

Township of Maple Shade

200 Stiles Avenue
Maple Shade, New Jersey 08052

REQUEST FOR PROPOSALS FOR JANITORIAL SERVICES AT THE TOWNSHIP OF MAPLE SHADE MUNICIPAL BUILDING FOR A PERIOD OF ONE (1) YEAR WITH AN OPTION FOR AN ADDITIONAL ONE (1) YEAR



Proposals Shall Be Received
No Later Than
Friday, November 13, 2026 at 11:00am

Prepared By:
Susan Danson, QPA
Township Manager

Township of Maple Shade Checklist

REQUIRED BY PROPOSER	Submission Requirement (If Checked)	Initial each required & submit item
☒	New Jersey Business Registration (prior to award of contract)	
☒	Stockholder Disclosure Certification	
☒	Affirmative Action Regulations Questionnaire	
☒	Read: Americans with Disability Act of 1990 Language	
☒	Iran Certification	
☒	Insurance and Indemnification Certificate	
☒	Signed Proposal	
☒	One (1) Original and One (1) copy of the complete proposal	
☒	References	
☒	Site Visit Performed Date: _____	

This Checklist is provided for bidder's use in assuring compliance with all required documentation

Name of Bidder: _____

By Authorized Representative:

Signature: _____

Print Name & Title: _____

Date: _____

INSURANCE REQUIREMENTS

The Contractor shall maintain sufficient insurance to protect against all claims under Workers Compensation as statutorily required, General Liability in the amount of \$1,000,000.00 single occurrence and \$2,000,000.00 general aggregate and Automobile insurance in the amount of \$1,000,000.00 combined single limit. Vendors are responsible to provide updated certificates as policies renew. Depending upon the scope of work and goods or services provided, specific types of insurance may not be required. The Township of Maple Shade and its assignee's will make this determination.

In all cases where a Certificate of Insurance is required, the Township of Maple Shade is to be named as an Additional Insured and named as a Certificate Holder as follows: *Township of Maple Shade, 200 Stiles Avenue, Maple Shade, New Jersey 08052*. The Certificate shall contain a 30-day Notice of Cancellation. The language shall state the following:

"The Township of Maple Shade is named as Additional Insured."

SPECIFICATIONS FOR CLEANING SERVICES AT THE TOWNSHIP OF MAPLE SHADE MUNICIPAL BUILDING

PURPOSE AND INTENT

The Township of Maple Shade request proposals for cleaning services. The expected services and products are described in this Request for Proposal. The intent of the RFP is to award a contract to the responsive and responsible bidder whose proposal, conforming to this RFP, is most advantageous to the Township in accordance with the New Jersey Local Public Contract Laws. The contract shall be awarded for a period of one (1) year, with the option to extend for one (1) additional one (1) year period. Bidders are required to submit all required documentation. Bidder's shall have at least three (3) years experience providing similar services. The Township reserves the right to verify references and past performance and to reject proposals that do not meet the stated specifications, subject to applicable procurement law.

CHANGE IN SCOPE OF WORK

In the event that there is a change in the Scope of Work, the Township designee will notify the awarded contractor, in writing. The Township designee will determine the staffing requirements and the monthly billing shall be adjusted to reflect the staffing and hours worked. No additional work or price adjustment shall be authorized without prior written approval by the Township.

A site visit is required for all bidder's. To schedule a visit, please contact the Township Manager's Office at 856-779-9610, ext 113. Attendance shall be documented by the Township; bidders should verify the complete areas and access requirements during the visit.

The Contract shall start January 1st, 2027

CONTRACT MANAGER:

Susan Danson, Township Manager – 856-779-9610, ext 161

Custodians will be required to wear proper identification supplied by the contractor, and have a company issued photo laminated ID card readily available at all times.

The Contractor is responsible for performing a Criminal Background Check on each potential employee and provide reports to the Township Manager prior to the start of the contract. The Contractor shall notify the Township before substituting personnel and shall ensure replacement personnel satisfy all applicable screening and identification requirements before accessing the building.

AREAS TO BE CLEANED:

Township of Maple Shade Municipal Building, 200 Stiles Ave., Maple Shade, NJ 08052

Approximately 10,000 Square Feet – includes all occupied areas but not limited too, 4 bathrooms, 2 kitchens, Common Area Vestibules and Senior Center. Pricing for janitorial services is also being requested for the inclusion of the Burlington County Library located in the Township of Maple Shade Municipal Building

UNSATISFACTORY PERFORMANCE:

All work shall be supervised by the Contractor's personnel who will coordinate efforts with the Township. The Township shall monitor the services provided and if found to be unsatisfactory, work shall be performed at no additional cost to the Township. The Contractor will not be compensated until the work is completed. The uncompleted work must be performed by the contractor the following day. The Contractor shall designate a supervisor available to respond to Township complaints and shall document corrective actions upon request.

EQUIPMENT:

The Contractor shall provide all necessary equipment and supplies to carry out the custodial services enumerated in this Request for Proposal as part of the contract price. The contractor shall supply all cleaning agents deemed necessary to complete the job. The Township will be responsible for supplying paper towels, toilet tissue, hand soap, trashcan liners (small, medium, large). Cleaning chemicals shall be stored securely, used according to manufacturer instructions, and never left accessible to the public.

If property damage resulting from contractor's negligence has to be repaired and/or replaced by the township; the expense for such work will be deducted from the monies due the contractor. The Contractor shall at all times comply with the NEW JERSEY RIGHT TO KNOW ACT, including ensuring proper labeling of all containers of potentially hazardous materials, and furnishing Material Safety Data Sheets (MSDS) as required. Current Safety Data Sheets (SDS) shall be available for all applicable chemical products used on site.

HOLIDAYS

The following are designated Township holidays and excluded from the work schedule:

New Year's Day
Martin Luther King Day
President's Day
Good Friday
Easter Monday
Memorial Day
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Eve
Christmas Day

RECYCLING POLICY

Recyclables shall be single streamed and not commingled with other solid waste. Single Stream Recycling is a technology that allows participants to place all of their recyclables, such as fiber (newspaper, office paper and cardboard) and non-fiber or commingled (plastic and glass bottles, steel and aluminum cans), into a single container for subsequent collection, processing and remarketing.

INDEPENDENT CONTRACTOR

The Contractor shall be an independent contractor in every respect and not an agent of the Township. The Contractor shall be the sole employer of all personnel engaged in the performance of this contract and shall accept full responsibility for all lost or damaged property and injury to persons resulting from the execution of the as well as for any claims made by or on behalf of the Contractor's agents, servants and employees arising out of their employment or work pertaining to the performance of this Contract.

INDEMNIFICATION

The Contractor shall accept the full responsibility for and shall defend, indemnify and save harmless the Township of Maple Shade, its officials, officers, employees, and agents from all claims for all loss or damage to property and injury to persons resulting from the negligent execution or performance of this Contract as well as for any claims made by or on behalf of Contractor's agents, servants, and/or employees arising out of their employment or work pertaining to the operation under this Contract; moreover Contractor shall at all times defend, indemnify and hold the Township, its elected officials, officers, and/or employees harmless from and against any and all liabilities, demands, claims, suits, losses, damages, causes of action,

finances, or judgments, including costs, attorney and witness fees, and expenses incident thereto, arising out of or in connection with the execution or performance of this Contract. Contractor shall be an independent contractor at all times and in every respect and not the agent of the Township. Nothing contained herein and no direction or notification from the Township, the Project Manager, or his /her designee to the Contractor shall imply the creation of a partnership, joint venture or agency relationship between the parties herein.

SCOPE OF WORK

The Contractor shall maintain a cleaning log identifying the date, assigned personnel, and completion of scheduled services, available to the Township upon request.

The contractor will have direct responsibility for the completion and quality of janitorial services within the buildings. The contractor may provide janitorial services directly with his own staff. The building and all areas identified shall be cleaned 3x's per week (or as specified on proposal sheet) (Tuesday, Wednesday and Friday) between the hours of 5:00am and 10:00am

CONTRACTOR RESPONSIBILITY

The contractor is solely responsible for the provision of all management personnel, supervisors, labor, equipment, materials and supplies necessary to complete the required work.

EXCLUSIONS: Landscape services such as grass mowing and trimming, mulching, weeding and tree-trimming and snow removal are specifically excluded from this contract.

INVOICES

- **INVOICES SHALL BE PROCESSED MONTHLY.**
- **BIDDERS SHALL PROVIDE INVOICING WITH THE ANNUAL RATE DIVIDED BY TWELVE.**

GENERAL AND OFFICE SPACE

All offices, hallways, foyers, stairways, closets, meeting rooms, conference rooms, copy rooms, including all finished space that has painted walls and tile, carpet, doors or other finished floor. This includes foyers, entrances, exits, and stairwells. This includes all levels of the building, including the lower level County Library.

KITCHEN AND COUNTER

All lunch rooms, kitchens, counter areas and meeting areas where food is served shall be cleaned each scheduled day.

REST ROOMS

All rest rooms shall be cleaned on each scheduled day

MUNICIPAL WORKING HOURS

The municipal building normal operating hours are 8:30am – 8:00pm Monday to Thursday, 8:30am to 5:00pm on Friday and various hours depending on events Saturday and Sunday.

CONTRACTOR WORKING HOURS

All work shall be performed between the hours of 5:00am and 10:00am 3x's Per Week (Tuesday Wednesday and Friday), unless otherwise agreed to.

Cleaning in the Burlington County Library will be either 3x's per week or 5x's per week depending on award.

THE CONTRACTOR'S PERSONNEL AND RESPONSIBILITIES

During the course of the contract, the Township reserves the right to add Janitorial Services similar in scope. Any such additions will be in accordance with all terms, condition, specifications, unit cost per square foot and hourly rates per year contained in the contractor's bid proposal. The contractor must accept any and all additional individual locations.

FORMAL COMPLAINTS

When a contractor fails to perform or comply with a contract, and/or fails to comply with the complaints procedure, the Township Manager may terminate the contract upon 10 days notice to the contractor with an opportunity to respond.

For purposes of this contract, repeated use of the complaint procedure will be defined as three (3) findings against the contractor by the Township within any one (1) year.

LEAD TIME

The Contract Manager will provide a formal written correspondence within five (5) working days as the minimum lead time for adding locations. Upon thirty (30) days notice, the Contract Manager may terminate specific locations and/or sites for reasons including but not limited to vacating of premises in part or whole, renovations or like conditions. The Contract Manager will advise the contractor of any change in the status of location involved in the contract as they occur through a formal written correspondence.

ADDITIONAL WORK

The contractor may also be required to provide additional janitorial services beyond those specified. Such services must be billed at the cost per square foot for additional locations. Response times to emergency calls must be within one (1) hour. The cost per square foot must be all inclusive of all labor, materials, equipment and supplies.

ADDING OR REMOVING LOCATIONS AND ADDING OR REDUCING AREA CLEANED

The Township reserves the right to add or remove locations and or reduce or increase the areas cleaned. The contract shall be awarded based upon the total cost for all locations. Bidders shall insert the cost per month for each location.

SECURITY CLEARANCE

The Contractor shall promptly report lost keys, access cards, or suspected unauthorized access to the Township Manager and shall not duplicate keys or share access credentials.

As a condition of employment and for purposes of determining a person's qualifications for employment, the contractor shall undertake a criminal history record background check for all cleaning personnel assigned to work at the Township Building.

The contractor shall submit to the New Jersey State Police Bureau of Identification (SBI) an "application" fingerprint card, a request for criminal history record information form (SBI-212B), and the appropriate fee for all cleaning personnel it may assign to work at the Township of Maple Shade Municipal Building. The contractor shall not permit any newly hired, re-hired or transferred cleaning personnel to work in the Municipal Building until the SIB has furnished the results of the criminal history record background check to the vendor.

The contractor will be required to retain the results of an individual's criminal history background check as long as that person is assigned to this contract. The results of the criminal history background check will be made available to the Contract Manager by the contractor upon request.

The contractor must ensure that all of his personnel and the personnel of any subcontractor observe all regulations in effect. Under no circumstances will the contractor or its personnel represent themselves as employees of the Township.

Any contractor's employee reporting to work without a uniform or company identification badge will not be permitted to remain in the building. The contractor is fully responsible for the conduct of their employees on Township premises.

CLEANING RELATED REQUIREMENTS

All areas are to be considered office type space. The contractor must furnish all of the necessary supervisory, labor and criminal history background checks for all cleaning personnel. The contractor must furnish the necessary equipment, materials and supplies required to provide janitorial services as described in the request for bid.

The Township shall furnish hand soap, paper towels, toilet tissue, and trash can liners.

The Contractor shall furnish and provide for all other cleaning supplies and equipment necessary for the proper execution of this contract such as, but not limited to waxes, strippers, cleaners, buffers, vacuum cleaners, mops and buckets. Every attempt shall be made to ensure all cleaning products shall have qualities that will protect the environment and be “environmentally friendly”.

PREFERRED AND SUGGESTED STANDARDS FOR CLEANING PRODUCTS

The Township prefers bidders provide environmentally friendly cleaning products whenever possible. The acceptable standards established for the performance of these products are based on:

- A. The Green Seal Standard for Industrial and Institutional Cleaners (GS-37)
- B. The Environmental Choice Program Certification Criteria Document (CCD-146)
- C. The US Environmental Protection Agency’s Design for the Environment (DfE).
- D. The Green Seal Standard for Floor –Care Products- Finishes and Strippers (GS-40)
- E. The Environmental Choice Program Certification Criteria Document (CCD-147)

A. Green Seal GS-37 Industrial and Institutional Cleaners

Green Seal is an independent, non-profit organization that strives to achieve a healthier and cleaner environment by identifying and promoting products and services that cause less toxic pollution and waste, conserve resources and habitats, and minimize global warming and ozone depletion. The Green Seal (GS-37) standards establish environmental requirements for industrial and institutional general-purpose, bathroom, and glass cleaners. For purposes of this standard, general-purpose, bathroom, and glass cleaners are defined as those cleaners intended for routine cleaning of offices, institutions, warehouses, and industrial facilities. Product users should follow the manufacturers' instructions on compatibility. Each criterion states whether it applies to the undiluted product or to the product as used. Green Seal has no financial interest in the products that it certifies or recommends or in any manufacturer or company. Green Seal's evaluations are based on state-of-the-art science and information using internationally recognized methods and procedures. For more information, visit their website at (<http://www.greenseal.org>).

B. The Environmental Choice Program (ECP)

Established in 1988, the ECP was the second national ecolabelling initiative undertaken. There are now more than three dozen such programs worldwide. The Global Ecolabelling Network (GEN) is an international association of ecolabelling programs, including the Environmental Choice Program. For more information, visit their website at (<http://www.environmentalchoice.com>)

C. The US Environmental Protection Agency's (EPA)

Design for the Environment (DfE) Formulator Program offers partnership and recognition to companies that act as environmental stewards by improving the environmental profile of their products. Innovative and improved cleaning formulations contain ingredients with lower inherent toxicity, less bioaccumulation potential, less toxic byproducts and more rapid biodegradability. DfE partnership entails an ongoing relationship with EPA, formalized in a voluntary memorandum of understanding. EPA and partner companies work toward mutually agreed upon goals to improve the environmental performance of cleaning products.

LEVEL OF CLEANLINESS FOR ALL TASKS

The contractor must provide cleaning as thoroughly and frequently as specified.. Failure to meet the level of cleanliness standards shall lead to formal complaints and possible cancellation of the contract.

The level of cleanliness must meet the minimum acceptable standards as indicated below:

1. **Clean, Dust or Damp Wipe:** Free of dust, dirt, wax build up, smudges, marks, spots, stains, or film. Thoroughly cleaned and dusted from the complete surface from corner to corner and including corners, edges, sides, top, bottom of the surfaces, molding, crevices, ledges and any hardware attached. Free from spots, smudges, stains, watermarks and rings. No dust streaks. Damp wiping must be dried to provide a uniform appearance.
2. **Wipe Dry:** Drying with a suitable cloth, free of smudges, scuffs, marks, streaks and film, buffed for a uniform polished appearance.
3. **Sweeping and Damp Mopping:** All floors shall be cleaned and free of dirt from corner to corner, edges and ledges, under the desks, chairs, trash bins, mats, signs, tables and behind doors. No dirt shall be left behind or next to radiators, on landings, on stair treads or on carpet and flooring adjacent to the area being swept and/or mopped.
4. There shall be no trash or foreign matter under floor mats, desks, tables, chairs or receptacles. Gum, scuffs and other matter is to be removed by spot cleaning.
5. **Sweeping and Scrubbing:** The floors and stairs shall be properly prepared, thoroughly swept, from corner to corner, edges and ledges, under the desks, chairs, trash bins, mats, signs, tables and behind doors. Clean and free of dirt and debris, no water streaks, no mop marks, no gum, tar or other substances on the floor surface. Scrubbing shall be

performed by machine. Edges, corners, and stair treads must be clean and free of dirt, debris and build up, hand scrubbing may be required. Stair treads must be free of any wax, treads cannot be slippery. Properly rinsed and dry mopped to present an overall appearance of cleanliness. Special attention shall be given to floors in restrooms near urinals and commodes for elimination of odors and stains. Appearance shall be uniformly clean.

6. **Vacuum:** Thoroughly clean dust and dirt from complete carpet or fabric partitions, from corner to corner, edges and ledges, under the desks, chairs, trash bins, mats, signs, tables and behind doors.
7. **Metal Polishing:** Metal polishing may be performed by damp-wiping and drying with a suitable cloth, free of smudges, scuffs, marks, streaks and film, buffed for a uniform polished appearance. However, if a uniform polished appearance is not produced, the appropriate metal polish must be used for the type of metal surface based on the manufacturer's recommendations and industry standards.
8. **Sinks, Urinals and Toilets:** Inside of stalls, bowls and urinals, outside, top, bottom (underside) and sides of fixtures including all hardware shall be clean and free of dirt, mold, mildew, streaks, stains or any build up of matter. Free of odor.
9. **Spot Cleaning:** All walls, floors, carpet, furniture, fabric and metal partitions are to be free of marks, stains, spots, spills, smudges, gum, tar and other foreign matter. Cleaned area must blend into surrounding area.
10. **Floor Buffing:** Floor shall be thoroughly clean and free of all dirt, debris, spills, spots, stains, scuff marks, gum, tar, and other foreign matter. Floor should be buffed to a uniform shine.
11. **Floor Finish:** Floor shall be thoroughly clean and free of all dirt, debris, spills, spots, stains, old finish and old finish build up, gum tar and other foreign matter. No build up in corners or along edges and baseboards. All edges and baseboards must be clean of any dirt or finish residue. No streaks, no film or powder residue on floor surface. Floor should have a uniform shine.
12. **Computer and other electronic/electric office equipment:** Must be dusted with a feather duster only. The contractor must NOT clean PC's, computer equipment with cloth, paper towels or liquid sprays, oils, water etc. of any kind.

REGULARLY SCHEDULED DAILY TASKS

TASKS DEFINED – 3x's Weekly

1. Empty all trash receptacles. Replace trash liners. Damp wipe receptacles. Wash trash receptacles as needed to ensure no odor and clean appearance.
2. Pick up all litter.

REST ROOMS: 3x's Weekly

1. Scour and scrub the entire seat, toilet and urinal with fresh solution of germicidal cleaner. Wash all metal surfaces including handles with fresh solution of germicidal cleaner and wipe dry.
2. Scour and scrub the entire sink with fresh solution of germicidal cleaner. Wash all sink fixtures with fresh solution of germicidal cleaner and wipe dry.
3. Wash the disposal receptacles within the toilet stalls with a fresh solution of germicidal cleaner and wipe dry. Replace used liners.
4. Sweep and wash all floors with fresh solution of germicidal cleaner. Remove all marks by spot scrubbing.
5. Wash and polish mirrors. Dust all mirrors ledges.
6. Fill, damp wipe with a fresh solution of germicidal cleaner and wipe dry all dispensers for paper, soap and personal products. Unclog all soap dispensers of interior soap build up.
7. Damp-wipe all toilet partitions with a fresh solution of germicidal cleaner and wipe dry. Remove all marks by spot scrubbing.
8. Spot clean all walls. Clean all spots and marks.
9. Remove all trash. Damp-wipe or, if needed wash receptacles with a fresh solution of germicidal cleaner and wipe dry. Replace all used liners. Ensure no odor and clean appearance.
10. Dust any furniture and damp wipe all windowsills, horizontal surfaces and ledges.

KITCHEN, COUNTER AREAS AND MEETING ROOMS: 3x's Weekly

1. Scour and scrub sink with disinfectant cleanser. Scrub counter tops with disinfectant cleaner.
2. Sweep and then damp mop all vinyl and tile floors with disinfectant cleaner. Spot scrub any stains or marks. Vacuum and spot clean all carpets and mats.
3. Damp wipe and spot clean the walls, cabinets, exterior of refrigerators and appliances.

OFFICES: 3x's Weekly

1. Dust all wood, vinyl and plastic furniture, lamps and accessories. All open spaces on desks and conference tables are to be thoroughly cleaned using a cloth to wipe clean all dust. Marks and rings shall be cleaned with a water dampened cloth. (no chemically treated cloths allowed).
2. Damp wipe all horizontal surfaces, ledges and windowsills. Clean and disinfect all telephones and doorknobs.
3. Dust all wall surfaces and diffusers as needed. Spot clean all smudges, spots and marks using manufacturers recommendations.
4. Dust with feather duster all office equipment. No cloth dusting allowed on equipment.
5. Thoroughly vacuum all carpets with good commercial upright vacuums with beater bars and brushes using high efficiency filter bags. Backpack vacuums may be used for floor mats, baseboards, edges, chairs, fabric furniture and under desks. Return all chairs, wastebaskets, etc. to the original location. Spot clean any stains on all of the above which may require some shampooing for carpet.
6. Dust and damp mop all non-carpeted floors. Spot scrub marks and stains (no chemically treated mops allowed). Spray and buff floors using Daily Buffing Schedule.
7. Sweep and damp-mop non-carpeted stairways and landings and vacuum carpeted stairways and landings. Dust all railings, ledges and doors.
8. Dust and clean all glass, mirror, metal surfaces and railings.
9. Remove all trash from trash receptacles. Damp wipe all wastebaskets and receptacles and then replace liners. Wash trash receptacles as needed to ensure no odor and a clean appearance. Trash is to be brought to the dumpster at the end of each cleaning shift.

10. Damp wipe elevator door, walls and ceilings. Spot clean all marks. Vacuum and clean out the floor tracks.
11. Dust, damp-wipe and spot-clean all interior and exterior surfaces. Damp-mop floors. Sanitize all telephones. Clean all glass of all film and streaks.
12. Wipe and sanitize all surfaces of drinking fountains. Clean/clear nozzle. Wipe dry and shine.
13. Damp-wipe, spot-clean and sanitize all dining tables and chairs.
14. Clean and remove all dirt and streaks by spray wiping interior glass surfaces including doors and mirrors.
15. Main lobbies and hallways shall be spray buffed for all non-carpeted areas.

Township of Maple Shade
ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Dated	Acknowledge Receipt (initial)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

☐ **No addenda were received**

Acknowledged for: _____
(Name of Bidder)

By: _____
(Signature of Authorized Representative)

Name: _____
(Print or Type)

Title: _____

Date: _____

**INSTRUCTIONS TO BIDDERS AND STATUTORY REQUIREMENTS
SUBMISSION OF REQUEST FOR PROPOSALS**

- A. Proposals shall be received by the Township of Maple Shade in accordance with public advertisement as required by law, with a copy of said notice being attached hereto and made a part of these specifications.
- B. The bid shall be submitted to the Township of Maple Shade, Attn: Township Manager NO LATER than 11:00am, Friday November 13, 2026
- C. It is the bidder's responsibility that bids are presented to the Township at the time and at the place designated. Bids may be hand delivered or mailed; however, the Township disclaims any responsibility for bids forwarded by regular or overnight mail. If the bid is sent by express mail service, the designation must also appear on the outside of the express mail envelope. Proposals received after the designated time and date will not be considered.
- D. All prices and amounts must be written in ink or preferably machine-printed. Proposals containing any conditions, omissions, unexplained erasures or alterations, items not called for on the proposal form, attachment of additive information not required by the specifications, or irregularities of any kind, may be rejected by the Township. Any changes, whiteouts, strikeouts, etc. in the bid must be initialed in ink by the person signing the proposal.
- E. Each proposal form must give the full business address, business phone, fax, e-mail if available, the contact person of the bidder, and be signed by an authorized representative as follows:
 - ☐ Bids 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.
 - ☐ Bids by corporations must be signed in the legal name of the corporation, followed by the name of the State in which incorporated and must contain the signature and designation of the president, secretary or other person authorized to bind the corporation in the matter.
 - ☐ Bids by sole-proprietor shall be signed by the proprietor.
 - ☐ When requested, satisfactory evidence of the authority of the officer signing shall be furnished.

- F. Bidder should be aware of the following statutes that represent “Truth in Contracting” laws:
- ☐ N.J.S.A. 2C:21-34, et seq. governs false claims and representations by bidders. It is a serious crime for the bidder to knowingly submit a false claim and/or knowingly make material misrepresentation.
 - ☐ N.J.S.A. 2C:27-10 provides that a person commits a crime if said person offers a benefit to a public servant for an official act performed or to be performed by a public servant, which is a violation of official duty.
 - ☐ N.J.S.A. 2C:27-11 provides that a bidder commits a crime if said person, directly or indirectly, confers or agrees to confer any benefit not allowed by law to a public servant.
 - ☐ Bidder should consult the statutes or legal counsel for further information.
- G. Contract shall be awarded to the lowest responsible bidder as declared by the Township of Maple Shade. The contract awarded between the Township of Maple Shade and the successful bidder shall establish the contractual obligation regarding specific items, specifications and services to be provided to the Township
- H. Successful bidder shall not assign, transfer, convey sublet or otherwise dispose of the contract or any part thereof to anyone without the written consent of the Township of Maple Shade.
- I. The Township of Maple Shade reserves the right in the event of unsatisfactory service to cancel the contract awarded to the successful bidder and procure the goods or services from other sources and hold the contractor responsible for any excess cost.
- J. The successful bidder agrees that he will make no claim for additional payment or any other concession because of any misrepresentation or misunderstanding of the contract on his part, or of any failure to fully acquaint himself with any conditions relating to the contract.
- K. Bidders are cautioned to fill in all information as requested on the proposal forms to serve as a basis for making awards. The Township, without invalidating the contract, may order changes consisting of additions, deletions or modifications and the contract sum shall be adjusted accordingly.
- L. Bidder shall list all deviations from the specifications as contained herein when returning proposal as specified.
- M. The bidder, if awarded a contract, agrees to protect, defend and save harmless the Township of Maple Shade against any damage for the payment for the use of any patented material process, article or device that may enter into the manufacture, construction or form a part of the work covered by his contract, and he further agrees to

indemnify and save harmless the Township of Maple Shade from suits or actions of every nature and description brought against it, for or on account of any injuries or damages received or sustained by any parties, by, or from any acts of the contractor, his servants or agents.

- N. Bidder must provide Certificate of Insurance in a form and amount acceptable to the Township of Maple Shade including General Liability, Automobile, Workman's Compensation and such other coverage as may be deemed necessary by the Township of Maple Shade for the work, services or goods being bid.
- O. SOURCE OF SPECIFICATIONS/BID PACKAGES Official Township bid packages for routine goods and services are available from on the township website www.mapleshade.com at no cost to the vendor. All addenda are posted on this site. Potential bidders are cautioned that they are bidding at their own risk if a third party supplied the specifications that may or may not be complete. As such, the Township is not responsible for third party supplied specifications.
- P. The Township reserves the right to purchase items from state contract or other county contracts, co-op vendors and/or in the open market, if such use serves the interest of the Township. The Township reserves the right to bid separately for any commodity.

INTERPRETATION AND ADDENDA, CHALLENGE TO SPECIFICATIONS

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

Bidders are expected to examine the specifications and related documents with care and observe all their requirements. Ambiguities, errors or omissions noted by bidders should be promptly reported in writing to the Purchasing Agent. In the event the bidder fails to notify the Township of such ambiguities, errors or omissions, the bidder shall be bound by the bid. No oral interpretation of the meaning of the specifications will be made to any bidder. Every request for an interpretation shall be in writing, addressed to the Township Manager. In order to be given consideration, written requests for interpretation must be received as least ten (10) days prior to the date fixed for the opening of the bids. 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 bidders, in accordance with Statute. All addenda so issued shall become part of the contract documents, and shall be acknowledged by the bidder in the bid. The Township's interpretations or corrections thereof shall be final.

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

Any prospective bidder who wishes to challenge a bid specification 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 contract.

TERMINATION OF CONTRACT

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

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

The contractor agrees to indemnify and hold the Township of Maple Shade harmless from any liability to subcontractors or suppliers concerning payment for work performed or goods supplied arising out of the lawful termination of the contract by the Township under this provision. In case of default by the contractor, the Township may procure the goods or services from other sources and hold the contractor responsible for any excess cost.

The Township of Maple Shade reserves the right, at its option, to terminate this contract upon giving thirty (30) days written notice to the contractor. Continuation of the terms of the 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 Township reserves the right to cancel the contract.

ACQUISITION, MERGER, SALE AND/OR TRANSFER OF BUSINESS, ETC.

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

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

PAYMENT

No payment will be made unless duly authorized by the Township of Maple Shade's authorized representative and accompanied by proper documentation. Payment will be made in accordance with the Township of Maple Shade's policy and procedures.

NEW JERSEY SALES TAX

In submitting a bid, the Contractor certifies that the total base bid set forth does not include any New Jersey Sales Tax, and he further certifies that in the event of a successful bid, bidder will only apply for an exemption for materials or supplies to be used in connection with Township property.

Contractor's Exemption Purchase Certificate, Form ST-13, issued by the State of New Jersey Division of Taxation, Sales Tax Bureau, shall be completed and presented to his suppliers for material used to make any permanent change to a Township Building on this contract.

http://www.state.nj.us/treasury/taxation/pdf/other_forms/sales/st13.pdf

LATE FEE POLICY

The Township of Maple Shade pays vouchers bi-weekly, thus vendors, in most cases are paid in less than 30 days, if the vendor has complied by responding promptly with delivery, a signed voucher and an original invoice. We can pay only for goods and services rendered and late fees and service charges are not appropriated for such purposes. All Township employees are reminded that no one is authorized to sign a letter of credit or any other document that represents a legal commitment on the part of the Township without a specific authorization from our governing body or through a resolution that grants the same. All credit applications or similar forms are carefully read in Finance and terms the Township does not agree to, are stricken.

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.

STATUTORY REQUIREMENTS

REQUIRED AFFIRMATIVE ACTION EVIDENCE

No firm may be issued a contract unless they comply with the affirmative action regulations of P.L. 1975, c. 127, as amended from time to time.

Goods And Services (including professional services) Contracts

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

- ☐ A photocopy of the Federal Letter of Affirmative Action Plan Approval, or;
- ☐ A photocopy of a Certificate of Employee Information Report; or
- ☐ A photocopy of an Employee Information Report (Form AA302) which is available upon request.

Maintenance/Construction Contracts

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

AMERICANS WITH DISABILITIES ACT OF 1990

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

STATEMENT OF CORPORATION OWNERSHIP 52:25-24.2. BIDDERS TO SUPPLY STATEMENT OF OWNERSHIP OF 10% INTEREST IN CORPORATION OR PARTNERSHIP

No corporation or partnership shall be awarded any contract nor shall any agreement be entered into for the performance of any work or the furnishing of any materials or supplies, the cost of which is to be paid with or out of any public funds, by the State, or any county, municipality or school district, or any subsidiary or agency of the State, or of any county, municipality or school district, or by any authority, board, or commission which exercises governmental functions, unless prior to the receipt of the bid or accompanying the bid, of said corporation or said partnership, there is submitted a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own 10% or more of its stock, of any class or of all individual partners in the partnership who own a 10% or greater interest therein, as the case may be. If one or more such stockholder or partner is itself a corporation or partnership, the stockholders holding 10% or more of that corporation's stock, or the individual partners owning 10% or greater interest in that partnership, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, exceeding the 10% ownership criteria established in this act,

has been listed. Failure to submit a stockholder disclosure document shall result in rejection of the bid.

PROOF OF BUSINESS REGISTRATION P.L. 2009, c.315

In accordance with N.J.S.A. 52:32-44(b), a bidder and its named subcontractors must have a valid Business Registration Certificate (“BRC”) issued by the Department of Treasury, Division of Revenue prior to the award of a contract. To facilitate the proposal evaluation and contract award process, the Township recommends that bidders submit a copy of a valid BRC and those of any named subcontractors with its bid. Bidders and named subcontractors shall be registered through the New Jersey Division of Revenue, Department of the Treasury, at the time of or prior to the date for submission of bids. Prior to the contract award, a copy of the New Jersey Business Registration for the General Contractor and any named Subcontractors must be provided. A BRC is obtained from the New Jersey Division of Revenue. Information on obtaining a BRC is available on the internet at www.nj.gov/njbgs or by phone at (609) 292-1730.

NEW JERSEY WORKER AND COMMUNITY RIGHT TO KNOW ACT

The manufacturer or supplier of chemical substances or mixtures shall label them in accordance with the N.J. Worker and Community Right to Know Law (N.J.S.A. 34:51 et seq., and N.J.A.C 5:89-5 et seq.). Containers that the law and rules require to be labeled shall show the Chemical Abstracts Service number of all the components and the chemical name. Further, all applicable Material Safety Data Sheets (MSDS) and hazardous substance fact sheets must be furnished. All direct use containers shall bear a label indicating the chemical name(s) and Chemical Abstracts Service number(s) of all hazardous substances in the container, and all other substances which are among the five most predominant substances in the container, or their trade secret registry number(s). (N.J.A.C. 8:59-5) or adhere to the requirements of The Globally Harmonized System of Classification and Labeling of Chemicals (GHS) and the U.S. Occupational Safety and Health Administration (OSHA) Hazard Communication Standard (HCS) as outlined in the **Federal Register** / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules and Regulations as **adopted in final rule by DEPARTMENT OF LABOR, Occupational Safety and Health Administration, 29 CFR Parts 1910, 1915, and 1926, [Docket No. OSHA-H022K-2006-0062, (formerly Docket No. H022K)], RIN 1218-AC20, Hazard Communication. C.40A:11-13 SPECIFICATIONS**

No Financial Statement shall be required of vendors if either a guarantee, by certified check, cashier’s check or bid bond, or a 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.

THE PUBLIC WORKS CONTRACTOR REGISTRATION ACT

N.J.S.A. 34:11-56.48 et seq. requires that a general or prime contractor and any listed subcontractors named in the contractor’s bid proposal shall possess a certificate *at the time the bid proposal is submitted*. After bid proposals are received and prior to award of contract, the successful contractor shall submit a copy of the contractor’s certification along with those of all

listed subcontractors. All non-listed subcontractors and lower tier sub-subcontractors shall be registered prior to starting work on the project. It is the general contractor's responsibility that all non-listed subcontractors at any tier have their certificate prior to starting work on the job.

PAY TO PLAY

Starting in January, 2007, business entities are advised of their responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27 if they receive contracts in excess of \$50,000 from public entities in a calendar year. Business entities are responsible for determining if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

PROMPT PAYMENT OF CONSTRUCTION CONTRACTS P.L. 2006, C. 96

In compliance with N.J.S.A. 2A:30A-1 et seq., the Township of Maple Shade shall impose the following payment process: The Township of Maple Shade shall pay the submitted bill not more than 30 calendar days after the receipt of the bill by the County if the vendor has performed in accordance with the contract and the work has been approved and certified by the Township. The billing shall be deemed "approved" and "certified" 20 calendar days after the owner receives it, unless the Township provides, before the end of the 20-day period, a written statement of the amount withheld and the reason for withholding payment.

PROCESS OF ALTERNATE DISPUTE RESOLUTION

Contract documents entered into in accordance with the provisions of P.L.1971, c.198 (C.40A:11-1 et seq.) after the effective date of P.L.1997, c.371 (C.40A:11-50) shall provide that disputes arising under the contract shall be submitted to a process of resolution pursuant to alternative dispute resolution practices, such as mediation, binding arbitration or non-binding arbitration pursuant to industry standards, prior to being submitted to a court for adjudication. It is understood that the Township of Maple Shade shall have the right to request mediation if services being provided are deemed deficient in any way.

**Immigration and Naturalization Laws and Criminal Background Check
(REQUIRED)**

Vendors must comply with all Immigration and Naturalization Laws as are currently in force on each potential employee to work under this contract on Township of Maple Shade. If the Township requires a background check, the vendor must contact the New Jersey State Police to perform a Criminal Background Check **on each potential employee to work under this contract on Township of Maple Shade property**. A copy of the results of the Criminal Background Check must be provided to the Township of Maple Shade at least ten (10) days prior to an employee being permitted access to Township of Maple Shade property.

The Township of Maple Shade will notify the vendor if a proposed vendor employee will not be permitted to work under this contract within ten (10) work days following receipt of the results.

If the Township of Maple Shade does not notify the vendor of such exclusion within ten (10) days the vendor may assign said employee to work under the contract.

The vendor must provide the results of a Criminal Background Check on its employees working under the contract on Township property every twelve (12) months.

Please access the following website for Instructions For Obtaining a Criminal History Record: http://www.state.nj.us/lps/njsp/about/serv_chrc.html

N.J.S.A. 10:5-31 and N.J.A.C. 17:27
MANDATORY AFFIRMATIVE ACTION LANGUAGE
Goods, Professional Service and General Service Contracts

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

- a. 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, affection or sexual orientation or sex. Except with respect to affection or sexual orientation, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affection or sexual orientation or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the public agency compliance officer setting forth the provisions of this nondiscrimination clause.
- b. 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, affection or sexual orientation or sex.
- c. The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. 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.
- e. The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2 or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

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

Date:

ALTERNATIVE DISPUTE RESOLUTION
MANDATORY CONSTRUCTION CONTRACT DISPUTE PROCEDURES
P.L. 1997, c. 371 (N.J.S.A. 40A:11-41.1)

N.J.S.A. 40A:11-41.1 All construction contract documents entered into in accordance with the provisions of P.L. 1971, c.198 (C. 40A:11-41.1 et seq.) after the effective date of P.L. 1997 c. 371 (C.40A:11-41.1 (Note: effective date is January 13, 1998), shall provide that disputes arising under the contract shall be submitted to a process of resolution pursuant to alternative dispute resolution practices, such as mediation, binding arbitration or non-binding arbitration pursuant to industry standards, prior to being submitted to a court for adjudication. Nothing in this law shall prevent the contracting unit from seeking injunctive or declaratory relief in court at any time. The alternative dispute resolution practices required by this section shall not apply to disputes concerning the bid solicitation or award process, or to the formation of contracts or subcontracts to be entered into pursuant to P.L. 1971, c 198 (C. 40A:11-1 et. seq.). The dispute resolution process utilized in this contract shall be mediation.

Notwithstanding industry rules or any provisions of law to the contrary, whenever a dispute concerns more than one contract, such as when a dispute in a contract involving construction relates to a contract involving design, architecture, engineering or management, upon the demand of a contracting party, other interested parties to the dispute shall be joined unless the arbitrator or person appointed to resolve the dispute determines that such a joinder is inappropriate. Notwithstanding industry rules or any provision of law to the contrary whenever more than one dispute of a similar nature arises under a construction contract, or related construction contracts, upon demand of a contracting party, the disputes shall be joined unless the arbitrator or person appointed to resolve the dispute determines that the disputes are inappropriate for joinder.

For the purposes of the law, the term "construction contract" means a contract involving construction or a contract related thereto concerning architecture, engineering or construction management.

Submitted by:
(Name of Firm) _____

Signature of authorized representative: _____

Title of authorized representative: _____

Date: _____

THE ABOVE HAS BEEN REVIEWED AND ACKNOWLEDGED BY THE AUTHORITY OF THE ABOVE SIGNATURE.

TOWNSHIP OF MAPLE SHADE

DISCLOSURE OF INVESTMENTS IN IRAN

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

PLEASE CHECK EITHER SPACE:

_____ I certify, pursuant to Public Law 2012, c. 25, that neither the person/entity listed below nor any of the entity's parents, subsidiaries, or affiliates is listed on the NJ 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 below, or I am an officer or representative of the entity listed below and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification

OR

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

Part 2

PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN.

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

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

Name: _____

Relationship to Bidder/Vendor: _____

Description of Activities:

Duration of Engagement: _____

Anticipated Cessation Date: _____

Bidder/Vendor _____

Contact Name _____

Contact Phone Number: _____

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the below-referenced person or entity. I acknowledge that the Township of Maple Shade is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date

of this certification through the completion of contracts with the Township of Maple Shade or its assignee's to notify the Township of Maple Shade in writing any changes to the answers of information contained herein. I understand that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the Township of Maple Shade or its assignee's and that the contract(s) resulting from this certification void and unenforceable.

Full Name (Print): _____

Signature: _____

Title: _____

Date: _____

Bidder/Vendor: _____

**CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN
RUSSIA OR BELARUS PURSUANT TO P.L.2022, c.3 NJ Rev. 6.8.2022**

CONTRACT / BID SOLICITATION TITLE: _____

CHECK THE APPROPRIATE BOX

_____ I, the undersigned, am authorized by the person or entity seeking to enter into or renew the contract identified above, to certify that the Vendor/Bidder is not engaged in prohibited activities in Russia or Belarus as such term is defined in P.L.2022, c.3, 1 section 1.e, except as permitted by federal law.

I understand that if this statement is willfully false, I may be subject to penalty, as set forth in P.L.2022, c.3, section 1.d.

OR

_____ I, the undersigned am unable to certify above because the person or entity seeking to enter into or renew the contract identified above, or one of its parents, subsidiaries, or affiliates may have engaged in prohibited activities in Russia or Belarus. A detailed, accurate and precise description of the activities is provided below.

Failure to provide such description will result in the Quote being rendered as non-responsive, and the Department/Division will not be permitted to contract with such person or entity, and if a Quote is accepted or contract is entered into without delivery of the certification, appropriate penalties, fines and/or sanctions will be assessed as provided by law.

Description of Prohibited Activity (Attach Additional Sheets If Necessary)

If you certify that the bidder is engaged in activities prohibited by P.L. 2022, c. 3, the bidder shall have 90 days to cease engaging in any prohibited activities and on or before the 90th day after this certification, shall provide an updated certification. If the bidder does not provide the updated certification or at that time cannot certify on behalf of the entity that it is not engaged in prohibited activities, the State shall not award the business entity any contracts, renew any contracts, and shall be required to terminate any contract(s) the business entity holds with the State that were issued on or after the effective date of P.L. 2022, c. 3.

Signature of Vendor's Authorized Representative

Date

Print Name and Title of Vendor's Authorized Representative

Vendor Name

Vendor Phone Number

Vendor Address (Street Address)

Vendor Fax Number

Vendor Address (City/State/Zip Code)

Vendor Email Address for
Authorized Representative

NON-COLLUSION AFFIDAVIT
STATE OF NEW JERSEY :
COUNTY OF :

I, _____, of the Township of _____, in
the State of New Jersey, being of full age and duly sworn according to law, on my oath depose
and say that:

I am employed by the firm of _____, the bidder
submitting the Bid Proposal for the above named project, in the capacity of
_____, and I have executed the Bid Proposal with full authority to do so.

Further, the bidder has not, directly or indirectly, entered into any agreement, participated in any
collusion, or otherwise take any action in restraint of free, competitive bidding in connection
with the above named project. All statements contained in said Bid Proposal and in this affidavit
are true and correct and made with full knowledge that the State of New Jersey and the
Township of Maple Shade's Council rely upon the truth of the statements contained in this
affidavit and in said bid proposal 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 the _____.

(Printed Name) (Title)

(Signature) (Date)

Subscribed and sworn to before me this
_____ day of _____ 20____

Notary Public of _____

My Commission Expires _____

STATEMENT OF OWNERSHIP
(OWNERSHIP DISCLOSURE CERTIFICATION)
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 Included with All Bid and Proposal Submissions

Name of Business:_____

Address of Business:_____

Name of person completing this form:_____

N.J.S.A. 52:25-24.2:

"No corporation, partnership, or limited liability company shall be awarded any contract nor shall any agreement be entered into for the performance of any work or the furnishing of any materials or supplies, unless prior to the receipt of the bid or proposal, or accompanying the bid or proposal of said corporation, said partnership, or said limited liability company there is submitted a statement setting forth 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.

If one or more such stockholder or partner or member is itself a corporation or partnership or limited liability company, the stockholders holding 10 percent or more of that corporation's stock, or the individual partners owning 10 percent or greater interest in that partnership, or the members owning 10 percent or greater interest in that limited liability company, as the case may be, shall also be listed. 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 in this act, has been listed.

To comply with this section, 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 in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10 percent or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10 percent or greater beneficial interest."

The Attorney General has advised that the provisions of N.J.S.A. 52:25-24.2, which refer to corporations and partnerships apply to limited partnerships, limited liability partnerships, and Subchapter S corporations.

This Ownership Disclosure Certification form shall be completed, signed and notarized.

Failure of the bidder/proposer to submit the required information is cause for automatic rejection of the bid or proposal

Part I

Check the box that represents the type of business organization:

- ☐ ☐ Sole Proprietorship (skip Parts II and III, sign and notarize at the end)
- ☐ ☐ Non-Profit Corporation (skip Parts II and III, sign and notarize at the end)
- ☐ ☐ Partnership
- ☐ ☐ Limited Partnership
- ☐ ☐ Limited Liability Partnership
- ☐ ☐ Limited Liability Company
- ☐ ☐ For-profit Corporation (including Subchapters C and S or Professional Corporation)
- ☐ ☐ Other (be specific): _____

Part II

- ☐ ☐ I certify that 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.

OR

- ☐ I certify that 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 that no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be.

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

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

Name: _____ Name: _____
Address: _____ Address: _____

Name: _____ Name: _____
Address: _____ Address: _____

Name: _____ Name: _____
Address: _____ Address: _____

Name: _____ Name: _____
Address: _____ Address: _____

Name: _____ Name: _____
Address: _____ Address: _____

Part III - Any Direct or Indirect Parent Entity Which is Publicly Traded:

“To comply with this section, 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 in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10 percent or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10 percent or greater beneficial interest.”

☐ Pages attached with name and address of each publicly traded entity as well as the name and address of each person that holds a 10 percent or greater beneficial interest.

☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐

OR

☐

☐ Submit here the links to the Websites (URLs) containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent.

AND

☐

Submit here the relevant page numbers of the filings containing the information on each person holding a 10 percent or greater beneficial interest.

Subscribed and sworn before me this ____ day of

_____, 2 _____.
(Notary Public)

My Commission expires:

(Affiant)

(Print name of affiant and title if applicable)

(Corporate Seal if a Corporation)

Revised Contract Language for BRC Compliance
Goods and Services Contracts (including purchase orders)
** Construction Contracts (including public works related purchase orders)*

N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that **knowingly** provide goods or perform services for a contractor fulfilling this contract:

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

A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements is available by calling (609) 292-9292.

PROPOSAL FORM AND SIGNATURE PAGE

The undersigned bidder declares that he/she has read the Notice to Bidders, Instructions, Affidavits and Scope of Work and that he/she has determined the conditions affecting the bid agrees, if this proposal is accepted, to furnish and deliver the following:

JANITORIAL SERVICES AT THE TOWNSHIP OF MAPLE SHADE MUNICIPAL BUILDING FOR A PERIOD OF ONE (1) YEAR

(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 _____

NAME _____

TELEPHONE _____

FAX _____

E-MAIL _____

DATE _____

Bid Proposal

The following prices are submitted for one (1) year and Optional two (2) Janitorial Services at the Township of Maple Shade Municipal Building, 200 Stiles Avenue, Maple Shade, New Jersey 08052

Year 1 Municipal Offices, Common Areas and Library (3x's weekly)

Monthly Rate: \$ _____

Annual Total \$ _____

Optional Year #2 Municipal Offices, Common Areas and Library (3x's Weekly)

Monthly Rate: \$ _____

Annual Total \$ _____

Authorized Representative

Date