

City of Trenton
319 East State Street, Trenton, New Jersey

**REQUEST FOR COMPETITIVE CONTRACTING PROPOSALS
THROUGH A FAIR AND OPEN PROCESS IN ACCORDANCE WITH N.J.S.A.
19:44A-20.4 ET SEQ.**

**FOR
TECHNICAL SUPPORT SERVICES
FOR
THE CITY OF TRENTON'S INFORMATION SYSTEM
FOR
A PERIOD OF THREE (3) YEARS WITH AN OPTION TO EXTEND TWO (2)
ADDITIONAL ONE (1) YEAR EXTENSIONS**

**FOR THE
CITY OF TRENTON
DEPARTMENT OF ADMINISTRATION**

To be received on:



NOVEMBER 1, 2023, AT 11:00AM

DIVISION OF PURCHASING

CC2023-13

NOTICE OF REQUEST FOR COMPETITIVE CONTRACTING PROPOSALS
CC2023-13

The City of Trenton is soliciting request for competitive contracting proposals through a fair and open process in accordance with N.J.S.A. 19:44A-20.4 et seq. for:

TECHNICAL SUPPORT SERVICES
FOR
THE CITY OF TRENTON'S INFORMATION SYSTEM

PROPOSERS SHALL LOG ON TO A VIRTUAL PROPOSAL OPENING ON NOVEMBER 1, 2023, AT 11:00AM TO:

<https://www.zoomgov.com/j/1603969898?pwd=eVVPOSTxci80K1VSQVJJSi9KSjlxZz09>

The City of Trenton requires submission of sealed proposals by **NOVEMBER 1, 2023, AT 11:00AM** to Isabel C. Garcia, QPA, Purchasing Agent, in City Hall Annex, Division of Purchasing, 1st floor, 319 East State Street, Trenton, New Jersey, 08608.

Scope of Services, Requirements, Evaluation Criteria, and other proposal information may be obtained at the Division of Purchasing, 1st Floor, City Hall Annex, 319 East State Street, Trenton, NJ 08608 during regular business hours (8:30 am - 4:30 pm) or at the City's Purchasing Website.

The link to request a copy of the proposal is <https://nj-trenton.civicplus.com/list.aspx>.

Prospective Proposers shall visit the City of Trenton's Purchasing website for any addenda/notices or cancellations issued prior to the request for proposal opening date and time at <https://nj-trenton.civicplus.com/list.aspx>

Proposers shall comply with the requirements of P.L. 1975 C127. (N.J.S.A. 17:27et seq.)

City of Trenton - 609-989-3139
Isabel C. Garcia, QPA, Purchasing Agent

**PROPOSAL DOCUMENT CHECKLIST
(REQUIRED WITH SUBMISSION OF PROPOSAL)**

The following checklist is provided as assistance to the development of the RFP Response. It in no way supersedes or replaces the requirements of the RFP. Please initial on the lines below for each document/section attesting to the fact that you have read and/or included the documents with your RFP.

	VENDORS <u>MUST</u> INITIAL
Business Registration Certificate (PRIOR TO CONTRACT AWARD)	_____
Sub-Contractor must be mentioned. (MANDATORY IF APPLICABLE)	_____
Acknowledgement of Receipt of Addenda (MANDATORY)	_____
Statement of Ownership Disclosure (MANDATORY)	_____
Activities Investment in Iran (MANDATORY)	_____
City of Trenton Ethic Complaint Disclosure	_____
City of Trenton Resident Employment Policy	_____
Affirmative Action Statement	_____
Affirmative Action Mandatory Language	_____
Americans with Disabilities Act Mandatory Language	_____
Non-Collusion Affidavit	_____
Certification and Disclosure of Political Contributions	_____
Detailed Information as Mentioned in Request for Proposal	_____
One (1) Original Copy and Three (3) additional copies	_____

INTRODUCTION

The City of Trenton ("City"), Department of Administration is soliciting sealed competitive contracting request for proposals through a fair and open process in accordance with N.J.S.A. 19:44A-20.4 et seq. from Information System Vendors ("Vendor") for the provision of technical support services for the City of Trenton's Information System and computing infrastructure for a period of three (3) years with the option to extend the contract for an additional two (2) one (1) year extensions. It is the goal of the city to maintain and operate its current information system but also to seek new opportunities within information technology in order to; improve the delivery and quality of municipal services, streamline antiquated and redundant operations, increase employee productivity and maximize limited municipal resources. The initial term of this agreement will be for three (3) years with the option for two subsequent annual renewals.

The selected proposer will be a primary provider of technical support of software, hardware, and networking equipment for all current and future municipal applications at City of Trenton locations and the Trenton Free Public Library location(s) excluding the Police Department CAD and RMS systems.

The work is comprised of Help Desk functions, hardware installation and maintenance, software installation and maintenance, network installation, maintenance, and network management (firewalls, routers, switches, wireless networks, radios and antennae), audio visual equipment setup and maintenance (projectors, etc.) and partial responsibility for the VoIP telephony system (servers and network connections). The vendor shall have the ability to create programs/scripts to accomplish certain tasks as required.

There are also project planning and implementation tasks that shall be part of this scope of work which shall be carried out as required. The work shall be assigned by the Business Administrator or their designee. Objectives, resource requirements, milestones, and timeframes will be developed jointly between the city and the service vendor. For planning purposes, the vendor shall include within its' pricing adequate resources capable of accomplishing these projects. The exact nature of the work cannot be determined at this time, however traditionally they have involved, WAN/LAN configuration and upgrades, Server installation/configuration/upgrades and PC Installations/Configuration/Swaps/Upgrades.

The equipment is located in approximately 30 locations within the city, with major concentrations at City Hall, Police HQ, Water Admin, and Fire HQ. The Police Department has their own network and has specific requirements for the vendor staff that shall be assigned to service their network.

The proposer shall report directly to the Business Administrator or their designee.

All software or hardware developed or invented by the vendor, in part or in whole while working at a City of Trenton facility, or during time that a vendor employee is being paid by the City, shall become the exclusive property of the City of Trenton.

A Site Manager shall take an active role in the management of the vendor's assigned work, including requests for service and projects, and shall be on site each workday. The Site Manager shall actively manage the vendor's staff and workload, and the Site Manager or another High-Level Manager of the vendor shall assist the City in IT related management tasks as directed by the Business Administrator or their designee. This assistance shall include, but is not limited to, preparation and evaluation of specifications, obtaining quotes, evaluating proposals, and evaluating applications hardware and software. The vendor shall, at the discretion of the Business Administrator or their designee, be required to proactively seek hardware and software solutions for procurement by the City of Trenton. This shall include, but is not limited to, reaching out to potential vendors, soliciting quotes or other offers of service, and determining the usefulness of prospective services to the City of Trenton.

The proposer shall provide a quarterly report to the City of Trenton detailing all recommended upgrades and identifying clear next steps should the City wish to procure said upgrades. If proactive procurement assistance carries with it a cost above and beyond the rest of the competitive contract, the vendor shall delineate the specific cost for this service in their price proposal.

The proposer shall periodically prepare and provide electronic reports of all work done by the vendor. These reports shall be derived from service activity reports completed by vendor staff and shall include information on requests for service and projects work.

Request for Service reports shall include, at a minimum, vendor employee name, time and date of call logging, time and date of response to request, hours worked to resolve the problem, a description of the problem and the solution, and the time and date the call was closed.

Project status reports shall include the name of the person primarily responsible for the completion of the project, the amount of time expended on the project during the reporting period, deliverables completed, the plan for project completion, with timeframes and milestones and required resources.

The proposer may not assign, transfer, or otherwise dispose of any elements contained within the submitted proposal without written permission of the City of Trenton. The selected vendor shall be the primary source of technical support of all operating systems within the City of Trenton, excluding the Police Department CAD and RMS systems. As a result, the vendor will be required to implement and maintain a seamless integration of the several different operating systems described within this document.

The proponent shall provide support for approximately 700 devices (Servers, Personal Computers, Printers and Scanners.) This support will include the installation, maintenance, support, and monitoring of multiple servers, routers, switches, and the installation of new software application systems. The city also operates some open-source computer applications.

Also installed are additional departmental databases at the Water and Sewer Utilities, Health & Human Services, Inspections, and Courts and the implementation of the City-wide Network of Computers, with internet & external e-mail and utilization of an ISP for City-wide internet access. The city has extensive wireless data communications between approximately 30 sites throughout the City. There are two GIS systems one for City-wide use and a separate GIS system at the Water Department. Enhanced security issues have been addressed including multiple servers and Anti-virus applications.

The City also provides Computer system and Network support to the Communications Division, and the departments of Water, Health & Human Services, and the Fire department as well as the coordination of Networking issues with the City's Police department. Although the support of the Police Department's CAD and RMS systems are not part of this RFP, the on-going coordination and assistance for networking issues must still be provided by the proposer.

Additionally, the proposer must provide staff to support the network operations of the Trenton Police Department on a day-to-day basis. This should include two full-time staff members, one of which shall have work hours of 0700 to 1500 and the other of which shall have work hours of 0900 to 1700, both Monday through Friday. The staff members assigned to the Trenton Police Department will be required to pass a criminal background check administered by Trenton Police.

Additionally, the proposer must provide the necessary technical resources and support to the Trenton Free Public Library as part of this engagement. This support is to include network administration, hardware and software installation and maintenance and support and technical assistance in the application systems at the Trenton Library.

The successful proponent shall create as necessary, documentation for all devices and systems either added, moved, deleted, reconfigured or otherwise changed. This shall include network diagrams and documentation, with IP and MAC addresses for all components. The proposer shall follow device naming and addressing conventions already established within the City.

Additional application software has been implemented including:

Government management software – Gov Pilot

Financial software from Edmunds and Associates

Tax Map and Parcel Management software (Vital and First Byte software).

PrimePoint Payroll system

Inspections Department software

Water Department Customer Service and Billing application (IMPRESSA, InHance, AutoCAD)

Interface to a State System for Vital Statistics.

Two ESRI based GIS application systems.

Fleet Management software (RTA) for Managing City Vehicles.

An application in the Department of Public Works for service order tracking and reporting.

VOIP at the main City Hall locations with plans for expanded implementation.

ESO Solution Academy for Fire

Honeywell EBI system

An additional area of responsibility is the Personal Computer/Network MAN/WAN/ LAN/Wireless Communications support for the Fire department and the installation of updates to the Fire Department's CAD/Gas and HVAC systems and coordination with the proposer(s) for problem resolution.

While infrequent, the selected proposer shall provide 24/7 response to emergency calls as declared by the Business Administrator or their designee. Post award, the successful proposer shall provide a complete list of all staff assigned to respond to emergency requests for service and the cell phone numbers of each.

The selected proposer will be responsible for the installation, maintenance, and support of all PCs including Laptops ~600; Printers ~ 225, VPN Connections 209, Servers: Virtual Machines 93, Physical Dell Hosts 15, Switches 80, Firewalls 7, Access Points 40 new plus unknown old ones, Routers – NONE, HVAC Pcs ~2, of these Hardware, Software, and Communications/Network components and interfacing with all associated vendors to assure satisfactory installation and operation of the City's IT resources.

The Proposer will be responsible for the management of daily backups for all installed systems except CAD/RMS.

There are occasions when the City of Trenton will require the Proposer to:

- Modify and/or enhance current and future applications on various platforms.
- Create new applications on various platforms.
- Create customized reports on demand using various applications and operating systems.
- Convert data from old applications to new applications on various platforms.
- Provide 24 hr./7-day Emergency response (rarely)

The proposer will be required to manage the day-to-day operations of the City of Trenton data center, including computer operator duties. These responsibilities include but are not limited to the following:

- Start of day procedures and rebooting of servers (when necessary)
- Interface with all hardware and software proposers for problem resolution
- Assist users in all printing tasks.
- Supervise and perform when required all daily computer operations.
- Setup and maintain security password log (change passwords if necessary)
- Monitor attempts at hacking firewalls.
- Maintain all necessary operational scripts.
- Perform re-installation of configuration of all operating system software as needed to add, change, or delete information to modify the system configuration.
- Setup and maintain all hardware error and backup logs.
- Setup and maintain all scripts for backup and recovery scripts.
- Setup and maintain backup tape library.
- Setup and maintain daily operating schedule.
- Setup and maintain disk configurations with physical and logical units and file locations on all systems.
- Assist users in recovering from error messages received.
- Fine tune systems/servers as needed.
- Maintain Help Desk for all information system users.
- Install, maintain, and upgrade all computer hardware and peripherals.
Repair/Replace personal computer hardware components as needed.
- Assist in the design, configuration/re-configuration, maintenance, and support of the City's Communications infrastructure (MAN/LAN/WAN/Wireless) and enhance Network Security
- Install, maintain, and support all Computer software applications used by the City of Trenton information systems. It also includes any and all conversions of data contained within current and future PC applications.
- The proposer must maintain Levels of Service as follows (all times cover business days only):
 - PC System Trouble (48 hrs)
 - MAN/LAN/WAN Trouble (24 hrs)
 - Server (including VoIP) Trouble (48 hrs)
 - Emergency Calls – As determined and directed by the Business Administrator or their designee.

The proposer shall, in their proposal, specify their solution to non-emergency on-site issues that cannot be resolved through remote means. This includes, but is not limited to, unplugged cords, hardware failures, inoperable equipment on an individual employee scale, etc. Such a solution should include a detailed description of what staff, if any, will be located on-site during normal business hours and should provide an expected response time if the solution includes personnel not on-site. The solution shall also include a detailed description of the method of contacting IT support that is to be followed by City of Trenton employees.

During the initial contract period, the proposer must work in concert with the City's Business Administrator or their designee to jointly develop and implement a definitive Disaster Recovery Plan for the continuation of available IT resources in the event of sustained downtime or catastrophic event. A joint plan for the testing of the developed plan must also be developed.

The proposer shall provide high level Computer Management Consulting including conducting information systems needs assessments as required, assistance in the evaluation of needs and development of Requests for Proposals for hardware and/or application or tool software to address those needs, participate in the evaluation of related IT related proposals received, etc.

The proposer shall provide a Training capability to provide Operating System, application and tool education or reinforcement to City of Trenton staff.

The Proposer is responsible for including adequate resources in their proposal to adequately maintain the existing Trenton network and infrastructure and provide the necessary Network Administration and Server Administration and technician resources to also address any indicated enhancements or initiatives which are developed by the city administration. Enhancements are likely to include things such as the continuation of fiber deployment to City buildings, video conferencing services, etc.

An inventory of computers and servers used by the City of Trenton is attached in spreadsheet format. In addition to those devices, Trenton Police has a network consists of about 400 computers and laptops with 11 servers on a Microsoft Windows network. These are linked with Cisco managed switches and routers with gateway protection provided by Watchguard firewalls and Watchguard VPN access.

EVALUATION CRITERIA:

The following criteria are being utilized as the basis for the award of services:

- | | |
|------------------------------------------|-----------|
| • Quality of Technical Proposal | 30 points |
| • Innovative Approach to Problem Solving | 20 points |
| • Experience | 15 points |
| • Responsiveness to Scope of Services | 15 points |
| • Proposal Pricing | 20 points |

Proposers may, at the sole discretion of the City of Trenton, be asked to provide a presentation detailing their proposal and responding to clarification questions. Such a presentation, if it occurs, may include any or all of the respondents and will be considered as part of the evaluation process.

PROPOSER'S PROPOSAL PRICING

TECHNICAL SUPPORT SERVICES FOR THE CITY OF TRENTON'S INFORMATION SYSTEM FOR A PERIOD OF THREE (3) YEARS WITH THE OPTION TO EXTEND YEAR FOUR (4) AND YEAR FIVE (5) PURSUANT TO THE SCOPE OF SERVICES AND REQUIREMENTS IN THE REQUEST FOR PROPOSAL.

IF EMERGENCY RESPONSE FALLS OUTSIDE THE LUMP SUM PRICING, PLEASE PROVIDE AN HOURLY RATE FOR THAT SERVICE.

\$ _____

TOTAL AMOUNT FOR SERVICES YEAR ONE (1) \$ _____

TOTAL AMOUNT FOR SERVICES YEAR TWO (2) \$ _____

TOTAL AMOUNT FOR SERVICES YEAR THREE (3) \$ _____

TOTAL AMOUNT FOR THREE (3) YEARS \$ _____

OPTION TO EXTEND SERVICES YEAR FOUR (4) & YEAR FIVE (5)

TOTAL PRICING FOR YEAR FOUR (4) \$ _____

TOTAL PRICING FOR YEAR FIVE (5) \$ _____

REQUIREMENTS:

- A. A copy of the State of New Jersey Business Registration Certificate (**PRIOR TO AWARD OF THE CONTRACT**)
- B. Acknowledgement of Addenda (**MANDATORY**)
- C. Ownership Statement Disclosure (**MANDATORY**)
- D. Disclosure of Activities in Iran (**MANDATORY**)
- E. Affirmative Action Statement
- F. Affirmative Action Mandatory Language
- G. Americans with Disabilities Act Mandatory Language
- H. Non-Collusion Affidavit
- I. Certification and Disclosure of Political Contributions
- J. Certificate of Insurance is required from the awarded Proposer with the City of Trenton as the additional insured with a 30-day cancellation clause.

Acknowledgement of Addenda

If changes are made to the Request for Proposal, an Addendum will be advertised in the Trenton Times and on the City's Purchasing Website at <https://nj-trenton.civicplus.com/list.aspx> prior to the opening date.

Proposers shall visit the City of Trenton's website at for any addenda/notices issued prior to the request for proposal opening date and time at <https://nj-trenton.civicplus.com/list.aspx>.

Proposal Submittal Instructions

Provide one (1) full original proposal package, labeled "**Original**," and three (3) identical additional copies of the full proposal package in a sealed envelope.

Proposals **must** be clearly identified on the outside of the sealed envelope with the firm's name, **CC2023-13**, and "**TECHNICAL SUPPORT SERVICES FOR THE CITY OF TRENTON'S INFORMATION SYSTEM.**"

Sealed Proposals **must** be submitted to Isabel Garcia, QPA, Purchasing Agent, City of Trenton, City Hall, 319 East State Street, Trenton, Division of Purchasing, 1st floor NJ 08608 on or before **NOVEMBER 1, 2023, 11:00AM**. The City of Trenton **will not** assume responsibility for any proposals received after the required due date.

N.J.A.S.40A:11-13(e)CHALLENGES

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

REGISTER TO DO BUSINESS WITH THE CITY OF TRENTON

An e-notification and/or text message will be sent to all proposers currently registered with the City of Trenton, directing them to bidding opportunities, notices, postponements, bid results, awarded contract information and addendums on the City of Trenton Division of Purchasing website.

REGISTER AT:

<https://nj-trenton.civicplus.com/list.aspx>

SUBSCRIBE & UNSUBSCRIBE

1. You can SUBSCRIBE or UNSUBSCRIBE to any of the E-Mailing Lists displayed below.
2. Type your email address in the box and select Sign In.
3. If you want to receive text messages enter your phone number and select Save.
4. To subscribe or unsubscribe click  and/or  next to the lists to which you wish to subscribe/unsubscribe.
5. Please remember to set your spam blocker to allow mail from listserv@civicplus.com.

CITY OF TRENTON RESIDENT EMPLOYMENT POLICY

In order for the City of Trenton to keep an accurate reporting of community involvement and support in local development projects, the following is required by City of Trenton Ordinance 14-43 to be completed by each Contractor and Sub-Contractor.

NAME OF BUSINESS_____

CONTACT PERSON_____

ADDRESS_____

CITY _____ STATE _____ ZIP CODE_____

TELEPHONE_____ FAX_____ E-MAIL_____

1. Number of Trenton residents hired as well as the number of Trenton residents currently employed on this project_____
2. The number of training positions, if any, and the amount of positions that will be filled by Trenton residents._____
3. The necessary level of job skills required of Trenton residents to plan and implement the work to be done on the job._____
4. Please describe all "good faith" efforts to hire Trenton residents (e.g. copies of hiring ads, list of residents who applied for positions, letters informing community groups of job opportunities)_____

CITY OF TRENTON
ETHICS COMPLAINT DISCLOSURE

I affirm that neither I nor other members of my firm have any prior or pending ethic complaints.

SIGNATURE

DATE

OR

I am disclosing the following prior or pending ethic complaints against me or my firm

Listing:

SIGNATURE

DATE

**THIS STATEMENT MUST BE INCLUDED WITH THE REONSE TO THE COMPETITIVE
CONTRACTING REQUEST FOR PROPOSAL SOLICITATION**

Subscribed and sworn before me
this ____ day of _____, 20____ (Affiant)

(Notary Public)

(Print Name & Title
Affiant)

My Commission expires:

(Corporate Seal)

**STATE OF NEW JERSEY DEBARMENT NOTICE
(REQUIRED)**

Pursuant to N.J.S.A34:11-56.37 and 34:11-56.38 of the Prevailing Wage Act:

NO PUBLIC WORKS CONTRACT/S MAY BE AWARDED TO ANY CONTRACTORS AND SUBCONTRACTORS OR TO ANY FIRM, CORPORATION OR PARTNERSHIP IF THEIR NAME IS ON THE STATE OF NEW JERSEY, DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT DEBARMENT LIST OF CONTRACTORS AND SUB-CONTRACTORS.

I, the vendor/Respondent, certify that my company has not been "Debarred or Suspended" or otherwise ineligible for participation in a Public Works Contract with the State of New Jersey, Government or Municipality, as described in the N.J.S.A34:11-56.37 and 34:11-56.38 of the Prevailing Wage Act:

Potential Vendor: _____

Title of Authorized Representative: _____

Mailing Address: _____

Signature: _____

Date: _____

Subscribed and sworn to before me

This _____ day of _____, 20 ____.
(Signature of Notary Public)

Notary Public of _____

My Commission expires _____, 20 ____

STANDARD BID DOCUMENT REFERENCE	
Name of Form:	FEDERAL NON-DEBARMENT CERTIFICATION
Statutory Reference:	N.J.S.A. 52:32-44.1 (P.L. 2019, c.406)
Description:	Meets statutory criteria for certification of non-debarment by a federal government agency.

Summary of the Certification Requirements under N.J.S.A. 52:32-44.1

Pursuant to state law any natural person, company, firm, association, corporation, or other entity prohibited, or “debarred,” from contracting with the federal government agencies, shall also be prohibited from contracting for public work in the state of New Jersey. This prohibition also extends to any affiliate organization(s) held by or subject to the control of an entity of that prohibited person or entity.

Prior to awarding a contract for public work a local units must obtain written certification from the contracting person or entity through the form below, attesting to their non-debarment from contracting with federal government agencies. Contracting units are reminded that they must fill-in the boilerplate information in the certification sections of Parts II through IV regarding their name and type of contracting unit before using the form.

CERTIFICATION OF NON-DEBARMENT
FOR FEDERAL GOVERNMENT CONTRACTS
N.J.S.A. 52:32-44.1 (P.L. 2019, c.406)

This certification shall be completed, certified to, and submitted to the contracting unit prior to contract award, except for emergency contracts where submission is required prior to payment.

PART I: VENDOR INFORMATION	
Individual or Organization Name	
Physical Address of Individual or Organization	
Unique Entity ID (if applicable)	
CAGE/NCAGE Code (if applicable)	
Check the box that represents the type of business organization:	

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

PART II – CERTIFICATION OF NON-DEBARMENT: Individual or Organization			
I hereby certify that the individual or organization listed above in Part I is not debarred by the federal government from contracting with a federal agency. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; 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 date of contract award by <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 <type of contracting unit> , permitting the <type of contracting unit> to declare any contract(s) resulting from this certification void and unenforceable.			
Full Name (Print):		Title:	
Signature:		Date:	

PART III – CERTIFICATION OF NON-DEBARMENT: Individual or Entity Owning Greater than 50 Percent of Organization	
Section A (Check the Box that applies)	
<input type="checkbox"/>	Below is the name and address of the stockholder in the corporation who owns more than 50 percent of its voting stock, or of the partner in the partnership who owns more than 50 percent interest therein, or of the member of the limited liability company owning more than 50 percent interest therein, as the case may be.

Name of Individual or Organization			
Physical Address			
OR			
<input type="checkbox"/>	No one stockholder in the corporation owns more than 50 percent of its voting stock, or no partner in the partnership owns more than 50 percent interest therein, or no member in the limited liability company owns more than 50 percent interest therein, as the case may be.		
Section B (Skip if no Business entity is listed in Section A above)			
<input type="checkbox"/>	Below is the name and address of the stockholder in the corporation who owns more than 50 percent of the voting stock of the organization's parent entity, or of the partner in the partnership who owns more than 50 percent interest in the organization's parent entity, or of the member of the limited liability company owning more than 50 percent interest in organization's parent entity, as the case may be.		
Stockholder/Partner/Member Owning Greater Than 50 Percent of Parent Entity			
Physical Address			
OR			
<input type="checkbox"/>	No one stockholder in the parent entity corporation owns more than 50 percent of its voting stock, no partner in the parent entity partnership owns more than 50 percent interest therein, or no member in the parent entity limited liability company owns more than 50 percent interest therein, as the case may be.		
Section C – Part III Certification			
<p>I hereby certify that no individual or organization that is debarred by the federal government from contracting with a federal agency owns greater than 50 percent of the Organization listed above in Part I or, if applicable, owns greater than 50 percent of a parent entity of <name of organization>. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; 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 date of contract award <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 <type of contracting unit>, permitting the <type of contracting unit> to declare any contract(s) resulting from this certification void and unenforceable.</p>			
Full Name (Print):		Title:	
Signature:		Date:	

Part IV – CERTIFICATION OF NON-DEBARMENT: Contractor – Controlled Entities									
Section A									
<input type="checkbox"/>	Below is the name and address of the corporation(s) in which the Organization listed in Part I owns more than 50 percent of voting stock, or of the partnership(s) in which the Organization listed in Part I owns more than 50 percent interest therein, or of the limited liability company or companies in which the Organization listed above in Part I owns more than 50 percent interest therein, as the case may be.								
<table border="1" style="width: 100%;"> <thead> <tr> <th style="text-align: center;">Name of Business Entity</th> <th style="text-align: center;">Physical Address</th> </tr> </thead> <tbody> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> </tbody> </table>		Name of Business Entity	Physical Address						
Name of Business Entity	Physical Address								
<p>**Add additional sheets if necessary**</p> <p style="text-align: center;">OR</p>									
<input type="checkbox"/>	The Organization listed above in Part I does not own greater than 50 percent of the voting stock in any corporation and does not own greater than 50 percent interest in any partnership or any limited liability company.								

Section B (skip if no business entities are listed in Section A of Part IV)											
<input type="checkbox"/>	Below are the names and addresses of any entities in which an entity listed in Part III A owns greater than 50 percent of the voting stock (corporation) or owns greater than 50 percent interest (partnership or limited liability company).										
<table border="1" style="width: 100%;"> <thead> <tr> <th style="text-align: center;">Name of Business Entity Controlled by Entity Listed in Section A of Part IV</th> <th style="text-align: center;">Physical Address</th> </tr> </thead> <tbody> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> </tbody> </table>		Name of Business Entity Controlled by Entity Listed in Section A of Part IV	Physical Address								
Name of Business Entity Controlled by Entity Listed in Section A of Part IV	Physical Address										
<p>**Add additional Sheets if necessary**</p> <p style="text-align: center;">OR</p>											
<input type="checkbox"/>	No entity listed in Part III A owns greater than 50 percent of the voting stock in any corporation or owns greater than 50 percent interest in any partnership or limited liability company.										
Section C – Part IV Certification											
<p>I hereby certify that the Organization listed above in Part I does not own greater than 50 percent of any entity that is debarred by the federal government from contracting with a federal agency and, if applicable, does not own greater than 50 percent of any entity that it owns greater than 50 percent of any entity debarred by the federal government from contracting with a federal agency. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; 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 date of contract award by <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 <type of contracting unit>, permitting the <type of contracting unit> to declare any contract(s) resulting from this</p>											

certification void and unenforceable.			
Full Name (Print):		Title:	
Signature:		Date:	

INSTRUCTIONS TO RESPONDENTS

I. SUBMISSION OF PROPOSALS

- A. City of Trenton, Mercer County, New Jersey (hereinafter referred to as "OWNER") invites sealed proposals pursuant to the Notice to Respondents.
- B. Sealed proposals will be received by the designated representative at the time and place stated in the Notice to Respondents, and at such time and place will be publicly opened and read aloud.
- C. The proposal form shall be submitted, in a sealed envelope: (1) addressed to the OWNER as follows: City of Trenton, Division of Purchasing, City Hall Annex, First Floor, 319 East State Street, Trenton, NJ 08608 (2) bearing the name and address of the proponent written on the face of the envelope, and (3) clearly marked "PROPOSAL" with the contract title and/or proposal # being proposal.
- D. It is the proponent's responsibility to see that proposals are presented to the OWNER on the hour and at the place designated. Proposals may be hand delivered or mailed; however, the OWNER disclaims any responsibility for proposals forwarded by regular or overnight mail. If the proposal is sent by overnight mail, the designation in section C, above, must also appear on the outside of the delivery company envelope. Proposals received after the designated time and date will be returned unopened.
- E. Sealed proposals forwarded to the OWNER before the time of opening of proposals may be withdrawn upon written application of the Respondent 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 must remain firm for a period of sixty (60) calendar days.
- F. All prices and amounts must be written in ink or preferably typewritten. 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 specifications, or irregularities of any kind, may be rejected by the OWNER. Any changes, white-outs, strike-outs, etc. on the proposal page must be initialed in ink by the person responsible for signing the proposal.
- G. Each proposal form must give the full business address of the Proponent and be signed by an authorized representative. 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. When requested, satisfactory evidence of the authority of the officer signing shall be furnished.

H. Respondents must insert prices for furnishing all of the materials and/or labor required by these specifications. Prices shall be net, including any charges for packing, crating, containers, etc. All transportation charges shall be fully prepaid by the contractor F.O.B. destination and placement at locations specified by the OWNER. As specified, placement may require inside deliveries. No additional charges will be allowed for any transportation costs resulting from partial shipments made at the contractor's convenience.

I. The vendor shall guarantee any or all materials and services supplied under these specifications. Defective or inferior items shall be replaced at the expense of the vendor. In case of rejected materials, the vendor will be responsible for return freight charges.

II. INTERPRETATION AND ADDENDA

A. The Respondent understands and agrees that its proposal is submitted on the basis of the specifications prepared by the OWNER. The Proponent accepts the obligation to become familiar with these specifications.

B. Respondents are expected to examine the specifications and related documents with care and observe all their requirements. Ambiguities, errors or omissions noted by Respondent should be promptly reported in writing to the appropriate official. In the event the Proponent fails to notify the OWNER of such ambiguities, errors or omissions, the Proponent shall be bound by the proposal.

C. No oral interpretation of the meaning of the specifications will be made to any Proponent. Every request for an interpretation shall be in writing, addressed to the OWNER'S representative stipulated in the proposal. In order to be given consideration and timely issuance of addenda, if any, for all proposals other than construction and municipal solid waste collection and disposal service, written requests for interpretation must be received at least seven (7) days prior to the date fixed for the opening of the proposals Saturdays, Sundays, and holidays excepted; and for construction work proposals, written requests for interpretation must be received at least nine (9) days, Saturdays, Sundays and holidays excepted prior to the date fixed for the opening of the proposals. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications, and will be distributed to all prospective Respondents, in accordance with N.J.S.A. 40A:11-23. All addenda so issued shall become part of the contract documents, and

shall be acknowledged by the Proponent in the proposal. The OWNER'S interpretations or corrections thereof shall be final.

D. DISCREPANCIES IN PROPOSALS

1. 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.
2. 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 OWNER of the extended totals shall govern.

III. BRAND NAMES, PATENTS AND STANDARDS OF QUALITY

A. Brand names and/or descriptions used in this proposal are to acquaint Respondents with the type of commodity desired and will be used as a standard by which alternate or competitive materials offered will be judged. Competitive items must be equal to the standard described and be of the same quality of work. Variations between materials described and the materials offered are to be fully identified and described by the Proponent on a separate sheet and submitted with the proposal form. Vendor's literature WILL NOT suffice in explaining exceptions to these specifications. In the absence of any changes by the Proponent, it will be presumed and required that materials as described in the proposal be delivered.

B. It is the responsibility of the Proponent to demonstrate the equivalency of item(s) offered. The OWNER reserves the right to evaluate the equivalency of an item(s) which, in its deliberations, meets its requirements.

C. In submitting its proposal, the Proponent certifies that the merchandise to be furnished will not infringe upon any valid patent or trademark and that the successful Proponent shall, at its own expense, defend any and all actions or suits charging such infringement, and will save the OWNER harmless from any damages resulting from such infringement.

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

E. Wherever practical and economical to the OWNER, it is desired that recycled or recyclable products be provided. Please indicate when recycled products are being offered.

IV. INSURANCE AND INDEMNIFICATION

A. INSURANCE REQUIREMENTS

1. Worker's Compensation and Employer's Liability Insurance

This insurance shall be maintained in force during the life of this contract by the Proponent covering all employees engaged in performance of this contract in accordance with the applicable statute. Minimum Employer's Liability \$500,000.

2. GENERAL LIABILITY INSURANCE

This insurance shall have limits of not less than \$1,000,000 combined single limit and \$2,000,000 aggregate and shall be maintained in force during the life of this contract by the Proponent.

3. AUTOMOBILE LIABILITY INSURANCE

This insurance covering Proponent for claims arising from owned, hired and non-owned vehicles with limits of not less than \$1,000,000. Limit shall be maintained in force during the life of this contract by the Proponent.

B. CERTIFICATES OF THE REQUIRED INSURANCE

Certificates as listed above shall be submitted along with the contract as evidence covering Comprehensive General Liability, Comprehensive Automobile Liability, and where applicable, necessary Worker's Compensation and Employer's Liability Insurance. Such coverage shall be with acceptable insurance companies operating on an admitted basis in the State of New Jersey and shall name the OWNER as an additional insured with a 30-day cancellation clause.

C. INDEMNIFICATION

Successful Proponent will indemnify and hold harmless the OWNER from all claims, suits or actions and damages or costs of every name and description to which the OWNER may be subjected or put by reason of injury to the person or property of another, or the property of the OWNER, resulting from negligent acts or omissions on the part of the Proponent, the Proponent's agents, servants or subcontractors in the delivery of materials and supplies, or in the performance of the work under this agreement.

V. PREPARATION OF PROPOSALS

A. The OWNER is exempt from any local, state or federal sales, use or excise tax.

B. ESTIMATED QUANTITIES (OPEN-END CONTRACTS)

The OWNER has attempted to identify the item(s) and the estimated amounts of each item proposal to cover its requirements; however, past experience shows that the amount ordered may be different than that submitted for proposal. The right is reserved to decrease or increase the quantities specified in the specifications pursuant to N.J.A.C. 5:34-4.9. NO MINIMUM PURCHASE IS IMPLIED OR GUARANTEED.

C. Successful Proponent 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 include this cost in the proposal price agreement.

VI. STATUTORY AND OTHER REQUIREMENTS

A. MANDATORY AFFIRMATIVE ACTION CERTIFICATION

No firm may be issued a contract unless it complies with the affirmative action regulations of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27.

1. PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

All successful vendors must submit, within seven days after the receipt of the notice of intent to award the contract or the receipt of the contract, one of the following:

- i. A photocopy of a valid letter for an approved Federal Affirmative Action Plan (good for one year from the date of the letter), or
- ii. A photocopy of an approved Certificate of Employee Information Report, or
- iii. If the vendor has none of the above, the public agency is required to provide the vendor with an initial Affirmative Action Employee Information Report (AA-302).

2. CONSTRUCTION CONTRACTS

All successful contractors must submit within three (3) days of the signing of the contract an Initial Project Manning Report (AA201- available upon request from the Affirmative Action Office) for any contract award that meets or exceeds the proposal threshold.

B. AMERICANS WITH DISABILITIES ACT OF 1990

Discrimination on the basis of disability in contracting for the purchase of proposals and services is prohibited. The successful Proponent is required to read Americans with Disabilities language that is part of this specification and agrees that the

provisions of Title II of the Act are made a part of the contract. The successful Proponent is obligated to comply with the Act and to hold the OWNER harmless.

C. PREVAILING WAGE ACT (WHEN APPLICABLE)

Pursuant to N.J.S.A. 34:11-56.25 et seq., successful Respondent on projects for public work shall adhere to all requirements of the New Jersey Prevailing Wage Act. The contractor shall be required to submit a certified payroll record to the OWNER within ten (10) days of the payment of the wages. The contractor is also responsible for obtaining and submitting all subcontractors' certified payroll records within the aforementioned time period. The contractor shall submit said certified payrolls in the form set forth in N.J.A.C. 12:60-6.1(c). It will be the contractor's responsibility to obtain any additional copies of the certified payroll form to be submitted by contacting the Office of Administrative Law, CN 049, Trenton, New Jersey 08625 or the New Jersey Department of Labor, Division of Workplace Standards.

D. STATEMENT OF OWNERSHIP DISCLOSURE

Chapter 33 of the Public Laws of 1977 provides no corporation or partnership shall be awarded any contract for the performance of any work or the furnishing of any materials or supplies, unless, prior to the receipt of the bid or accompanying the bid of said corporation or partnership, there is submitted a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own ten % (10) percent or more of its stock of any class, or of all individual partners in the partnership who own a ten% (10) percent or greater interest therein.

The Attorney General has concluded that the provisions of N.J.S.A. 52:25-24.2, in referring to corporations and partnerships, are intended to apply to all forms of corporations and partnerships, including, but not limited to, limited partnerships, limited liability corporations, limited liability partnerships, and Subchapter S corporations.

Bidders are required to disclose whether they are a partnership, corporation or sole proprietorship. The Stockholder Disclosure Certification form shall be completed, signed and notarized. Failure of the bidder to submit the required information is cause for automatic rejection of the bid.

For a publicly traded direct or indirect parent entity:

A bidder with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10% percent or greater beneficial interest as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10% percent or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the

relevant page numbers of the filings that contain the information on each person that holds a 10% percent or greater beneficial interest.

E. THE NEW JERSEY WORKER AND COMMUNITY RIGHT TO KNOW ACT

The manufacturer or supplier of a substance or mixture shall supply the Chemical Abstracts Service number of all the components of the mixture or substance and the chemical name. The manufacturer and supplier must properly label each container. Further, all applicable Material Safety Data Sheets (MSDS) - hazardous substance fact sheet - must be furnished.

F. NON-COLLUSION AFFIDAVIT

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

G. PROPOSAL DOCUMENT CHECKLIST

Pursuant to NJSA 40A:11-23.1, the proposal document checklist must be completed and submitted with your proposal.

H. PUBLIC WORKS CONTRACTOR REGISTRATION ACT

Pursuant to P.L. 1999, c.238 (C.34:11-56.48 et seq), no contractor shall proposal on any contract for public work as defined in section 2 of P.L.1963,c.150 (C.34:11-56.26) unless the contractor is registered pursuant to this act. No contractor shall list a subcontractor in a proposal for the contract unless the subcontractor is registered. Applications for registration are available from: NEW JERSEY DEPARTMENT OF LABOR, DIVISION OF WAGE AND HOUR COMPLIANCE, PO BOX 389, TRENTON, NJ 08625-0389. The contractor shall submit a copy of the registration certificate with their proposal. Failure to submit the certificate may be cause for rejection of the proposal. Each contractor shall, after the proposal is made and prior to the awarding of the contract, submit to the City of Trenton the certificates of registration for all subcontractors listed in the proposal.

I. BUSINESS REGISTRATION OF PUBLIC CONTRACTORS

BUSINESS REGISTRATION

Pursuant to N.J.S.A. 52:32-44, The City of Trenton ("Contracting Agency") is prohibited from entering into a contract with an entity unless the bidder/proposer/contractor, and each subcontractor that is required by law to be named in a bid/proposal/contract has a valid Business Registration Certificate on file with the Division of Revenue and Enterprise Services within the Department of the Treasury. Prior to contract award or authorization, the contractor shall provide the Contracting Agency with its proof of business registration and that of any named subcontractor(s). Subcontractors named in a bid or other proposal shall provide proof of business registration to the bidder, who in turn, shall provide it to the Contracting Agency prior

to the time a contract, purchase order, or other contracting document is awarded or authorized.

During the course of contract performance:

- (1) the contractor shall not enter into a contract with a subcontractor unless the subcontractor first provides the contractor with a valid proof of business registration.
- (2) the contractor shall maintain and submit to the Contracting Agency a list of subcontractors and their addresses that may be updated from time to time.
- (3) the contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into the State. Any questions in this regard can be directed to the Division of Taxation at (609)292-6400. Form NJ-REG can be filed online at <http://www.state.nj.us/treasury/revenue/busregcert.shtml>.

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

Pursuant to N.J.S.A. 54:49-4.1, a business organization that fails to provide a copy of a business registration as required, or that provides false business registration information, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000, for each proof of business registration not properly provided under a contract with a contracting agency.

J. CONFLICT OF INTEREST

In accordance with 40:69A-163 no officer or employee elected or appointed in any municipality shall be interested directly or indirectly in any contract or job for work or materials, or the profits thereof, to be furnished or performed for the municipality.

VII. METHODS OF AWARD

A. All contracts shall be for 12 consecutive months unless otherwise noted in technical or supplemental specifications.

B. The OWNER may award the work on the basis of the Base Proposal, combined with such Alternates as selected, until a net amount is reached which is within the funds available.

C. If the award is to be made on the basis of Base Proposals only, it will be made to that responsible Proponent whose Base Proposal, therefore, is the lowest. If the award is to be made on the basis of a combination of a Base Proposal with Options, it

will be made to that responsible Proponent whose net proposal on such combination is the lowest.

D. The OWNER may also elect to award the work on the basis of line items or unit prices.

E. The successful Proponent will not assign any interest in this contract and shall not transfer any interest in the same without the prior written consent of the OWNER.

F. Pursuant to NJSA 40A:11-13(b), the OWNER reserves the right to consider the Proponent's physical proximity to Trenton City Hall, 319 East State Street, Trenton, NJ, in awarding the contract when it is determined that the location of the Proponent's business is a requisite to the efficient and economical performance of said contract.

G. Pursuant to NJSA 40A:11-24, the OWNER shall award the contract or reject all proposals within the time as may be specified, but in no case more than 60 days, except that the proposals of any Respondent who consent thereto may, at the request of the contracting unit, be held for consideration for a longer period as may be agreed.

H. The OWNER may award the work in whole or in part whichever is most advantageous to the OWNER.

VIII. REJECTION OF PROPOSALS

A. Availability of Funds

Pursuant to statutory requirements, any contract resulting from this proposal shall be subject to the availability and appropriation of sufficient funds annually.

B. MULTIPLE PROPOSALS NOT ALLOWED

More than one proposal from an individual, a firm or partnership, a corporation or association under the same or different names shall not be considered.

C. UNBALANCED PROPOSALS

Proposals which are obviously unbalanced may be rejected.

D. UNSATISFACTORY PAST PERFORMANCE

Proposals received from Respondent who have previously failed to complete contracts within the time scheduled therefore, or who have performed prior work for the OWNER in an unacceptable manner, may be rejected.

E. FAILURE TO ENTER CONTRACT

Should the Proponent, to whom the contract is awarded, fail to enter into a contract within 21 days, Sundays and holidays excepted, the OWNER may then, at its option, accept the proposal of the next lowest responsible Proponent.

- F. The lowest proposal substantially exceeds the estimates for goods and services.
- G. The OWNER decides to abandon the project.
- H. The OWNER decides to substantially review the specifications.
- I. The purposes or provisions or both of P.L. 1971, c.198 (D.40A:11-1 et seq) are being violated;
- J. The OWNER decides to utilize the State authorized contract pursuant to section 12 of P.L.1971, c.198(C.40A:11-12).

IX. TERMINATION OF CONTRACT

- A. If, through any cause, the successful Proponent shall fail to fulfill in a timely and proper manner obligations under this contract or if the contractor shall violate any of the requirements of this contract, the OWNER shall there upon have the right to terminate this contract by giving written notice to the contractor of such termination and specifying the effective date of termination. Such termination shall relieve the OWNER of any obligation for balances to the contractor of any sum or sums set forth in the contract.
- B. Notwithstanding the above, the contractor shall not be relieved of liability to the OWNER for damages sustained by the OWNER by virtue of any breach of the contract by the contractor and the OWNER may withhold any payments to the contractor for the purpose of compensation until such time as the exact amount of the damage due the OWNER from the contractor is determined.
- C. The contractor agrees to indemnify and hold the OWNER 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 OWNER under this provision.
- D. In case of default by the successful Proponent, the OWNER may procure the articles or services from other sources and hold the successful Proponent responsible for any excess cost occasioned thereby.
- E. Continuation of the terms of this contract beyond the fiscal year is contingent on availability of funds in the following year's budget. In the event of unavailability of such funds, the OWNER reserves the right to cancel this contract.

X. CONTRACT EXTENSION FOR SERVICE CONTRACTS

The contracting unit at its sole discretion and pursuant to the authority granted to it in accordance with N.J.S.A. 40A:11-15 may extend any contract for services

other than professional services; the statutory length of which contract is for three years or less. Such contracts shall be limited to no more than one two-year extension or two one-year extensions and shall be subject to the limitations contained in this section. All multi-year contracts entered into pursuant to this section, including any two year or one year extensions, with the exception of those contracts identified in subsections (1),(9),(12),(16),(17),(18), (19),(24),(30),(31),(34),(35),(36)and (37) of N.J.S.A. 40A:11-15, shall be subject to the availability and annual appropriation of sufficient funds as may be required to meet the extended obligation and are subject to annual cancellation if said funds become unavailable.

RECORDS FOR THE NEW JERSEY STATE COMPTROLLER

Pursuant to N.J.S.A.52:15C-14(d), relevant records of private vendors or other persons entering into contracts with the City are subject to audit or review by the New Jersey Office of the State Comptroller. Therefore, the Contractor shall maintain all documentation related to products, transactions or services under this contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

P.L. 2012 BID OR PROPOSAL PHOBITED

C.52:32-57 "P.L.2012, C.25 prohibits State and local public contracts with persons or entities engaging in certain investment activities in energy or finance sectors of Iran."

FINANCIAL STATEMENTS Pursuant to N.J.S.A:11-13(f)

Pursuant to N.J.S.A:11-13(f) No Financial Statement shall be required of vendors if either a guarantee, by the certified check, cashier's check, or bid bond, or surety company certificate is also required to be furnished by the bidder, unless any law or regulation of the United States imposes a condition upon the awarding of a monetary grant to be used for the purchase, which condition requires that a financial statement be submitted.

N.J.A.S.40A:11-13(e) CHALLENGES

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

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
 - of the public entity awarding the contract
 - of that county in which that public entity is located
 - of another public entity within that county
 - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE:** This section does not apply to Board of Education contracts.

"N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."

PUBLIC CONTRACTING REFORM ORDINANCE

Be It Enacted by the City of Trenton, County of Mercer:

Preamble

WHEREAS, large political contributions from those seeking or performing contracts with a municipality, raise reasonable concerns on the part of taxpayers and residents as to their trust in government and its business practices;

WHEREAS, pursuant to N.J.S.A. 40:48-2, a municipality is authorized to adopt such ordinances, regulations, rules and by-laws as necessary and proper for good government, as well as the public health, safety and welfare; and

WHEREAS, pursuant to P.L.2005, c.271 (codified at N.J.S.A. 40:11A-51) a municipality is authorized to adopt by ordinance measures limiting the awarding of public contracts to business entities that have made political contributions and limiting the contributions that the recipient of such a contract can make during the term of a contract; and

WHEREAS, in the interest of good government, the people and the government of the City of Trenton desire to establish a policy that will avoid the perception of improper influence in public contracting and local elections;

NOW, THEREFORE, BE IT RESOLVED, it shall be the policy of the City of Trenton to create a such a regulation which states that a business entity which makes political contributions to municipal candidates and municipal and county political parties in excess of certain thresholds shall be limited in its ability to receive public contracts from the City of Trenton; and

BE IT ORDAINED by the City of Trenton, in the County of Mercer, and State of New Jersey, as follows:

SECTION I – PROHIBITION ON AWARDING PUBLIC CONTRACTS TO CERTAIN CONTRIBUTOR

- (a) To the extent that it is not inconsistent with state or federal law, the City of Trenton and any of its departments, instrumentalities or purchasing agents shall not enter into any agreement, or otherwise contract to procure "professional services" as such term is used at N.J.S.A. 40:11A-5(1)(a)(i) and/or banking, insurance or other consulting service (hereinafter "professional services") from any professional business entity if such professional business entity has solicited or made any contribution (as such term is defined at N.J.A.C. 19:25-1.7, which definition includes loans, pledges and in-kind contributions) (hereinafter "contribution"), to (i) a candidate or joint candidates committee of any candidate for elective municipal office in Trenton or a holder of public office having ultimate responsibility for the award of a contract, or (ii) to any Trenton or Mercer County political party committee, or (iii) to any political action committee that regularly engages in the support of Trenton municipal or Mercer county elections and/or Trenton municipal or Mercer county political parties or Trenton municipal or Mercer County political party committees, (hereinafter "PAC"), in excess of the thresholds specified in subsection (d) within one calendar year immediately preceding the date of the contract or agreement.
- (b) No professional business entity who submits a proposal for, enters into negotiations for, or agrees to any contract or agreement with the City of Trenton or any of its departments or instrumentalities, for the rendition of professional services shall knowingly solicit or make any contribution, to: (i) a candidate or joint candidates committee of any candidate for elective municipal office in Trenton or holder of public office having ultimate responsibility for the award of a contract, or (ii) to any Trenton or Mercer County political party committee, or (iii) to any political action committee ("PAC") that regularly engages in the support of Trenton municipal or Mercer County elections and/or Trenton municipal or Mercer County political parties or Trenton municipal or Mercer County political party committees, between the time of first communication between that professional business entity and the municipality regarding a specific agreement for professional services and the later of the termination of negotiations or rejection of any proposal, or the completion of the performance of that contract or agreement.
- (c) For purposes of this Ordinance, a "professional business entity" whose contributions are regulated by sections (a) and (b) hereof means: (i) an individual including the individual's spouse, and any child/children living at home; (ii) a firm; corporation; professional corporation; partnership; limited liability company; organization; association; and any other manner and kind of business entity; (c) any person who owns 10% or more of the equity or ownership or income interests in a person or entity as defined in sections (i) and (ii) above and their spouses and child/children living at home; (d) all partners or officers of such an entity, in the aggregate, and their spouses and child/children living at home; and (e) all persons who are an "affiliate" of a person as defined in sections (i) and (ii) above (as such term is used in 11 U.S.C. § 101(2)).
- (d) The monetary thresholds of this Ordinance are: (i) a maximum of \$300 each for any purpose to any candidate for mayor or governing body, or \$300 to a political party committee of the City of Trenton; (ii) \$500 to a Mercer County political party committee or to any PAC. However, any group of persons meeting the definition provided in section (c) above of "professional business entity" may not annually contribute for any purpose in excess of \$2,500 to all City of Trenton candidates and officeholders with ultimate responsibility for the award of the contract and all City of Trenton or Mercer County political party committees and PACs combined, without violating subsection (a) of this section.
- (e) For purposes of this section, the office that is considered to have ultimate responsibility for the award of the contract shall be:
 - (1) The City of Trenton Mayor or Governing body, if the contract requires approval or appropriation from the Mayor or Governing body.
 - (2) The Mayor of the City of Trenton, if the contract requires approval of the Mayor, or if a public officer who is responsible for the award of a contract is appointed by the Mayor.

SECTION 2 – CONTRIBUTIONS MADE PRIOR TO THE EFFECTIVE DATE

No contribution or solicitation of contributions made prior to the effective date of this Ordinance shall be deemed to give rise to a violation of this Ordinance.

SECTION 3 – CONTRIBUTION STATEMENT BY PROFESSIONAL BUSINESS ENTITY

- (a) Prior to awarding any contract or agreement to procure professional services from any professional business entity the City of Trenton or its purchasing agents and departments, as the case may be, shall receive a sworn statement from the intended recipient of said contract that he/she/it has not made a contribution in violation of Section 1 of this Ordinance.
- (b) The recipient of said contract shall have a continuing duty to report any violations of this Ordinance that may occur during the negotiation, proposal process or duration of a contract's performance. The certification required under this subsection shall be made prior to entry into the contract or agreement with the City of Trenton, or prior to the provision of services or goods, as the case may be, and shall be in addition to any other certifications that may be required by any other provision of law.

SECTION 4 – RETURN OF EXCESS CONTRIBUTIONS

A recipient of a contract for professional services may cure a violation of Section 1 of this Ordinance, if, within 30 days after the general election which follows the date of the contribution, the contract recipient notifies the municipality in writing and seeks and receives reimbursement of the contribution from the recipient of such excess contribution.

SECTION 5 – EXEMPTIONS

The contribution limitations prior to entering into a contract in Section 1(e) do not apply to contracts which (i) are awarded to the lowest responsible bidder after public advertising for bids and bidding therefor within the meaning of N.J.S.A. 40A:11-4, or (ii) are awarded in the case of emergency under N.J.S.A. 40A:11-6. There is no exemption for contracts awarded pursuant to a "Fair and Open Process" under N.J.S.A. 19:44A-20 *et seq.*

SECTION 6 – PENALTY

- (a) It shall be a material breach of the terms of a City of Trenton agreement or contract for professional services when a recipient of such agreement or contract has: (i) made or solicited a contribution in violation of this Ordinance; (ii) knowingly concealed or misrepresented a contribution given or received; (iii) made or solicited contributions through intermediaries for the purpose of concealing or misrepresenting the source of the contribution; (iv) made or solicited any contribution on the condition or with the agreement that it will be re-contributed to a candidate or joint candidates committee of any candidate for elective municipal office in Trenton or any Trenton or Mercer County political party committee, or any PAC; (v) engaged or employed a lobbyist or consultant with the intent or understanding that such lobbyist or consultant would make or solicit any contribution, which if made or solicited by the professional business entity itself, would subject that entity to the restrictions of this Ordinance; (vi) funded contributions made by third parties, including consultants, attorneys, family members, and employees; (vii) engaged in any exchange of contributions to circumvent the intent of this Ordinance; or (viii) directly or indirectly, through or by any other person or means, done any act which if done directly would subject that entity to the restrictions of this Ordinance.
- (b) Furthermore, any professional business entity that violates Section 6 (a) ii-viii shall be disqualified from eligibility for future City of Trenton contracts for a period of four calendar years from the date of the violation.

SECTION 7 – SEVERABILITY

If any provision of this Ordinance, or the application of any such provision to any person or circumstances, shall be held invalid, the remainder of this Ordinance to the extent it can be given effect, or the application of such provision to persons or circumstances other than those to which it is held invalid shall not be affected thereby, and to this extent the provisions of this Ordinance are severable. The drafters of this Ordinance, the persons signing the petition in support of this Ordinance, and the persons who cast votes in favor of the Ordinance, declare that they would have supported of this Ordinance and each section, subsection, sentence, clause, phrase, or provision or application thereof, irrespective of the fact that any one or more other sections, subsections, sentences, clauses, phrases, or provisions or applications thereof may be held invalid.

SECTION 8 – REPEALER

All ordinances or parts of ordinances which are inconsistent with any provisions of this Ordinance are hereby repealed as to the extent of such inconsistencies.

SECTION 9 – EFFECTIVE DATE

This Ordinance shall become effective twenty (20) days following the earlier of (a) final adoption thereof by the Municipal Council of the City of Trenton or (b) the date on which the passage of this Ordinance as a public question is certified pursuant to N.J.S.A. 19:20-9 or other applicable law, and shall be published as required by law.

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

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

Name of Organization: _____

Organization Address: _____

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

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

Part II

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

OR

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

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

Name of Individual or Business Entity	Address

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

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

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

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

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Address

Stockholder/Partner/Member Corresponding Entity Listed in Part II	and 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:	

STATE OF NEW JERSEY :
COUNTY OF _____ : **ss.**

, being of full age, duly sworn according to law, deposes and says:

1. No contribution has been made in violation of Section 1 of the Public Contract

Reform Ordinance adopted by the voters of the City of Trenton on November 7, 2006.

(A copy of the ordinance is attached hereto and contributions made prior to November 27, 2006 do not give rise to a violation of the ordinance.)

2. I am familiar with the penalties set forth in Section 6 of the ordinance.
 3. The foregoing statements made by me are true to the best of my knowledge and belief.

I am aware that if any of the foregoing statements made by me are willfully false I am subject to punishment.

BY:

Sworn to and subscribed before me
this _____ day of _____

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I – Vendor Information

Vendor Name:		
Address:		
City:	State:	Zip:

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

Signature	Printed Name	Title
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Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

Check here if disclosure is provided in electronic form.

Check here if the information is continued on subsequent page(s)

Continuation Page

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

Page _____ of _____

· Vendor Name:

Check here if the information is continued on subsequent page(s)

List of Agencies with Elected Officials Required for Political Contribution Disclosure
N.J.S.A. 19:44A-20.26

County Name:

State: Governor, and Legislative Leadership Committees

Legislative District #s:

State Senator and two members of the General Assembly per district.

County:

Freeholders
{County Executive}

County Clerk
Surrogate

Sheriff

Municipalities (Mayor and members of governing body, regardless of title):

**USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD
FROM WWW.NJ.GOV/DCA/LGS/P2P A COUNTY-BASED,
CUSTOMIZABLE FORM.**

OF TRENTON
ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

The undersigned Proposer hereby acknowledges receipt of the following Addenda:

Addendum Number

Dated

Acknowledged for: _____
(Name of Proponent)

By: _____
(Signature of Authorized Representative)

Name: _____

Title: _____

**REQUIRED EVIDENCE
AFFIRMATIVE ACTION REGULATIONS
N.J.S.A. 10:5-31et seq., 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 days of the signing of the contract an Initial Project Manning Report (AA201) for any contract award that meets or exceeds the Public Agency proposal's 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 (N.J.A.C. 17:27)

The following questions must be answered by all Respondents:

1. Do you have a federally approved or sanctioned Affirmative Action Program?
YES NO
If yes, please submit a copy of such approval.
2. Do you have a Certificate of Employee Information Report Approval?
YES NO
If yes, please submit a copy of such certificate.

The undersigned contractor certifies that he 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.

DATE: _____

COMPANY _____

SIGNATURE: _____

TITLE: _____

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

(REVISED 4/10)
EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L.1975, c.127)
N.J.A.C. 17:27 et seq.

GOODS, GENERAL SERVICES, AND PROFESSIONAL SERVICES CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality, or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affection-al 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 of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. I7:27-5.2.

EXHIBIT A (Cont)

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

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

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

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

Letter of Federal Affirmative Action Plan Approval.

Certificate of Employee Information Report; or

Employee Information Report Form AA-302 (electronically provided by the Division and distributed to the public agency through the Division's website at:
http://www.state.nj.us/treasury/contract_compliance.

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

Date: _____ Signature:_____

Company: _____

Letter of Federal Affirmative Action Plan Approval.

Certificate of Employee Information Report; or

Employee Information Report Form AA-302 (electronically provided by the Division and distributed to the public agency through the Division's website at:

http://www.state.nj.us/treasury/contract_compliance.

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

ALERT: NOTICE OF AMENDMENT TO N.J.A.C. 17:27

Change In Procedure for Administering Equal Employment Opportunity Compliance in Public Contracts.

The Department of Treasury, Division of Equal Employment Opportunity Compliance in Public Contracts amended N.J.A.C. 17:27, Governing the Affirmative Action Employment Practices for public agencies, contractors, subcontractors and business firms to comply with the Equal Employment Opportunity Standards mandated by N.J.S.A 10:5-36 et seq. (P.L 1975, C. 127).

- The amendment clarifies the requirements for demonstrating Good Faith Efforts to hire minorities and women in the construction trades and the contracting agency's obligation to comply with EEO Requirements.
- The amendment imposes a **\$150.00 fee** for the issuance and renewal of a Certificate of Employee Information Report.

MISSION:

To ensure that any firm contracting with the City of Trenton provides Equal Opportunity in Employment Public Agencies and Vendors shall comply with EEO requirements in order to ensure equal employment opportunities in public contracting for minorities and women. Refer to the following information detailing Vendor and City obligations.

VENDOR OBLIGATIONS

Contractors or subcontractors shall agree to make Good Faith Efforts to afford equal employment opportunities to minority and women workers consistent with Good Faith Efforts to meet targeted City 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.

- Vendors shall complete form AA302, submit to the Division of Public Contracts Equal Employment Opportunity Compliance with a **\$150.00 fee** and forward a copy of form AA302 to the City of Trenton.
- **After notification of award but prior to execution of goods, services and professional services contracts (including bid exempt contracts), evidence must be submitted to the City.**

The Certificate of Employee Information Report serves as evidence of compliance with regulations. The AA302 is not an acceptable form of evidence.

CONSTRUCTION CONTRACTS

The City supplies the construction contractor with form AA201, the Initial Project Workforce Report for submittal to the City of Trenton and Division of Public Contracts Equal Employment Opportunity Compliance.

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

The CONTRACTOR and the OWNER do hereby agree that the provisions of Title II of the Americans with Disabilities Act of 1990 (the "ACT") (42 U.S.C. S12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any 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 grievance procedure, the CONTRACTOR agrees to proposal 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 proceedings is brought against the OWNER or any of its agents, servants, and employees, the OWNER shall expeditiously forward or have forwarded to the CONTRACTOR every demand, complaint, notice, summons, pleading, or other process received by the OWNER or its representatives.

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

It is further agreed and understood that the OWNER assumes no obligation to indemnify or save harmless the CONTRACTOR, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the CONTRACTOR expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the CONTRACTOR'S obligations assumed in this Agreement, nor shall they be construed to relieve the

CONTRACTOR from any liability, nor preclude the OWNER from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

DATE: _____

COMPANY NAME

SIGNATURE: _____

NON-COLLUSION AFFIDAVIT

State of New Jersey
County of _____

ss:

I, _____ residing in
(Name of affiant)
_____ in the County of _____
(Name of municipality)

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)
_____ the bidder making this Proposal
(Name of firm)

for the bid proposal entitled _____, and that I executed the said
(Title of bid proposal)

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

(Name of contracting unit)
truth of the statements contained in said Proposal and in the statements contained in this affidavit in
awarding the contract for the said project.

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

Subscribed and sworn to
before me this day
_____ 20 .

(Type or print name of affiant under signature)

Notary public of _____

My Commission expires _____ 20 .

Disclosure of Investment Activities in Iran

Person or Entity:	
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Part 1: Certification

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

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

www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf. Bidders must review this list prior to completing the below certification. Failure to complete the certification may render a bidder's proposal non-responsive. If a person or entity is found to be in potential violation of law, the matter shall be referred to the State Attorney General who shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

CHECK THE APPROPRIATE BOX:

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

OR

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

Part 2 – Additional Information

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

Part 3: Certification

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

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

STANDARD BID DOCUMENT REFERENCE						Section 11
Name of Form:	DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN			Instruction Reference:		VII-F
Applicability	Y/N			Mandatory	Optional	N/A
	LPCL	Y	Goods and Services	X		
Source References:	N.J.S.A. 52:32-55 et seq. N.J.S.A. 40A:11-2.1 N.J.S.A. 18A:18A-49.4					
Supplemental Reference:						
Description:	N.J.S.A. 52:32-55, et seq., (P.L. 2012, c.25 and P.L. 2021, c.4) prohibits certain State and local public contracts with persons or entities engaging in certain investment activities in energy or finance sectors of Iran. Bidders must indicate if they comply with the law by certifying the form.					

LFN 2023-11 provided DLGS authoritative guidance concerning the procurement amount over which the Russia/Belarus and Iran investment disclosure forms are required. The guidance reads as follows:

“Given the threshold for vendor/contractor certification applied to State goods or services contracts, combined with the practical considerations of local purchasing, a contracting unit should rely on the advice of legal counsel in determining whether to apply its own local quote threshold to the Russia-Belarus certification; the Division will defer to contracting units on this point. However, be mindful that determinations of aggregation would apply here just as they would when determining whether a contract is subject to public bidding.”

Thus, contracting units should make an appropriate determination of threshold of when to require the Iran disclosure.

P.L. 2021, c.4 amended a section of the Iran Disclosure enabling law at N.J.S.A. 52:32-58(a) to clarify that the certification must be submitted to the contracting unit “...prior to the time a contract is awarded and at the time the contract is renewed.”

The Certification form requires the insertion of contracting unit identification information which should be filled in (in italics on the form) prior to its use.

NOTICE OF INTENT TO SUBCONTRACT FORM
(MANDATORY IF APPLICABLE)

This notice of intent must be completed and included as part of each bidder's proposal. Failure to submit this form will be cause for rejection of the bid as non-responsive.

Please check one of the below-listed boxes:

- If awarded this contract, I will engage subcontractors to provide certain goods and/or services.

ALL BIDDERS THAT INTEND TO ENGAGE SUBCONTRACTORS MUST ALSO SUBMIT A COMPLETED AND CERTIFIED SUBCONTRACTOR UTILIZATION PLAN WITH THEIR BID PROPOSALS. BIDDERS SHOULD ALSO SUBMIT A NEW JERSEY BUSINESS REGISTRATION CERTIFICATE FOR EACH SUBCONTRACTOR AS WELL AS ANY LICENSES HELD BY SUBCONTRACTORS WITH THEIR BID PROPOSAL.

- If awarded this contract, I do not intend to engage subcontractors to provide any goods and/or services.

ALL BIDDERS THAT DO NOT INTEND TO ENGAGE SUBCONTRACTORS MUST ATTEST TO THE FOLLOWING CERTIFICATION:

I hereby certify that if the award is granted to my firm and if I determine at any time during the course of the contract to engage subcontractors to provide certain goods and/or services, I will submit the Subcontractor Utilization Plan for approval to the Business Administrator or his legal representative in advance of any such engagement of subcontractors. Additionally, I certify that in engaging subcontractors, I will make a good faith effort to achieve the subcontracting set-aside goals established for this contract, and I will attach to the plan documentation of such efforts.

Respectfully submitted by:

Signature

Name, typed or printed

(Seal—if bid is by a
corporation)

Title

Name of Firm

Business Address/Zip

Telephone

Fax

**PROVIDE A LIST SUB-CONTRACTORS
COPY OF LICENSES SUBMITTED WITH BID**
(MANDATORY IF APPLICABLE)

NAME _____
ADDRESS _____
CITY, STATE, ZIP _____
TELEPHONE: _____
FAX NO. _____
TRADE _____
LICENSE NO. _____

NAME _____
ADDRESS _____
CITY, STATE, ZIP _____
TELEPHONE: _____
FAX NO. _____
TRADE _____
LICENSE NO. _____

NAME _____
ADDRESS _____
CITY, STATE, ZIP _____
TELEPHONE: _____
FAX NO. _____
TRADE _____
LICENSE NO. _____

NAME _____
ADDRESS _____
CITY, STATE, ZIP _____
TELEPHONE: _____
FAX NO. _____
TRADE _____
LICENSE NO. _____

NAME _____
ADDRESS _____
CITY, STATE, ZIP _____
TELEPHONE: _____
FAX NO. _____
TRADE _____
LICENSE NO. _____

PREVAILING WAGE STATEMENT (IF APPLICABLE)

As noted, and required, the successful bidder/proposer will be required to submit and comply with all federal and local New Jersey laws regarding payment of prevailing wage rates. To that end, I _____, an authorized representative of _____, accept that legal requirement and indicate by signing this document, the firm's intention and willingness to comply.

This project is subject to both New Jersey State and Federal Prevailing wage requirements. The higher of the two wage rates and fringe benefits for each worker classification shall be the wage rate used. The New Jersey wage and fringe benefits rate in effect on the date the contract is awarded will be the State rates for the duration of the project. All New Jersey predetermined rate increases at the time of the contract award also apply. The Federal wage rate and fringe benefits that are in effect ten (10) days prior to the bid opening date will be the Federal rates for the duration of the project, provided that the contract is executed within 90 days of the bid opening date.

Name of Firm

Signature

Title

Date

CONTRACT AWARD

Upon opening proposals, pricing shall remain firm for a period of sixty (60) calendar days. In the event that the award is not made within sixty (60) calendar days, bidders may hold their bid consideration beyond sixty days or until the contract is awarded.

- Check here if willing to hold the pricing consideration beyond sixty days or until the contract is awarded.

- Check here if not willing to hold the pricing consideration beyond sixty days or until the contract is awarded.

AUTHORIZED SIGNATURE

EMERGENCY SERVICES

In the event of an emergency, Vendor will provide priority service to the City of Trenton.

VENDOR EMERGENCY COMPLIANCE

YES
NO

In the event of an emergency, identify your company procedure for emergency delivery of services should your facility be affected by a critical disruption:

PROPOSAL
PROPOSER MUST COMPLETE

The undersigned Proposer declares that he/she has read the Notice of Request for Competitive Contracting Proposal, Instructions to Respondents, Affidavits and Scope of Services, Requirements, Evaluation Criteria attached, that he/she has determined the conditions affecting the proposal agrees, if this proposal is accepted, to furnish and deliver the following:

(SIGNATURE BY AUTHORIZED REPRESENTATIVE)

The undersigned is a Corporation, Partnership or Individual under the laws of the State of _____

_____ having its principal office

at _____

COMPANY _____

ADDRESS _____

ADDRESS _____

FED. ID # _____

NAME _____

TELEPHONE _____

FAX _____

E-MAIL _____

DATE _____