment activities in Iran. If the Director finds a person or entity to be in violation of the principles which are the subject of this 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 person or entity.

**I certify, pursuant to Public Law 2012, c. 25, that the person or entity listed above for which I am authorized to submit a proposal:**

is not providing goods or services of \$20,000,000 or more in the energy sector of Iran, including a person or entity that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran,

**AND**

is not a financial institution that extends \$20,000,000 or more in credit to another person or entity, for 45 days or more, if that person or entity will use the credit to provide goods or services in the energy sector in Iran.

**In the event that a person or entity is unable to make the above certification because it or one of its parents, subsidiaries, or affiliates has engaged in the above-referenced activities, a detailed, accurate and precise description of the activities must be provided in part 2 below to the New Jersey Turnpike Authority under penalty of perjury. 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 proposer, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.**

Name: \_\_\_\_\_ Relationship to Proposer: \_\_\_\_\_

Description of Activities: \_\_\_\_\_

Duration of Engagement: \_\_\_\_\_ Anticipated Cessation Date: \_\_\_\_\_

Proposer Contact Name: \_\_\_\_\_ Contact Phone Number: \_\_\_\_\_

**Certification: 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 above-referenced person or entity. I acknowledge that the State of New Jersey 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 State to notify the State 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 State of New Jersey and that the State at its option may declare any contract(s) resulting from this certification void and unenforceable.**

Full Name (Print): \_\_\_\_\_ Signature: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

**NON-COLLUSION AFFIDAVIT**

State of \_\_\_\_\_ County of \_\_\_\_\_

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 Vendor making this Proposal for the proposal entitled \_\_\_\_\_, and that I executed the said proposal rental of borough of owned property with full authority to do so that said Vendor has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive contracting in connection with the above name project; and that all statements contained in the said proposal and in this affidavit are true and correct, and made with full knowledge that the **Borough of Highlands** 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

(name of Vendor)

Subscribed and sworn to  
before me this day \_\_\_\_\_ 20\_\_

\_\_\_\_\_  
(Type or print name of affiant under signature)

\_\_\_\_\_  
Notary Public of \_\_\_\_\_

My Commission expires \_\_\_\_\_ 20\_\_