TOWNSHIP OF DENVILLE
1 ST. MARY’S PLACE
DENVILLE, N.J. 07834

BIDDER ____________________________

ADDRESS ____________________________

PHONE # ____________________________

FAX # ____________________________

E-MAIL ____________________________

TITLE OF BID MUNICIPAL BID # 6-2018

TWO YEAR CONTRACT FOR JANITORIAL SERVICES

THOMAS W. ANDES, MAYOR

TOWNSHIP COUNCIL

DOUGLAS GABEL, COUNCIL PRESIDENT
  BRIAN BERGEN
  GLENN R. BUIE
  GARY BOROWIEC
  STEPHANIE LYDEN
  JOHN MURPHY
  NANCY WITTE
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NOTICE TO BIDDERS  

NOTICE is hereby given that sealed bids will be received by the Township of Denville (hereinafter called the "Owner") for:  

2 YEAR CONTRACT FOR JANITORIAL SERVICES  
Municipal Bid #6-2018  

Sealed bids for the above named Contract, which comprises of certain municipal buildings within the Township of Denville, Morris County, New Jersey ("Owner"), will be received by the Township Clerk at the Township of Denville, 1 St. Mary's Place, Denville, New Jersey 07834 on August 22, 2018 at 11:00, prevailing time, at which time they will be publicly unsealed and the contents publicly announced.  

The work includes furnishing of all labor, materials and equipment necessary to complete general janitorial services inclusive of window washing and rug cleaning as described in the specifications. The contract will be for a period of one year and include options to extend if all parties are in agreement. All workers will need to comply with a background check performed by the Township of Denville Police Department. It is strongly recommended that interested parties attend the pre-bid meeting scheduled for August 15, 2018 at 9:00 a.m. Parties should meet at the Municipal Building lobby, located at 1 St. Mary's Place.  

Bid packets may be reviewed and downloaded online at no cost through the New Jersey Purchasing Group online bid system. http://www.bidnetdirect.com/new-jersey or downloaded on the Township of Denville web-site www.denvillenj.org go to quick links and current projects. Questions should be directed to the Purchasing Agent at 973-625-8300 ext. 296 or by e-mail to purchasing@denvillenj.org  

Bidders shall submit bids in enclosed opaque sealed envelopes, plainly marked referencing the bid and shall show the name and address of the bidder. Bids may be forwarded by certified mail directly to the Township Clerk's office. If mailed, the sealed envelope containing the proposal and marked as directed above, must be enclosed in another envelope properly addressed for mailing. Please direct all questions regarding this bid to Darlene Price in the Purchasing Office at 973-625-8300 ext. 296 or by e-mail purchasing@denvillenj.org  

All bids shall be presented to the Township Clerk by the parties bidding or their agents at the place and time designated or by mail as above. The Township will not assume responsibility for bids forwarded through the mail if lost in transit at any time before bid opening. No bids will be received after the time set forth above.  

No proposal will be considered unless accompanied by a Bid Guarantee in the form of a bid bond, certified check or cashier's check in the amount of 10% of the total amount of the bid proposal, not to exceed $20,000. Bid Guarantee must be payable to the Township of Denville binding the bidder to execute a contract and furnish the required Performance Bond within ten (10) days after notification of acceptance of his bid. A Non-Colusion Affidavit and an Affirmative Action Affidavit shall also be submitted.  

The successful bidder will be required to furnish a bond for the faithful performance of the contract in a sum not less than 100% of the total estimated costs of the total amount bid, said bond to be that of an approved surety company authorized to do business in the State of New Jersey, and acceptable to the Township. No proposal will be considered unless accompanied by a Consent of Surety from a surety company binding it to provide and issue the required performance bond.  

The Township reserves the right to waive minor defects and informalities in any bid and to reject any and all bids, or to accept bids that are in the opinion of the Township in the best interest of the Township.  

NB-1
No bidder may withdraw his bid within sixty (60) days after the actual date of the opening of bids.

Bidders are required to comply with the provisions of N.J.S.A. 10:5-31 et. seq. and N.J.A.C. 17:27, and any amendments thereto, regarding Affirmative Action. The successful bidder, upon notification of the Township's intent to award a contract to said bidder, must supply the Township with one of the following Affirmative Action documents:

1. A photocopy of the bidder's current Federal Affirmative Action Plan Approval Letter; or

2. A photocopy of the bidder's current Certificate of Employee Information Report issued in accordance with N.J.A.C. 17:27-1.1 et seq.; or

3. The Township's copy of the bidder's completed initial Employee Report, Form AA-302, as submitted to the Division of Contract Compliance and EEO in Public Contracts.

The bidder's Affirmative Action documentation must be supplied to the Township within ten (10) days of the bidder's notification of the Township's intent to award. If the bidder fails to supply the Township with the necessary Affirmative Action documentation, the Township may declare the bidder non-responsive and award the contract to the next lowest bidder.

Simultaneous with the submission of bids, the corporation or partnership so bidding shall furnish a statement setting forth the names and addresses of all stockholders in the corporation who own ten percent (10%) or more of the stock in any class, or of individual partners who own a 10% or greater interest in the corporation, partnership, limited partnership, limited liability corporation, limited liability partnership, subchapter S corporation or sole proprietorship, pursuant to Chapter 33, P.L. 1977. If one or more such stockholder or partner is itself a corporation or partnership, the stockholders holding ten percent (10%) or more of the corporation's stock, or the individual partners owning ten percent (10%) or greater interest in that partnership, as the case may be, shall also be listed. Bids will be rejected if they do not contain this disclosure statement.

Bidders are required to be registered by the New Jersey Department of Treasury, Division of Revenue at the time bids will be received by the Township of Denville pursuant to the Business Registration Act (P.L. 2004, c. 57, N.J.S.A. 52:32-44).

It is the purpose of this Notice to Bidders to summarize some of the more important provisions of the Contract Documents. Prospective bidders are cautioned not to rely solely on this summary, but to read the Contract Documents in their entirety.

By order of the Municipal Council of the Township of Denville.

Kathryn M. Bowditch, Municipal Clerk
Township of Denville

NB-2
INSTRUCTIONS TO BIDDERS

TOWNSHIP OF DENVILLE TWO YEAR JANITORIAL SERVICES CONTRACT

RECEIPT AND OPENING OF BIDS

The Township of Denville (hereinafter called the "Owner"), invites bids on the forms of proposal attached hereto, all blanks of which must be appropriately filled in. Bids will be received by the Owner at the Township Clerk's Office, at 11:00 a.m., prevailing time, on the date specified in the Notice to Bidders.

Bids may be submitted by Certified Mail, Return Receipt Requested, as detailed in the Notice to Bidders. The Owner will not assume responsibility for bids forwarded through the mail if lost in transit at any time prior to bid opening.

The Owner may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all bids. Any bid received after the time and date specified shall not be considered. No Bidder may withdraw a bid within sixty (60) days after the actual date of the opening thereof.

GENERAL

The Instructions to Bidders, Detailed Specifications, General Requirements and all other documents, which are part of this specification, shall apply to the entire specification and to any part thereof, and shall be part of this Contract. The division of the specifications into sections and paragraphs is for convenience only, and is not necessarily an accurate division.

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.

PREPARATION OF BID

Each bid must be submitted on the prescribed form. All blank spaces for bid prices must be filled in, in ink or typewritten, in both words and figures.
PROPOSAL FORMS SHALL NOT BE REMOVED FROM THE SPECIFICATION BOOKLET. PROPOSALS MUST BE MADE UPON THE BLANK FORMS PROVIDED.

Proposals must be submitted in sealed envelopes bearing on the outside the name of the Bidder, his address and the name of the project for which the bid is submitted as follows:

TWO YEAR CONTRACT FOR JANITORIAL SERVICES

Successful Bidders must be prepared to comply in all respects with the nondiscrimination provisions of the New Jersey Nondiscrimination in Employment Statutes and New Jersey Prevailing Wage Act which are included in the specifications by reference.

QUALIFICATION OF BIDDERS

After the opening of bids and when directed by the Owner the Bidder must submit a sworn statement setting forth such information as the Owner may require concerning his financial condition, present and proposed equipment, the personnel and qualification of his working organization, prior experience and performance record. The Bidder, if requested, shall prove to the satisfaction of the Owner that he has successfully completed similar projects for other persons. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the Owner that such Bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted.

The Owner may, by resolution approved by a majority of the governing body and subject to the terms of the Local Public Contracts Law, disqualify a bidder who would otherwise be determined to be the lowest responsible bidder, if the Owner finds that it has had a prior negative experience with the bidder.

BID SECURITY

Each bid must be accompanied by a cashier's check, certified check or bid bond duly executed by the Bidder as principal and having as surety thereon a surety company approved by the Owner in the amount of ten percent (10%) of the bid or $20,000, whichever is smaller. The check or bid bond shall be made payable to the Owner. All bid security, except the security of the three apparent lowest responsible bidders, shall be returned within ten (10) days of the opening of bids. Within three (3) days of the awarding and signing of the contract, the bid security of the remaining bidders shall be returned.

AWARD OF CONTRACT AND EQUAL BIDS

The Owner shall award the bid or reject all bids therefor within sixty (60) days after they are received. If for any reason the Owner is unable to make an award within such sixty (60) days,
it shall be lawful for the Owner and each of the lowest responsible Bidders to agree upon an extension not exceeding an additional thirty (30) days.

The Contract shall be awarded to the lowest responsible and responsive Bidder in the best interest of the Township of Denville among the options listed. The lowest responsible and responsive Bidder shall have submitted a proposal which complies with the requirements of these Contract Documents and a bid which is the lowest bid submitted by Bidders possessing the skill, ability, and integrity necessary to the faithful performance of the Contract.

When two or more bids are equal and are the lowest responsible bids, the Owner may award the Contract to the bidder whose bid, in the discretion of the Owner, is the most advantageous, price and other factors considered. The resolution of award shall explain why the bidder selected is the most advantageous.

AUTHORITY TO REJECT BIDS

40A:11-13.2. A contracting unit may reject all bids for any of the following reasons:

a. The lowest bid substantially exceeds the cost estimates for the goods or services;

b. The lowest bid substantially exceeds the contracting unit’s appropriation for the goods or services;

c. The governing body of the contracting unit decides to abandon the project for provision or performance of the goods or services;

d. The contracting unit wants to substantially revise the specifications for the goods or services;

e. The purposes or provisions or both of P.L.1971, c.198 (C.40A:11-1 et seq.) are being violated;

f. The governing body of the contracting unit decides to use the State authorized contract pursuant to section 12 of P.L.1971, c.198 (C.40A:11-12).

The Owner reserves the right to reject all proposals, and to readvertise under those circumstances recognized in the Local Public Contracts Law, as amended.
LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO CONTRACT

The successful Bidder, upon his failure or refusal to execute and deliver the contract and bonds required within the (10) days after he has received notice of the acceptance of his bid, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with his bid.

ADDENDA AND INTERPRETATIONS

No interpretation of the meaning of the specifications or other pre-bid documents will be made to any Bidder orally.

Every request for such interpretation should be in writing addressed to the Township of Denville at 1 St. Mary's Place, Denville New Jersey 07834. To be given consideration, each such request must be received at least ten (10) business days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be published in a legal newspaper and e-mailed, faxed or mailed by Certified Mail with Return Receipt Requested to all prospective Bidders known at that time by the Owner, not later than five (5) days, Saturdays, Sundays and holidays excepted, prior to the date fixed for the opening of bids. Failure of any Bidder to receive any such addendum or interpretation shall not relieve such Bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the contract documents.

EXECUTION OF CONTRACT AND BONDS

The Bidder to whom a contract is awarded shall execute the contract and bond(s) required within ten (10) days after the contract has been forwarded to him for execution by the Owner. Should the Bidder fail to execute and deliver the contract and bond(s) within the time above mentioned, the Owner may thereupon, in his discretion, declare the bid forfeited and may either award that contract to the next lowest Bidder or readvertise that contract for new proposals, in which case the Bidder will pay, without proof of notice or demand to the Owner:

1. The expense of reletting the contract; and
2. Any difference between the sum which the said Bidder would have been entitled to receive upon the completion of the contract if awarded to him and the sum which the Owner may be obliged to pay to the person or persons by whom the contract shall be finally executed, provided the latter sum is greater, using the same specifications as the basis for comparison.
POWER OF ATTORNEY

Attorneys-in-fact who sign bid bonds, consents of surety or performance bonds must file with each bond a certified and effectively dated copy of their Power of Attorney.

NEW JERSEY SALES TAX

The Township of Denville is a body politic and corporate and as such is qualified for exemption under the New Jersey Sales Tax Law from the sales tax. Therefore, the Contractor shall not charge the sales tax on materials and labor in connection with any work being performed for it. The Contractor should advise his suppliers and furnish them with the necessary exemption forms so that this charge will not be made on this project.

LAWS AND REGULATIONS

The Bidder’s attention is directed to the fact that all applicable Federal, State, and County laws, municipal ordinances, and rules and regulations of all authorities having jurisdiction over this matter shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

P.L. 1999, c. 440 and its provisions shall control to the extent of any inconsistency between that legislation and these specifications.

OBLIGATION OF BIDDER

At the time of the opening of bids, each Bidder will be presumed to have inspected the same and to have read and to be thoroughly familiar with the specifications and contract documents including all addenda. The failure or omission of any Bidder to examine any form, instrument or document shall in no way relieve that Bidder from his obligation in respect to his bid.

CONTRACTOR’S EMPLOYEES

The Bidder will not be permitted to employ any laborer, working man or mechanic contrary to the rulings of the various authorities having jurisdiction.

The Bidder shall not employ any employee of the Owner.

Prior to working on Township property, all workers will be required to agree to a thorough background check which will be performed by the Denville Police Department.

RIGHT TO TERMINATE CONTRACT
The Owner shall have the right to declare the contractor in default in any of the following eventualities:

1. The contractor becomes insolvent;
2. The contractor makes an assignment for the benefit of creditors, pursuant to the Statutes of the State of New Jersey or any other state;
3. A voluntary or involuntary petition in bankruptcy is filed by or against the contractor;
4. The contractor fails to commence work when notified to do so by the Owner;
5. The contractor shall abandon the work;
6. The contractor shall, without just cause, reduce his working force to a number which, if maintained, would be insufficient in the opinion of the Owner, to complete the work on the fire support vehicle and/or the heavy duty rescue vehicle in accordance with the progress schedule and shall fail or refuse to sufficiently increase such working force when ordered to do so by the Owner;
7. The contractor shall not sublet, assign, transfer, convey or otherwise dispose of his contract other than as herein specified;
8. A receiver or receivers are appointed to take charge of the contractor's property or affairs;
9. The Owner shall be of the opinion that the contractor is or has been unnecessarily, unreasonably, or willfully delaying the performance and completion of the work;
10. The Owner shall be of the opinion that the contractor is or has been willfully or in bad faith violating any of the provisions of the contract;
11. The Owner shall be of the opinion that the contractor is not or has not been executing the contract in good faith and in accordance with its terms;
12. The Owner shall be of the opinion that the work cannot be completed within the time herein specified or within the time to which such completion may have been extended; provided, however, that the impossibility of timely completion is, in the Owner's opinion, attributable to conditions within the contractor's control; and
13. The work is not completed within the time herein provided therefor or within the time to which the contractor may be entitled to have such completion extended.

Before the Owner shall exercise its right to declare the contractor in default, the contractor shall be given an opportunity to be heard on two (2) days' notice.

The right to declare the contractor in default for any of the grounds specified or referred to herein shall be exercised by sending the contractor a notice, signed by the Owner, setting forth the ground or grounds upon which such default is declared. Upon receipt of such notice, the contractor shall immediately discontinue all further operations under this contract.

The Owner, after declaring the contractor in default, may then have the work completed by such means and in such manner by contract or without public letting, or otherwise, as the Owner may deem advisable. After such completion, the Owner shall certify the expense incurred in such completion, which shall include the cost of reletting as well as the total amount of liquidated damages (at the rate provided for herein) from the date when the work should have been completed by the contractor in accordance with the terms hereof to the date of actual completion of the work.
Such certification shall be binding and conclusive upon the contractor as to the amount thereof.

The expense of such completion, as so certified by the Owner, shall be charged against and deducted from such moneys as would have been payable to the contractor if he had completed the work; and the balance of such moneys if any, subject to other provisions of this contract, shall be paid to the contractor without interest after such completion. Should the expense of such completion, so certified by the Owner, exceed the total sum which would have been payable under this contract if the same had been completed by the contractor, any such excess shall be paid by the contractor to the Owner upon demand.

STANDARDS AND SUBSTITUTIONS

The name and make of any article, device, material, form of construction, or equipment, etc., named in these Specifications, whether or not the words, "or equal", are used, shall be known as "standard." All proposals shall be based on the standard quality specified. Where two or more standards are named together, bidders may bid on any standard named, regardless of the order in which they are named.

It is the intention of the Specifications to permit the Contractor to base his bid on an "equal." If he chooses to base his bid on a "so-called equal" he does so at his own risk. In order to obtain approval to use this "equal", the following steps must be taken:

1. The complete specification and description of the proposed equal bid shall be furnished to the Owner for approval, prior to the award of Contract.

2. In all cases concerning the equality of any substitution, the decision of the Owner shall be final.

If the Contractor does not seek approval as described above, one of the standards named shall be used.

CONSIDERATION OF PROPOSALS

Competency and responsibility of bidders, their facilities, and experience in similar work will be considered in making the award as well as costs. Bids from parties not regularly and practically engaged in the scope and class of work bid upon, may be rejected at the discretion of the Owner.

Each bidder shall submit with the proposal a list of other Owners for which he has completed similar projects.

No bid will be accepted from, or a Contract awarded to, any party, nor will any surety or bonding corporation be accepted as surety, who, or which, is in default upon any Contract or obligation to the State or to this or any other municipality. Failure of any bidder to have completed
a previous contract will be evidence of irresponsibility. Failure of a bonding corporation to have completed or paid for completion of a previous contract, where a Contractor has failed to complete, will be evidence of a default.

Two proposals from a firm, or a corporation under a different name, will not be considered. Reasonable grounds for supposing that any bidder is interested in more than one proposal for this work will be the cause of the rejection of all proposals in which he has been interested. Any or all proposals will be rejected if there is a reasonable ground for supposing that there is collusion among the bidders, and all participants in such collusion will receive no further recognition for this work.

EXTENSION OF TIME

Should the Contractor be delayed in the prosecution or completion of the work by the act, neglect or default of the Owner, Township of Denville, or any other Contractor employed by the Owner under the work, or any damage caused by fire, or other casualty, for which the Contractor is not responsible, or by the combined action of workmen, in no way caused by or resulting from default or collusion on the part of the Contractor (burden of proof being the Contractor's), or abnormal weather conditions, then the time fixed for completion of the work will be extended for a period equivalent to the time lost by reason of any or all of the causes aforesaid, which extended period shall be determined and fixed by the Township, but no such allowance will be made unless a claim therefor is presented in writing to the Township of Denville within forty-eight (48) hours of the occurrence of such delay, and then only when approved in writing by the Township of Denville.

EXTENSION OF TIME NOT A WAIVER

Any extension of time beyond the date fixed for completion or the doing and acceptance of any part of the work called for by the Contract shall not be deemed a waiver by the Owner of its right to annul or terminate the Contract for abandonment or delay in the manner provided for by the terms of the Contract, nor relieve the Contractor from full responsibility.

INDEMNIFICATION

The Contractor agrees that it shall defend, indemnify and save harmless the Owner and its officers, agents, servants, and employees, and each and every one of them against and from all damages to which the Owner or any of its officers, agents or servants and employees may be put through the negligence of the said Contractor or through any improper or defective machinery, implements, or appliances, used by said Contractor in the aforesaid work, or through any act or omission on the part of the said Contractor or its agents, employees or servants.
RIGHT TO ACCEPT OR REJECT PROPOSALS

The Owner may consider informal any bid not prepared and submitted in accordance with the provisions hereof. The Owner reserves the right to reject any or all bids, and to waive any informalities or irregularities in the bids received, if it is in the best interest of the Owner to do so.

CONTENTS OF BID

Each bidder who makes a proposal on this project must submit a lump sum price, which price shall cover all costs of any nature, incident to and growing out of the work.

PRICES BID

Prices shall be stated in both words and figures in the appropriate places in the "Form of Proposal," and bids may be considered informal which contain items not specifically required in the "Form of Proposal." In the event that there is a discrepancy between the prices written in words, and those written in figures, the prices written in words shall govern.

AMERICAN GOODS AND PRODUCTS TO BE USED

Only manufactured products of the United States, whenever available, shall be used.

RIGHT TO KNOW LABELING

All containers, including shipping cartons, shall bear a label indicating the chemical name(s) and Chemical Abstract Service number(s) of all hazardous substances, and all other substances which are among the five (5) most prominent substances in the container, or their trade secret registry number. (N.J.A.C. 8:59-5)
Container means a receptacle used to hold a liquid, solid or gaseous substance such as bottles, bags, barrels, boxes, cans, cylinders, drums and shipping cartons. (N.J.A.C. 8:59-1.3)

SIGNATURE OF BIDDERS

The firm, corporate, or individual name of the bidder must be signed in the space provided for the signatures on the proposal blanks. In the case of a corporation, the title of the officer signing must be stated, and such officer must be duly authorized to so sign. In the case of a partnership, the signature of at least one of the partners must follow the firm name, using the term "member of firm." In case of an individual, use the term "doing business as," or "sole Owner."
All corporations, partnerships, limited partnerships, limited liability corporations, limited liability partnerships, subchapter S corporations and sole proprietorships bidding on this Contract shall submit simultaneously with the bid a statement setting forth the names and addresses of all stockholders in the corporation who own ten percent (10%) or more of its stock of any class or of all individual partners who own a 10% or greater interest in the corporation, partnership, limited partnership, limited liability corporation, limited liability partnership, subchapter S corporation or sole proprietorship. If one or more such stockholder or partner is itself a corporation or partnership, the stockholders holding ten percent (10%) or more of the corporation’s stock, or the individual partners owning ten percent (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 that ten percent (10%) ownership criteria established in the act has been listed. The statement shall be submitted with the bid whether or not a stockholder or partners owns less than 10% of the business submitting the bid.

NEW JERSEY PREVAILING WAGE ACT

The Contractor shall fully comply with the New Jersey Prevailing Wage Act, Chapter 150, P.L. 1963 effective January 1, 1964, as amended by Chapter 64 of P.L. 1974. The Contractor shall, as ascertained from the Commissioner of Labor and Industry, pay the prevailing wage rate in the locality in which the contract is to be performed for each craft or trade needed to perform the contract.

All provisions of Chapter 150, P.L. 1963 as amended by Chapter 64, P.L. 1974 and the clauses required by Chapter 150, P.L. 1974 shall be deemed to be included herein. It will be the responsibility of the Contractor to comply with these wage rates as set forth by this law.

NON-DISCRIMINATION

The Contractor shall fully comply with the New Jersey Non-Discrimination in Employment Statutes, N.J.S.A. 10:2-1 through 10:2-4 and the Rules and Regulations adopted pursuant thereto effective October 5, 1966. Requests for information or material may be addressed to: Division of Civil Rights, 52 West State Street, Trenton, New Jersey 08608.

BUSINESS REGISTRATION CERTIFICATE FOR BIDDER AND SUBCONTRACTORS

The bidder’s attention is directed to the provisions of P.L. 2004, c.57 (N.J.S.A. 52:32-44) which requires registration with the New Jersey Department of Treasury, Division of Revenue, as a condition to bidding on or engaging in a contract that is publicly bid. Bidders and their subcontractors of any tier must comply with the provisions of P.L. 2004, c.57 (N.J.S.A. 52:32-44) and submit proof that the bidder is registered with the New Jersey Department of Treasury, Division of Revenue, by including a copy of the Business Registration Certificate issued to the bidder and any subcontractor by the Division of Revenue in the bid submitted to the Owner.
The referenced Act became effected September 1, 2004.

Unless the bidder and any subcontractor has registered with the New Jersey Department of Treasury, Division of Revenue, the bid will be considered non-responsive.

**AFFIRMATIVE ACTION LAW**
During the performance of this contract, Contractor agrees as follows:

Contractor 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 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, affectional or sexual orientation, gender identity or expression, disability, nationality 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. 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.

Contractor will in all solicitations or advertisements for employees placed by or on behalf of 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 or sex.

Contractor will send to each labor union or representative of 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.

Contractor agrees to comply with the 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.

Contractor agrees to attempt in good faith to employ minority and women workers consistent with the applicable county employment goals prescribed by 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.

Contractor agrees to inform in writing appropriate recruitment agencies, including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.
Contractor 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 applicable employment goals, the Contractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

Contractor shall furnish such reports or other documents to the Division of Contract Compliance and EEO as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance and EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

AMERICANS WITH DISABILITIES ACT (EQUAL OPPORTUNITY FOR INDIVIDUAL WITH DISABILITIES)

The Contractor and the Owner do hereby agree that the provision of Title 11 of the Americans with Disabilities Act of 1960 (the "Act") (42 U.S.C. 12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this agreement. In providing any aid, benefit or service on behalf of the Owner pursuant to this agreement, 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 agreement, the Contractor shall defend the Owner in any action or administrative proceeding commenced pursuant to this Act. The Contractor shall indemnify, protect, and save harmless the Owner, its agents, servants and employees from and against any and all suits, claims, losses, demands or damages of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The Contractor shall, at its own expense, appear, defend and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the Owner's grievance procedure, the Contractor agrees to abide by any decision of the Owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the Owner or if the Owner incurs any expense to cure a violation of the Act which has been brought pursuant to its grievance procedure, the Contractor shall satisfy and discharge the same at its own expense.

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

It is expressly agreed and understood that any approval by the Owner of the services provided by the Contractor pursuant to this agreement 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 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 this agreement or otherwise at law.

**DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

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 included in this bid package and 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 list is found on the New Jersey Division of Purchase and Property's website at [http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf](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 nonresponsive.** If the Township finds a person or entity to be in violation of law, action shall be taken 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.
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<th>AREA / ITEM</th>
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<th>WEEKLY</th>
<th>MONTHLY</th>
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</table>

***Minimum requirements

2 people cleaning for 2 1/2 hours each day
5 days per week
GENERAL OFFICE AREA

1. Empty all trash receptacles and remove contents to designated area for disposal; change liners as needed.

2. Sweep all hard flooring in designated areas.

3. Vacuum carpeting in designated areas.

4. Clean entrance door glass of fingerprints and smudges as practicable, also receptionist glass.

5. Dust exposed surfaces of desks, file cabinets, ledges, windowsills as can be reached while standing on floor.

6. Empty and clean all ashtrays.

7. Clean, sanitize and polish and water fountains.

8. Maintain janitors closets in neat and orderly condition.

9. Leave on designated lights and secure doors.


11. High dusting of ledges, furniture tops and horizontal surfaces not reached in nightly dusting.

LAVATORIES

1. Sweep all lavatory floors and damp mop with disinfectant.

2. Wash and sanitize all basins, bowls, urinals and toilet seats.

3. Clean and polish all brightwork in lavatories.

4. Spot clean lavatory walls and stall partitions.

5. Clean and polish all lavatory dispensers and refill.
<table>
<thead>
<tr>
<th>Included once a year windows inside and out.</th>
<th>TIMES WEEKLY</th>
<th>TIMES MONTHLY</th>
<th>TIMES YEARLY</th>
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<tr>
<td>Included all carpets cleaned two times per year. Steam clean and Scotch Guard</td>
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<tr>
<td>Included all VCT floors, kitchen and black &amp; white room - stripped, one coat sealer, five coats non-skid high gloss wax</td>
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</table>
### Supplies

#### SUPPLIES FURNISHED BY
- Vacuum Cleaners
- Floor Machines
- Buffing Pads
- Wax Remover
- Floor Finish
- Buckets
- Brooms
- Dust Mops
- Wet Mops

#### CLEANING COMPANY:
- Furniture Polish
- Window Cleaner
- Metal Polish
- Scouring Powder
- Bowl Cleaners
- Disinfectants
- All-Purpose Cleaner
- Treated Cloths
- Brushes, Wipers, Etc.

#### SUPPLIES FURNISHED BY THE CLIENT:
- Large Trash Bags
- Hand Soap
- Paper Towels
- Basket Liners
- Toilet Tissue
- Sanitary Napkins
**Agreement to provide Cleaning & Sanitation Services**

**FOR**
Denville Township Police Dept.

**LOCATION**
St. Mary's Place
Denville, NJ 07834

**CONTACT**
John Ciardi - 973-296-3946

<table>
<thead>
<tr>
<th>SERVICES REQUIRED</th>
<th>FREQUENCY</th>
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***Minimum requirements***

2 people cleaning for 2 hours per day

5 days per week
GENERAL OFFICE AREA

1. Empty all trash receptacles and remove contents to designated area for disposal; Change liners as needed.

2. Sweep all hard flooring in designated areas.

3. Vacuum carpeting in designated areas.

4. Clean entrance door glass of fingerprints and smudges as practicable, also receptionist glass.

5. Dust exposed surfaces of desks, file cabinets, ledges, windowsills as can be reached while standing on floor.

6. Empty and clean all ashtrays.

7. Clean, sanitize and polish and water fountains.

8. Maintain janitors closets in neat and orderly condition.

9. Leave on designated lights and secure doors.


11. High dusting of ledges, furniture tops and horizontal surfaces not reached in nightly dusting.

TIMES
WEEKLY TIMES MONTHLY TIMES YEARLY

5 5 5

LAVATORIES

1. Sweep all lavatory floors and damp mop with disinfectant.

2. Wash and sanitize all basins, bowls, urinals and toilet seats.

3. Clean and polish all bightwork in lavatories.

4. Spot clean lavatory walls and stall partitions.

5. Clean and polish all lavatory dispensers and refill.
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<td>Scrub showers and disinfect.</td>
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<td>Dispatch and chief's office as needed.</td>
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</table>
SUPPLIES FURNISHED BY
Vacuum Cleaners
Floor Machines
Buffing Pads
Wax Remover
Floor Finish
Buckets
Brooms
Dust Mops
Wet Mops

CLEANING COMPANY:
Furniture Polish
Window Cleaner
Metal Polish
Scouring Powder
Bowl Cleaners
Disinfectants
All-Purpose Cleaner
Treated Cloths
Brushes, Wipers, Etc.

SUPPLIES FURNISHED BY THE CLIENT:
Large Trash Bags
Hand Soap
Paper Towels
Basket Liners
Toilet Tissue
Sanitary Napkins
**Agreement to provide Cleaning & Sanitation Services**

**FOR**
Denville Township Public Works

**PHONE** 973-625-8300

**LOCATION**
140 Morris Avenue
Denville, NJ 07834

**CONTACT**
John Clardi - 973-296-3946

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***Minimum requirements***

2 people cleaning for two hours each day
2 days each week
**GENERAL OFFICE AREA**

1. Empty all trash receptacles and remove contents to Designated area for disposal; Change liners as needed. | TIMES WEEKLY | TIMES MONTHLY | TIMES YEARLY |
---|---|---|---|
| 2 | | |

2. Sweep all hard flooring in designated areas. | 2 |

3. Vacuum carpeting in designated areas. | 2 |

4. Clean entrance door glass of fingerprints and smudges as practicable, also receptionist glass. | 2 |

5. Dust exposed surfaces of desks, file cabinets, ledges, windowsills as can be reached while standing on floor. | 2 |

6. Empty and clean all ashtrays. | |

7. Clean, sanitize and polish and water fountains. | 2 |

8. Maintain janitors closets in neat and orderly condition. | 2 |

9. Leave on designated lights and secure doors. | 2 |

10. Report any irregularities in building systems. | 2 |

11. High dusting of ledges, furniture tops and horizontal surfaces not reached in nightly dusting. | 2 |

**LAVATORIES**

1. Sweep all lavatory floors and damp mop with disinfectant. | 2 |

2. Wash and sanitize all basins, bowls, urinals and toilet seats. | 2 |

3. Clean and polish all brightwork in lavatories. | 2 |

4. Spot clean lavatory walls and stall partitions. | 2 |

5. Clean and polish all lavatory dispensers and refill. | 2 |
<table>
<thead>
<tr>
<th>Task Description</th>
<th>Times Weekly</th>
<th>Times Monthly</th>
<th>Times Yearly</th>
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</thead>
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<tr>
<td>Included once a year windows inside and out.</td>
<td></td>
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<tr>
<td>Included VCT floors, break room and main office</td>
<td></td>
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<tr>
<td>Stripping, one coat sealer, five coats non-skid high gloss wax</td>
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</tbody>
</table>
SUPPLIES FURNISHED BY

Vacuum Cleaners
Floor Machines
Buffing Pads
Wax Remover
Floor Finish
Buckets
Brooms
Dust Mops
Wet Mops

CLEANING COMPANY:

Furniture Polish
Window Cleaner
Metal Polish
Scouring Powder
Bowl Cleaners
Disinfectants
All-Purpose Cleaner
Treated Cloths
Brushes, Wipers, Etc.

SUPPLIES FURNISHED BY THE CLIENT:

Large Trash Bags
Hand Soap
Paper Towels

Basket Liners
Toilet Tissue
Sanitary Napkins
# Agreement to Provide Cleaning & Janitorial Service

**FOR:** Denville Township Public Library  
**LOCATION:** 121 Diamond Spring Road  
Denville, NJ 07834  
**CONTACT:** John Ciardl - 973-295-3946  

<table>
<thead>
<tr>
<th>AREA / ITEM</th>
<th>WORK DESCRIPTION</th>
<th>FREQUENCY</th>
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<tbody>
<tr>
<td>RESTROOMS</td>
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<tr>
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<td>TRASH CONTAINERS</td>
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<td>DISPENSERS, SOAP, TOWEL, TISSUE, NAPKIN</td>
<td>FILL, CLEAN, SANITIZE</td>
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<td>GLASS, MIRRORS, CHROME HARDWARE</td>
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<td>FLOORS</td>
<td>SWEEP, DAMP, MOP, SANITIZE</td>
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<td>PARTITIONS, DOORS</td>
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<td>WAX</td>
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<tr>
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<td>BUFF</td>
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<tr>
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<td>ENTRANCE GLASS DOORS</td>
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<td>INTERIOR GLASS</td>
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<tr>
<td>WINDOWS, WINDOW SILLS</td>
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<tr>
<td>DOORS, FRAMES, WALLS</td>
<td>SPOT CLEAN</td>
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<td>BASEBOARDS</td>
<td>DUST</td>
<td>1</td>
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<td>MISCELLANEOUS</td>
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<td>TRASH CANS</td>
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<tr>
<td>ASHTRAYS, UPHOLSTERY</td>
<td>DUST, DAMP WIPE</td>
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<td>VENDING MACHINES</td>
<td>DAMP WIPE</td>
<td>1</td>
</tr>
<tr>
<td>LIGHTS</td>
<td>DUST</td>
<td>1</td>
</tr>
<tr>
<td>CHAIRS, CLOCKS, PICTURES</td>
<td>DUST, DAMP WIPE</td>
<td>1</td>
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<tr>
<td>VENTS, LOUVERS, FANS, BLINDS</td>
<td>CLEAN, VACUUM</td>
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<tr>
<td>WOOD ENTRANCE FURNITURE, DRAPES</td>
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<tr>
<td>GLASS DOORS</td>
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<td>AXES</td>
<td>VACUUM, PICK UP ITEM</td>
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<td>VENDING FOUNTAINS</td>
<td>CLEAN, POLISH, SANITIZE</td>
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<td>RECEPTACLES, THRESHOLDS</td>
<td>CLEAN, POLISH</td>
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<tr>
<td>LIGHT SWITCHES, HANDLES, PUSH PLATES</td>
<td>CLEAN, POLISH</td>
<td>1</td>
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<tr>
<td>HEADS, TAPERS, PHONES</td>
<td>DUST, DAMP WIPE, SANITIZE</td>
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<tr>
<td>JANITOR'S STORAGE AREAS</td>
<td>CLEAN, ORGANIZE, RESTOCK</td>
<td>1</td>
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</tbody>
</table>

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**Minimum requirements**

2 people cleaning for 2 hours  
1 day per week
GENERAL OFFICE AREA

1. Empty all trash receptacles and remove contents to designated area for disposal; change liners as needed.
2. Sweep all hard flooring in designated areas.
3. Vacuum carpeting in designated areas.
4. Clean entrance door glass of fingerprints and smudges as practicable, also receptionist glass.
5. Dust exposed surfaces of desks, file cabinets, ledges, windowsills as can be reached while standing on floor.
6. Empty and clean all ashtrays.
7. Clean, sanitize and polish and water fountains.
8. Maintain janitors closets in neat and orderly condition.
9. Leave on designated lights and secure doors.
11. High dusting of ledges, furniture tops and horizontal surfaces not reached in nightly dusting.

LAVATORIES

1. Sweep all lavatory floors and damp mop with disinfectant.
2. Wash and sanitize all basins, bowls, urinals and toilet seats.
3. Clean and polish all brightwork in lavatories.
4. Spot clean lavatory walls and stall partitions.
5. Clean and polish all lavatory dispensers and refill.
<table>
<thead>
<tr>
<th>Included once a year windows inside and out.</th>
<th>TIMES</th>
<th>TIMES</th>
<th>TIMES</th>
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<tr>
<td></td>
<td>WEEKLY</td>
<td>MONTHLY</td>
<td>YEARLY</td>
</tr>
<tr>
<td>Included carpets one time per year. Steam clean and Scotch Guard</td>
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</table>
SUPPLIES FURNISHED BY
Vacuum Cleaners
Floor Machines
Buffing Pads
Wax Remover
Floor Finish
Buckets
Brooms
Dust Mops
Wet Mops

CLEANING COMPANY:
Furniture Polish
Window Cleaner
Metal Polish
Scouring Powder
Bowl Cleaners
Disinfectants
All-Purpose Cleaner
Treated Cloths
Brushes, Wipers, Etc.

SUPPLIES FURNISHED BY THE CLIENT:
Large Trash Bags
Hand Soap
Paper Towels
Basket Liners
Toilet Tissue
Sanitary Napkins
**Agreement to provide Cleaning & Janitorial Services**

**FOR:** Danville Township Senior Center  
**LOCATION:** 100 East Main Street  
**Danville, NJ 07834**  
**CONTACT:** John Ciardi - 973-298-3946

<table>
<thead>
<tr>
<th>AREA / ITEM</th>
<th>WORK DESCRIPTION</th>
<th>FREQUENCY</th>
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<td>RESTROOMS</td>
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<td>TRASH CONTAINERS</td>
<td>EMPTY, LINE, CLEAN, SANITIZE</td>
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<td>INTERIOR GLASS</td>
<td>CLEAN</td>
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<tr>
<td>DISPENSERS, SOAP, TOWEL, TISSUE, NAPKINS</td>
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<td>LEDGES, WINDOW SILLS</td>
<td>DUST</td>
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<td>GLASS, MIRRORS, CHROME HARDWARE</td>
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<td>WALLS BY SINKS/URINALS</td>
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<td>VACUATE DRY</td>
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<td>ASH TRAYS, URINALS</td>
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<td>VENTS, LOUVERS, FANS, BLINDS</td>
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<td>RESIDENTS</td>
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<td>JANITOR'S STORAGE AREAS</td>
<td>CLEAN, ORGANIZE, RESTOCK</td>
<td>2</td>
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</tbody>
</table>

***Minimum Requirements***

1 person cleaning for two hours each day  
2 days per week
**GENERAL OFFICE AREA**

1. Empty all trash receptacles and remove contents to designated area for disposal; Change liners as needed.

2. Sweep all hard flooring in designated areas.

3. Vacuum carpeting in designated areas.

4. Clean entrance door glass of fingerprints and smudges as practicable, also receptionist glass.

5. Dust exposed surfaces of desks, file cabinets, ledges, windowsills as can be reached while standing on floor.

6. Empty and clean all ashtrays.

7. Clean, sanitize and polish and water fountains.

8. Maintain janitors closets in neat and orderly condition.

9. Leave on designated lights and secure doors.


11. High dusting of ledges, furniture tops and horizontal surfaces not reached in nightly dusting.

<table>
<thead>
<tr>
<th>TIMES WEEKLY</th>
<th>TIMES MONTHLY</th>
<th>TIMES YEARLY</th>
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</table>

**LAVATORIES**

1. Sweep all lavatory floors and damp mop with disinfectant.

2. Wash and sanitize all basins, bowls, urinals and toilet seats.

3. Clean and polish all brightwork in lavatories.

4. Spot clean lavatory walls and stall partitions.

5. Clean and polish all lavatory dispensers and refill.

<table>
<thead>
<tr>
<th>TIMES WEEKLY</th>
<th>TIMES MONTHLY</th>
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</tbody>
</table>
Included once a year windows inside and out.

<table>
<thead>
<tr>
<th>TIMES WEEKLY</th>
<th>TIMES MONTHLY</th>
<th>TIMES YEARLY</th>
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</thead>
<tbody>
<tr>
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Included all VCT floors, stripping, scrub, one coat sealer and

<table>
<thead>
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<th>TIMES YEARLY</th>
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five coats non-skid high gloss wax
SUPPLIES FURNISHED BY

Vacuum Cleaners
Floor Machines
Buffing Pads
Wax Remover
Floor Finish
Buckets
Brooms
Dust Mops
Wet Mops

CLEANING COMPANY:

Furniture Polish
Window Cleaner
Metal Polish
Scouring Powder
Bowl Cleaners
Disinfectants
All-Purpose Cleaner
Treated Cloths
Brushes, Wipers, Etc.

SUPPLIES FURNISHED BY THE CLIENT:

Large Trash Bags
Hand Soap
Paper Towels

Basket Liners
Toilet Tissue
Sanitary Napkins
# BID DOCUMENT SUBMISSION CHECKLIST

**Township of Denville Two Year Contract for Janitorial Services**

**A. Failure to submit the following documents is a mandatory cause for the bid to be rejected.** *(N.J.S.A. 40A:11-23.2)*

<table>
<thead>
<tr>
<th>Required With Submission of Bid (Owner's checkmarks)</th>
<th>Initial Each Item Submitted With Bid (Bidder's initials)</th>
</tr>
</thead>
<tbody>
<tr>
<td>✓ A bid guarantee as required by N.J.S.A. 40A:11-21 (Bid Bond)</td>
<td></td>
</tr>
<tr>
<td>✓ A certificate from a surety company, pursuant to N.J.S.A. 40A:11-22 (Consent of Surety)</td>
<td></td>
</tr>
<tr>
<td>✓ A statement of corporate ownership, pursuant to N.J.S.A. 52:25-24.2 (Shareholder Disclosure)</td>
<td></td>
</tr>
<tr>
<td>✓ Bidder's acknowledgment of receipt of any notice(s) or revision(s) or addenda to an advertisement, specifications or bid document(s) pursuant to N.J.S.A. 40A:11-23.1</td>
<td></td>
</tr>
<tr>
<td>✓ Certificate of Registration pursuant to Public Works Contractor Act, N.J.S.A. 34:11-56.48</td>
<td></td>
</tr>
<tr>
<td>✓ A signed &quot;Disclosure of Investment Activities in Iran&quot; N.J.S.A. 40A:11-2.1</td>
<td></td>
</tr>
<tr>
<td>✓ A listing of subcontractors pursuant to N.J.S.A. 40A:11-16.</td>
<td></td>
</tr>
<tr>
<td>✓ Bid is legally executed on behalf of the bidder--Proposal, with Bidder's Affidavit (notarized)</td>
<td></td>
</tr>
</tbody>
</table>

**B. Failure to submit the following documents may be a cause for the bid to be rejected.** *(N.J.S.A. 40A:11-23.1b.)*

<table>
<thead>
<tr>
<th>Required With Submission of Bid (Owner's checkmarks)</th>
<th>Initial Each Item Submitted With Bid (Bidder's initials)</th>
<th>Required with Submission of Bid (Owner's checkmarks)</th>
<th>Initial Each Item Submitted With Bid (Bidder's initials)</th>
</tr>
</thead>
<tbody>
<tr>
<td>✓ New Jersey Business Registration pursuant to N.J.S.A. 52:32-44</td>
<td></td>
<td>✓ Submission of a Non-Collusion Affidavit (notarized)</td>
<td></td>
</tr>
<tr>
<td>✓ Statement of Bidder's Responsibility</td>
<td></td>
<td>✓ Certification of Bidder showing that Bidder owns, leases or controls any necessary equipment</td>
<td></td>
</tr>
<tr>
<td>✓ Consent of Insurance and Hold Harmless agreement</td>
<td></td>
<td>✓ Affirmative Action Affidavit (notarized)</td>
<td></td>
</tr>
<tr>
<td>✓ Proof of Authority to Sign</td>
<td></td>
<td>✓ Affirmative Action Certificate of Employee Information Report</td>
<td></td>
</tr>
</tbody>
</table>

**C. SIGNATURE:** The undersigned hereby acknowledges and has submitted the above listed requirements.

Name of Bidder: ________________________________

By Authorized Representative:

Signature: ________________________________

Print Name and Title: ________________________________

Date: ________________________________
PLEASE PAY SPECIAL ATTENTION TO THE FOLLOWING NOTE WHICH IS REFERENCED ON THE BID BOND DOCUMENT PAGE.

NOTE: ANY VARIATION IN THE LANGUAGE OF THE BID BOND FROM THIS FORM MAY BE DEEMED NON-RESPONSIVE AND A MATERIAL DEFECT. RECOVERY ON THE BID BOND MUST NOT BE LIMITED TO THE DIFFERENCE BETWEEN THE PRINCIPAL’S BID AND THE BID OF ANOTHER PARTY TO WHOM THE CONTRACT MAY BE AWARDED DUE TO PRINCIPAL’S DEFAULT

IN ORDER FOR THE BID BOND TO BE VALID IT MUST REFERENCE THE CORRECT TOWNSHIP OF DENVILLE BID INFORMATION

(SEE THE CORRECT INFORMATION BELOW)

“Township of Denville 2 Year contract for Janitorial Services”
Municipal Bid# 6-18

Date of this contract is September 1, 2018 thru August 31, 2020
Possibility of two one year extensions
NOTE: ANY VARIATION IN THE LANGUAGE OF THE BID BOND FROM THIS FORM MAY BE DEEMED NON-RESPONSIBLE AND A MATERIAL DEFECT. RECOVERY ON THE BID BOND MUST NOT BE LIMITED TO THE DIFFERENCE BETWEEN THE PRINCIPAL'S BID AND THE BID OF ANOTHER PARTY TO WHOM THE CONTRACT MAY BE AWARDED DUE TO PRINCIPAL'S DEFAULT

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, ____________________________, as Principal, and ____________________________, as Surety, are hereby held and firmly bound unto the Township of Denville, County of Morris, as OWNER in the penal sum of $____________________ for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our successors and assigns. Signed this ______ day of ______________________, 20. The Condition of the above obligation is such that whereas the Principal has submitted to the Township of Denville, County of Morris, a certain BID, attached hereto and hereby made a part hereof to enter into a contract in writing, for the

NOW, THEREFORE,

a) If said BID shall be rejected, or

b) If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said BID), and shall furnish a BOND for his faithful performance of said contract,

then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way be impaired or affected by any extension of the time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extensions.

BB-1
IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

________________________________________(L.S.)
Principal

________________________________________(L.S.)
Surety

By______________________________________

IMPORTANT - Surety companies executing BONDS must be authorized to transact business in the State of New Jersey.

Bid Bond must be accompanied by (a) appropriate acknowledgments of the respective parties (b) appropriate duly certified copy of Power of Attorney or other certificate of authority where bond is executed by agent, officer, or other representative of Principal or Surety; (c) a duly certified extract from By-Laws or resolutions of Surety under which Power of Attorney or other certificate of authority of its agent, officer or representative was issued and (d) duly certified copy of latest published financial statement of assets and liabilities of Surety.
ACKNOWLEDGMENT OF PRINCIPAL IF A CORPORATION

State of ________________ )SS:
County of ________________

BE IT REMEMBERED, that on this ____ day of __, 20__, before me, the subscriber, a _____________, personally appeared ______________, who I am satisfied, is the person who signed the within instrument as ______________ of ______________, and he thereupon acknowledged that said instrument made by the corporation and signed with its corporate seal, was signed, sealed with the corporate seal and delivered by him as such officer and is the voluntary act and deed of the corporation, made by virtue of authority from its Board of Directors.

__________________________________
(Notary or Attorney at Law)

**********

ACKNOWLEDGMENT OF PRINCIPAL IF A PARTNERSHIP

State of ________________ )SS:
County of ________________

BE IT REMEMBERED, that on this ____ day of __, 20__, before me, the subscriber, a _____________, personally appeared ______________, who I am satisfied, is one of the members of the firm of ______________, and he thereupon acknowledged that the said instrument made by the partnership and signed by him, was signed, sealed and delivered by him as such partner and is the voluntary act and deed of the partnership.

__________________________________
(Notary or Attorney at Law)

**********
ACKNOWLEDGMENT OF PRINCIPAL IF AN INDIVIDUAL

State of ________________
County of ________________

)SS:

BE IT REMEMBERED, that on this __________ day of __________, 20 ____, before me, the subscriber, a
of the State of __________, personally appeared

, who I am satisfied, is the person
named in and who executed the within instrument, and thereupon he acknowledged that he
signed, sealed and delivered the same as his act and deed, for the uses and purposes therein
expressed.

______________________________
(Notary or Attorney at Law)

Affix acknowledgments of Sureties.
STATEMENT OF OWNERSHIP
(OWNERSHIP DISCLOSURE CERTIFICATION)

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):
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.

AND

☐ 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__________.

(Affiant)

(Notary Public)

My Commission expires:

________________________________________

(Print name of affiant and title if applicable)

(Corporate Seal if a Corporation)
PROOF OF AUTHORITY

Please provide a list of the names and contact information for all owners, supervisors and foremen who will be responsible for the fulfillment of this contract.

Name_________________________________
Title or Position_________________________________

Name_________________________________
Title or Position_________________________________

Name_________________________________
Title or Position_________________________________

Name_________________________________
Title or Position_________________________________

IF THESE BID DOCUMENTS ARE SUBMITTED ON BEHALF OF A CORPORATION OR AN LLC, A RESOLUTION OR OTHER PROOF DELEGATING AUTHORITY TO THE SIGNER MUST BE ATTACHED OR THE BID WILL BE REJECTED.
ACKNOWLEDGMENT OF RECEIPT OF CHANGES TO BID DOCUMENTS FORM

Pursuant to N.J.S.A. 40A:11-23.1a., the undersigned bidder hereby acknowledges receipt of the following notices, revisions, or addenda to the bid advertisement, specifications or bid documents. By indicating date of receipt, bidder acknowledges the submitted bid takes into account the provisions of the notice, revision or addendum. Note that the local unit's record of notice to bidders shall take precedence and that failure to include provisions of changes in a bid proposal may be subject for rejection of the bid.

<table>
<thead>
<tr>
<th>Local Unit Reference Number or Title of Addendum/Revision</th>
<th>How Received (mail, fax, pick-up, etc.)</th>
<th>Date Received</th>
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___ Check here if no addendums were issued

Acknowledgment by bidder:

Name of Bidder: ____________________________________________

By Authorized Representative:

Signature: _________________________________________________

Printed Name and Title: __________________________________

Date: ______________________

This form must be acknowledged and signed whether or not addendums were issued
TOWNSHIP OF DENVILLE
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Township of Denville

Bidder/Offeror: ________________________________

PART 1: CERTIFICATION
BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.
FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NONRESPONSIVE.

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 list is found on the New Jersey Division of Purchase and Property'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 nonresponsive. If the Township finds a person or entity to be in violation of law, action shall be taken 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 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 listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification below.

OR

☐ I am unable to certify as above because the 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 and 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: 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.

EACH BOX WILL PROMPT YOU TO PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, MAKE COPIES OF THIS FORM AND ATTACH HERETO

Name ___________________________ Relationship to Bidder/Offeror ___________________________

Description of Activities ___________________________

____________________________________________________________________________________

Duration of Engagement ___________________________ Anticipated Cessation Date ___________________________

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

Full Name (Print): ___________________________ Signature: ___________________________

Title: ___________________________ Date: ___________________________
PROPOSAL FOR THE FURNISHING OF JANITORIAL SERVICES FOR MUNICIPAL BUILDINGS IN THE TOWNSHIP OF DENVILLE, COUNTY OF MORRIS, STATE OF NEW JERSEY FOR A ONE YEAR TIME PERIOD DURING THE CALENDAR YEARS 2018 - 2020

BIDDER: ____________________________________________

DATE: ____________________________

Proposal of ____________________________ (hereinafter called, "Bidder"), a corporation of the State of ____________________________, a partnership, an individual doing business ____________________________.

To the Township of Denville, County of Morris and State of New Jersey (hereinafter called, "Owner")

The Bidder, in compliance with the owner's invitation for bids for the furnishing of labor and equipment in the Township of Denville during the time period of September 1, 2018 through August 31, 2020, with the Township retaining the option to extend the agreement for two (2) one (1) year extensions, and being familiar with all related contract documents and conditions surrounding the supplying of the service, hereby propose as follows:

TOTAL PROPOSAL for the Furnishing of Janitorial Services at the Denville Municipal Building, Board of Education Offices, Police Department, Public Works Department, Library and Senior Citizens Center, as specified by the Township of Denville in the detailed specifications for a one year time period.

PROVIDE LUMP SUM FOR MINIMUM REQUIREMENTS

Municipal Building         2 people cleaning for 2 1/2 hours each day, 5 days per week
Police Department          2 people cleaning for 2 hours each day, 5 days per week
Dept of Public Works       2 people cleaning for 2 hours, 2 days per week
Library                     2 people cleaning for 2 hours, 1 day per week
Senior Center              1 person cleaning for 2 hours, 2 days per week

Proposal
Provide lump sum price below:

(Words)

(Numerals)________________________

Bidder understands that he will be legally responsible if these specifications are not met. Bidder further understands that the Owner reserves the right to reject any or all bids and to waive any informalities.

The bid guarantee in the form of a cashier's check, certified check or bid bond and in the amount of ten percent (10%) of the bid or $20,000, whichever is smaller, is attached and is to become the property of the Owner in the event the contract is not executed within the time set forth above.

ATTEST: Respectfully submitted,

(Seal) if Bidder is a Corporation

By ______________________, Title

(Address)

____________________________________

IMPORTANT: THIS FORM ALONG WITH THE BIDDERS AFFIDAVIT MUST BE COMPLETED

Proposal
BIDDER'S AFFIDAVIT

(This Affidavit is part of the Proposal)

STATE OF ______________________

COUNTY OF ______________________

____________________________________ being duly sworn, deposes and says that

(s)he resides at ______________________

____________________________________,

that (s)he is the (give title) ______________________,

who signed the above Proposal, or Bid, that (s)he was duly authorized to sign, and that the Bid is a true offer of the Bidder, and that the Seal attached is the seal of the Bidder, and that all the declarations and statements contained in the Bid are true to the best of his knowledge and belief.

____________________________________

(Affiant) (Title)

SUBSCRIBED AND SWORN TO BEFORE ME THIS ______ DAY OF ______, 20__.

____________________________________

(Notary Public)

My Commission Expires:

____________________________________

Proposal
NON-CONSTRUCTION CONTRACTS

NEW JERSEY BUSINESS REGISTRATION REQUIREMENTS

ATTACH A COPY OF THE BUSINESS REGISTRATION CERTIFICATE ISSUED BY THE DEPARTMENT OF THE TREASURY, DIVISION OF REVENUE, FOR THE BIDDER AND FOR EACH PRINCIPAL (NAMED) SUBCONTRACTOR.

THE CONTRACTOR SHALL PROVIDE WRITTEN NOTICE TO ITS SUBCONTRACTORS OF THE RESPONSIBILITY TO SUBMIT PROOF OF BUSINESS REGISTRATION TO THE CONTRACTOR.

BEFORE FINAL PAYMENT ON THE CONTRACT IS MADE BY THE CONTRACTING AGENCY, THE CONTRACTOR SHALL SUBMIT AN ACCURATE LIST AND THE PROOF OF BUSINESS REGISTRATION OF EACH SUBCONTRACTOR OR SUPPLIER USED IN THE FULFILLMENT OF THE CONTRACT, OR SHALL ATTEST THAT NO SUBCONTRACTORS WERE USED.


A BUSINESS ORGANIZATION THAT FAILS TO PROVIDE A COPY OF A BUSINESS REGISTRATION AS REQUIRED PURSUANT TO SECTION 1 OF P.L. 2001, c.134 (N.J.S.A. 52:32-44 ET AL) OR SUBSECTION e. OR f. OF SECTION 92 OF P.L. 1977, c.110 (N.J.S.A. 5:12-92) OR THAT PROVIDES FALSE BUSINESS REGISTRATION INFORMATION UNDER THE REQUIREMENTS OF EITHER OF THOSE SECTIONS, SHALL BE LIABLE FOR A PENALTY OF $25 FOR EACH DAY OF VIOLATION, NOT TO EXCEED $50,000 FOR EACH BUSINESS REGISTRATION COPY NOT PROPERLY PROVIDED UNDER A CONTRACT WITH A CONTRACTING AGENCY.

Detailed information on this requirement is found in Division of Local Government Services Local Finance Notices 2004-17 (8/6/04), 2004-24 (11/1/04), 2005-12 (4/27/05) and on the Division web site at www.nj.gov/dca/lgs/lpcl. These resources and a Frequently Asked Questions resource should be consulted when questions arise.
STATEMENT OF BIDDER'S RESPONSIBILITY

(This statement must accompany the Bid)
(IMPORTANT: Attach a separate statement for each subcontractor)

1. Name under which Bidder/subcontractor conducts business: ____________________________
________________________________________________________________________________

2. Business address: ________________________________________________________________

3. Business phone number________________________ fax number________________________
   E-mail address______________________________________________________________

4. Form of Bidder's/subcontractor's business:
   ______ Individual
   ______ Corporation
   ______ Partnership

   If Bidder is a joint venture, all questions must be answered by each venturer:

   If a corporation, state:
   Date of incorporation___________________________________________________________
   State of incorporation_________________________________________________________
   Address of principal office in New Jersey________________________________________
   __________________________________________________________________________

   Names and addresses of all officers of the corporation____________________________
   __________________________________________________________________________
   __________________________________________________________________________
   __________________________________________________________________________
   __________________________________________________________________________
   __________________________________________________________________________
If a partnership, state:

Date of organization:___________________________________________________

Is partnership general or limited:_______________________________________

Names and addresses of general partners:

______________________________________________________________

______________________________________________________________

5. State the number of years during which the Bidder/subcontractor has engaged in business under the name set forth above:____________________________________

6. If within the last five (5) years the Bidder/subcontractor conducted business under another name, or if the Bidder/subcontractor was the successor to another business within the last five (5) years, state the former name and address and the period during which such business operated:

Prior Name:__________________________________________________________

Prior Address:________________________________________________________

Period of Operation:___________________________________________________

7. Has the Bidder/subcontractor or any other officer, director or partner thereof been adjudicated a bankrupt in the past ten (10) years?________

If so, give full details including the name and address of such person and his present position with the Bidder/subcontractor:

____________________________________________________________________

____________________________________________________________________

8. Has any member of the firm, or officer of the corporation, been an officer in a corporation which has been in bankruptcy?

If yes, give particulars.

____________________________________________________________________

____________________________________________________________________

____________________________________________________________________

9. Has the Bidder/subcontractor or any predecessor thereof ever failed to complete any work under any contract or subcontract?______________
If so, give full details:

10. Has the Bidder/subcontractor or any predecessor thereof ever failed to execute a contract awarded to the Bidder/subcontractor or any predecessor?

If so, give full details:

11. List 2 or 3 general business references:

<table>
<thead>
<tr>
<th>Name</th>
<th>Type of Business</th>
<th>Address</th>
<th>Phone</th>
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12. List bank references:

<table>
<thead>
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<th>Name</th>
<th>Address</th>
<th>Phone</th>
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</table>

13. List all of the contracts for similar work which are presently being performed by the Bidder/subcontractor as prime contractor or subcontractor. Give names and addresses of the municipality or party served including the names of the officials of such municipalities or parties who are familiar with the work being performed.

<table>
<thead>
<tr>
<th>Contract Amount</th>
<th>Type of Work</th>
<th>Mun./Party Served</th>
<th>Official</th>
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8BR-3
14. Provide a list of references for projects completed within the past five (5) years. Give names, addresses and phone number of the municipality or party served including the names of the officials of such municipalities or parties who are familiar with the work being performed.

(1) Reference: ________________________________________________________________

Location: ____________________________________________________________________

Contact: ___________________________ Phone No.: (_____)

Description of Project: _______________________________________________________

******************************************************************************

(2) Reference: ________________________________________________________________

Location: ____________________________________________________________________

Contact: ___________________________ Phone No.: (_____)

Description of Project: _______________________________________________________

******************************************************************************

(3) Reference: ________________________________________________________________

Location: ____________________________________________________________________

Contact: ___________________________ Phone No.: (_____)

Description of Project: _______________________________________________________

******************************************************************************

(4) Reference: ________________________________________________________________

Location: ____________________________________________________________________

Contact: ___________________________ Phone No.: (_____)

Description of Project: _______________________________________________________

(5) Reference: ________________________________________________________________

Location: ____________________________________________________________________

Contact: ___________________________ Phone No.: (_____)

******************************************************************************

SBR-4
CONSENT OF INSURANCE COVERAGE

WHEREAS,

as Principal, has submitted a bid or proposal to provide goods and/or services as specified in the subject bid to the Township of Denville, and whereas, in order for such bid or proposal to be considered, proof of insurance must be submitted therewith;

NOW, THEREFORE BE IT KNOWN THAT, if the Township of Denville shall accept the bid or proposal of the Principal and the Principal shall enter into a contract with the Township of Denville in accordance with the terms of such bid or proposal we the undersigned, do hereby state that we will provide the Principal with insurance coverage as set below:

The Contractor is required to submit evidence (consisting of Certificates of Insurance and copies of the insurance policies with all endorsements) satisfactory to the Township showing that the Contractor has obtained all insurance coverage required herein. Neither the Contractor nor any of the Contractor's agents, employees or subcontractors will be permitted to enter the site or to perform any work on the premises unless all the insurance required by the Contract Documents is in effect.

Nothing contained herein or in the Contract Documents shall be construed as limiting the extent of the Contractor's liability for claims or damages resulting from or related to the Contractor's operations under this Contract.

All insurance required hereunder (except Workers' Compensation Insurance policies) shall include the interest of the Township listed as additional insured. The Contractor waives all rights against the Township in such policies for all losses and damages caused by any of the perils covered by such policies and all such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against the Township, also known as a waiver of subrogation.

The Contractor shall purchase and maintain, at its sole expense, Insurance as will provide protection from claims and liabilities which may arise out of or result from the Contractor's performance and furnishing of the work and Contractor's other obligations under the Contract Documents, whether it is to be performed or furnished by Contractor, by any of Contractor's subcontractors or sub-subcontractors (of any tier), by anyone for whose acts any of them may be liable, with companies satisfactory to the Township, as follows:

a. **Worker's Compensation and Employer's Liability Insurance.** Covering all employees including owners, partners and or officers of the Contractor directly or indirectly engaged in the performance of this Contract. This insurance shall comply with the statutory requirements of the State or States involved and shall have an Employer's Liability Insurance Limit of Not less than $1,000,000 for bodily injury by accident, $1,000,000 for occupational disease and $1,000,000 aggregate limit.

b. **Commercial General Liability Insurance.** With a limit of not less than $1,000,000 each occurrence and $2,000,000 aggregate. The Commercial General Liability Insurance shall include the Broad Form Property Damage Liability endorsement as well as coverage for explosion, collapse and underground (XCU) hazards when applicable. The coverage must also include completed operations and products liability coverage.

c. **Comprehensive Automobile Liability Insurance.** Covering Contractor for claims arising from all owned, hired and non-owned vehicles with a limit of not less than $500,000 combined single limit.
d. **Umbrella Liability Insurance.** Providing coverage at least as broad as that provided by the Commercial General Liability required above, for a limit of not less than $1,000,000 each occurrence and aggregate.

e. **Certificates.** For the insurance required above must be filed with the Township. The Certificate(s) must expressly state that “All coverage required by the provisions of this Contract of the Township has been provided”. All Certificates of Insurance must provide for a minimum thirty (30) days prior written notice to the Township of any policy cancellation, material change or non-renewal.

f. **Forms of Policies.** All liability insurance shall be on an occurrence basis.

g. **Professional Errors and Omissions coverage** will be required for all certified (licensed) professions involved in the work to be provided. The minimum limit of coverage is to be $1,000,000 per claim and aggregate.

Acceptance of the Contractor’s Insurance by the Township shall not relieve or decrease the liability of the Contractor hereunder.

---

**Sworn to and subscribed**

**Before me on this______**

Day of ________,

20__.

____________________

NOTARY PUBLIC

My Commission expires: ____________

---

**PRINCIPAL:**

(Company Name)

____________________

(Authorized Signature on Behalf of the Principal)

**INSURER:**

(Insurer's Company Name)

____________________

(Authorized Signature on Behalf of the Insurer)
INSURANCE REQUIREMENTS
FOR THE
TOWNSHIP OF DENVILLE
Morris County, New Jersey

The CONTRACTOR shall keep in force the following types of insurance in a company or companies acceptable to the TOWNSHIP OF DENVILLE.

WORKERS COMPENSATION
Coverage is to comply with NJ Statutes and include coverage for Proprietors, Partners and/or Executive Officers. EMPLOYERS LIABILITY limits of $1,000,000 for each accident/disease each employee required.

COMMERCIAL GENERAL LIABILITY
Minimum Policy Limits of: $1,000,000. Per Occurrence / $2,000,000. Aggregate and must include Completed Operations Liability. Policy must be endorsed to show TOWNSHIP OF DENVILLE as Additional Named Insured.

AUTOMOBILE LIABILITY
Minimum policy limit of: ___$1,000,000. Combined Single Limit (CSL) covering all Owned, Non-Owned and Hired vehicles OR ___$500,000. Combined Single Limit (CSL) covering all Owned, Non-Owned and Hired vehicles.

UMBRELLA LIABILITY
Minimum Policy Limit of: ___ (Required if checked)
$1,000,000. / Per Occurrence
$1,000,000. / Annual Aggregate

PROPERTY INSURANCE
The CONTRACTOR is required to insure his/her own Property. The TOWNSHIP OF DENVILLE will not provide any insurance on the CONTRACTOR’s property.

DESCRIPTION OF OPERATIONS
The TOWNSHIP OF DENVILLE is to be named as an additional insured as it relates to said services and the Certificate of Insurance shall reflect this.

INDEMNIFICATION AGREEMENT
The CONTRACTOR agrees to defend, indemnify and save harmless the TOWNSHIP OF DENVILLE, its officers, agents and employees from any and all liability suits, actions and demands and all damages, costs or fees resulting from injuries to persons or property, including accidental death, arising out of or in connection with said work, or any reason of the operations under agreement. Before the CONTRACTOR shall be permitted to commence work, he/she shall furnish the TOWNSHIP OF DENVILLE with the Certificate of Insurance from the CONTRACTOR’s Insurance Carrier certifying the coverages specified above are in force. The Certificate(s) of Insurance shall contain the clause, “TOWNSHIP OF DENVILLE is to be notified at least thirty (30) days prior to cancellation of any material change in this policy.”

TOWNSHIP OF DENVILLE  Authorized Representative ____________________________

Name of Contractor's Firm: ____________________________  e-mail: ____________________________

Principle of Firm: ____________________________  Signature: ____________________________
EQUIPMENT CERTIFICATION

INSTRUCTIONS FOR COMPLETING THE EQUIPMENT CERTIFICATION

For the necessary equipment owned, leased or controlled by the Bidder, Part 1 shall be completed. For the necessary equipment not owned, leased or controlled by the Bidder, Part 2 shall be completed. These certifications are made pursuant to the provisions of N.J.S.A. 40A:11-20 and must be submitted with the Proposal. Attach additional pages, if necessary.

PART 1

This is to certify that I, the Bidder signing the attached Proposal, own, lease or control the necessary equipment required to accomplish the work shown and described in the Contract Documents and described below.

LIST OF EQUIPMENT

_________________________________________  _______________________________________

_________________________________________  _______________________________________

_________________________________________  _______________________________________

_________________________________________  _______________________________________

_________________________________________  _______________________________________

_________________________________________  _______________________________________

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_________________________________________  _______________________________________

_________________________________________  _______________________________________

(ATTACH ADDITIONAL SHEETS AS REQUIRED)

Date                                                  Signature of Bidder
PART 2

This is to certify that I, the Bidder, signing the attached Proposal, will obtain the following
necessary equipment from the indicated source. I have attached hereto a certificate from the
owner or person in control of the equipment granting to me, the Bidder, control of the equipment
required during such time as may be necessary for the completion of that portion of the contract
for which it is necessary.

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(ATTACH ADDITIONAL SHEETS AS REQUIRED)

Date __________________________ Signature of Bidder __________________________
Please check off each box to acknowledge that you have read and understand the critical elements of the specifications

I, ____________________________ fully understand scope of work in all buildings and areas and have attended ____ have not attended _____ the recommended site visit scheduled for August 15, 2018 at 9:00 a.m. at 1 St. Mary’s Place.

Please note that there will be only be one scheduled site visit prior to bid opening.

CARPETING, VCT TILE AND WINDOWS

☐ Subcontracting is allowed for carpeting, VCT tile and windows only.
☐ New Jersey Business Registration and insurance certificate of subcontractor must be provided.

Will any of these items be subcontracted    yes _____   no ____

- Subcontractor for carpeting: ________________________________
  ☐ Address: ________________________________

- Subcontractor for VCT Tile: ________________________________
  ☐ Address: ________________________________

- Subcontractor for windows: ________________________________
  ☐ Address: ________________________________

The following items are intended to highlight some of the important elements of this bid. This list is not inclusive of all of the work required. The individual specifications sheets should be referred to.

☐ All carpets in the Municipal Building Board of Education and Police Department to be steam cleaned and Scotch Guarded (2) two times per year and (1) one time per year in all other locations.
☐ All VCT tiles and Terrazzo in the Municipal Building and Police Department stripped, sealed, waxed and buffed 3 times per year with 5 coats non-skid high gloss wax.
☐ All exterior windows cleaned inside and out once per year at all buildings (including Plexiglas inserts on lower level of Municipal Building)
CONTRACTOR’S EMPLOYEES

☐ The Township of Denville reserves the right to request proof of bonding for all employees.
☐ Prior to working on Township property, all workers will be required to agree to a thorough background check which will be performed by the Denville Police Department.
☐ Workers will be issued a Township of Denville identification card and will be required to wear the card while on Township property.
☐ A supervisor is required to be present a minimum of three days per week and be available by cell phone to address current issues.
☐ At the discretion of the Township of Denville, all employees who are working at all locations may be required sign in and out each night.
☐ Acknowledgment of minimum work hours and people at each location

- Municipal Building/BOE 2 people cleaning for 2½ hours each day, 5 days per week
- Police Department 2 people cleaning for 2 hours each day, 5 days per week
- Dept of Public Works 2 people cleaning for 2 hours each day, 2 days per week
- Library 2 people cleaning for 2 hours each day, 1 day per week
- Senior Citizen’s Center 1 person cleaning for 2 hours each day, 2 days per week

Business Name ____________________________

Authorized Signature ____________________________

Print name: _____________________________________

Position in the company: _____________________________
NON-COLLUSION AFFIDAVIT

STATE OF ____________________________
COUNTY OF ____________________________

__________________________________________________________________________ being first duly sworn, deposes and says that he
is ________________________________________________________________________(sole owner, a partner, president, secretary, etc.) of ______

__________________________________________________________________________ the
party making the foregoing proposal or bid; that such bid is genuine and not collusive or a sham;
that said bidder has not colluded, conspired, connived, or agreed, directly or indirectly, sought by
agreement or collusion or communication or conference, with any person, to fix the bid price of
affiant or any other bidder, or to fix any overhead, profit, or cost element of said bid price, or of
that of any other bidder, or to secure any advantage against the Township, or any other person
interested in the proposed contract; and that all statements contained in said proposal or bid are
true; and further, that such bidder has not, directly or indirectly, submitted this bid, or the contents
thereof, or divulged information or data relative thereto, to any association or to any member of
agent thereof, or to any person whatsoever.

__________________________________________________________________________

SWORN AND SUBSCRIBED TO
BEFORE ME THIS ______ DAY
OF ______, 20____.

__________________________________________________________________________

Notary Public in and for

________________________ County,

__________________________________________________________________________

My Commission Expires:
AFFIRMATIVE ACTION AFFIDAVIT

STATE OF___________________________
COUNTY OF_________________________

I, ________________________________________, being first duly sworn under oath affirm that I am ____________

______________________________________ (sole owner, a partner, president, secretary, etc.) of __________________________

______________________________________, the party making the foregoing bid proposal (hereafter referred to as the "Contractor").

(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, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

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

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

In conformity 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.

I am aware that if my assertions on behalf of the Contractor made in this Affirmative Action Affidavit are false, I am subject to punishment.

(Signature) (Title)

SWORN AND SUBSCRIBED TO BEFORE ME THIS DAY OF , 20

Notary Public

My Commission Expires: _______
EEO/AFFIRMATIVE ACTION COMPLIANCE NOTICE
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS
All successful bidders are required to submit evidence of appropriate affirmative action compliance to the Township of Denville and Division of Public Contracts Equal Employment Opportunity Compliance. During a review, Division representatives will review the Township of Denville files to determine whether the affirmative action evidence has been submitted by the vendor/contractor. Specifically, each vendor/contractor shall submit to the Township of Denville, prior to execution of the contract, one of the following documents:

Goods and General Service Vendors
1. Letter of Federal Approval indicating that the vendor is under an existing Federally approved or sanctioned affirmative action program. A copy of the approval letter is to be provided by the vendor to the Township of Denville and the Division. This approval letter is valid for one year from the date of issuance.

Do you have a federally-approved or sanctioned EEO/AA program? Yes ☐ No ☐
If yes, please submit a photostatic copy of such approval.

2. A Certificate of Employee Information Report (hereafter "Certificate"), issued in accordance with N.J.A.C. 17:27-1.1 et seq. The vendor must provide a copy of the Certificate to the Township of Denville as evidence of its compliance with the regulations. The Certificate represents the review and approval of the vendor’s Employee Information Report, Form AA-302 by the Division. The period of validity of the Certificate is indicated on its face. Certificates must be renewed prior to their expiration date in order to remain valid.

Do you have a State Certificate of Employee Information Report Approval? Yes ☐ No ☐
If yes, please submit a photostatic copy of such approval.

3. The successful vendor shall complete an Initial Employee Report, Form AA-302 and submit it to the Division with $150.00 Fee and forward a copy of the Form to the Township of Denville. Upon submission and review by the Division, this report shall constitute evidence of compliance with the regulations. Prior to execution of the contract, the EEO/AA evidence must be submitted.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) on the Division website www.state.nj.us/treasury/contract_compliance.

The successful vendor(s) must submit the AA302 Report to the Division of Public Contracts Equal Employment Opportunity Compliance, with a copy to Public Agency.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

COMPANY: ___________________________ SIGNATURE: ___________________________

PRINT NAME: ___________________________ TITLE: ___________________________ DATE: ___________
EEO/AA Procedures in awarding public contracts, require that the bidder comply with the requirements of N.J.S.A. 10:5-31 et seq

- Submit a copy of a federal approval letter
  OR
- Submit a certificate of employee information report
  OR
- Submit a completed AA302 form

ALONG WITH

- A notarized Affirmative Action Affidavit (included in this package)  
  (N.J.S.A. 40A:11-23.1b.)
TWO YEAR CONTRACT FOR THE TOWNSHIP OF DENVILLE JANITORIAL SERVICES

THIS CONTRACT made this _______ day of ____________, 2018, by and between:

TOWNSHIP OF DENVILLE, a municipal corporation of the State of New Jersey, with offices at _______1 St., Mary's Place_______
__________________________________________
Denver, NJ 07834

(Hereinafter, "Owner")

AND

(Hereinafter, "Contractor")

WITNESSETH:

In consideration of the agreements herein contained, to be performed by the parties hereto, and of the payments hereinafter agreed to be made, it is mutually agreed as follows:

1. The Contractor will furnish “JANITORIAL SERVICES”, as specified in the contract documents, which are incorporated herein by reference.

2. The Contractor will furnish all of the materials, supplies, tools, equipment, labor and all things necessary for the provision of “JANITORIAL SERVICES”, in an expeditious, substantial and workmanlike manner, to the satisfaction of the Owner, and in compliance with the specifications.

3. The Contractor will begin the work as soon as practicable after receipt of the Notice to Proceed from the Owner and will complete the same within the time periods as set forth in the contract documents, unless the period for completion is extended pursuant to the contract documents. Contract period shall commence on September 1, 2018 and run through August 31, 2019.
4. The Contractor agrees to perform all of the work described in the contract documents and agrees to comply with all the terms and conditions therein for the price or prices submitted by him in his proposal and as accepted by the governing body of the Owner. Said prices shall be full compensation for the furnishing of "JANITORIAL SERVICES" and for all losses and damages arising out of the nature of the work or from any unforeseen difficulty encountered in the prosecution of the work and for all risks of any kind connected with the work and for all expenses incurred by or in consequence of the work.

5. The Township reserves the right to terminate this Contract in the event the Contractor fails to comply with any of the terms and conditions of the Contract documents and fails to perform the services in a satisfactory manner. In the event the Contractor's work is deemed unsatisfactory and/or the Contractor fails to comply with any of the terms and conditions of the Contract documents, the Township shall provide the Contractor with notice of said deviation and allow the Contractor three (3) days to remedy the issue(s). The Contractor may be given a chance to be heard by the Township Administrator within ten (10) days from said deviation should the Contractor dispute the notice presented to him/her. Should the Contractor fail to alleviate the issues presented by the Township, the Township may terminate the Contract by sending a written letter to the Contractor indicating same. Upon breach of contract and termination thereof, the Township may seek any and all appropriate remedies and damages against the Contractor in the Superior Court of New Jersey, Law Division which shall include the difference in price between this Contract and the subsequent Contract the Township would have to enter into in order to mitigate its damages.

6. The term "contract documents" means and will consist of all of the bid documents including, but not limited to, the Notice to Bidders, Instruction to Bidders, Proposal, Bid Bond, Form of Contract, General Conditions, Performance Bond, Notice of Award, Notice to Proceed, Drawings, Plans, Detailed Specifications, General Requirements and Addenda.
The contract documents enumerated above are hereby made a part of this contract as though they were physically attached hereto and by execution of this contract the Contractor acknowledges that he has examined and is familiar with the contents of the said contract documents.

7. The Owner will make payment to the Contractor in the manner and at such time as is set forth in the contract documents and in such amount as is required by the contract documents.

8. This Contract shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors and assigns.

9. The Contractor herein represents that neither the Contractor nor any person owning five percent or more of the stock or equity interest in the Contractor’s business has been convicted of an offense under N.J.S.A. 2C:27-2, 2C:27-6, 2C:27-7, or 2C:29-4 subsequent to September 13, 1977. This representation is made pursuant to P.L. 1977 Chapter 214.

10. This agreement may be extended for two (2) one (1) year extensions, if both parties are in agreement.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their proper corporate officers and their proper corporate seals to be affixed hereto the day and year as indicated in the acknowledgments attached hereto and made a part hereof.

ATTEST:

Kathryn M. Bowditch, Municipal Clerk

TOWNSHIP OF DENVILLE

By:__________________________________________

Thomas W. Andes
Mayor

WITNESS:

By:__________________________________________
STATE OF NEW JERSEY:
   SS:
COUNTY OF MORRIS:

I CERTIFY that on , 20 Kathryn M. Bowditch personally came before me and this person acknowledged under oath, to my satisfaction, that: (a) this person is the Clerk of the TOWNSHIP OF DENVILLE, the municipal corporation named in the attached document; (b) this person is the attesting witness to the signing of this document by the proper municipal officer who is Thomas W. Andes, the Mayor of the municipal corporation; (c) this document was signed and delivered by the municipal corporation as its voluntary act duly authorized by a proper resolution of the Council; (d) this person knows the proper seal of the municipal corporation which was affixed to this document; and (e) this person signed this proof to attest to the truth of these facts.

Sworn and subscribed to before me this day of , 20 .

Kathryn M. Bowditch, Municipal Clerk

(Notary sign, seal, stamp)

INDIVIDUAL ACKNOWLEDGMENT

STATE OF NEW JERSEY, COUNTY OF MORRIS: SS:

I CERTIFY that on , 20 ,__________________________ personally came before me and acknowledged under oath, to my satisfaction, that this person (or if more than one, each person):
   (a) is named in and personally signed this Agreement; and;
   (b) signed, sealed and delivered this Agreement as his or her act and deed.

Sworn and subscribed to before me this day of , 20 .

(Notary sign, seal, stamp)
LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF NEW JERSEY, COUNTY OF MORRIS: SS:

BE IT REMEMBERED that on this _____ day of _______, 20__, before me, the subscribers, personally appeared __________, Member of __________, LLC; __________, Member of __________, LLC; and __________, Member of __________, LLC, who, I am satisfied, are the persons who signed the within instrument, and they acknowledged that they signed the within instrument, and that the within instrument is the voluntary act and deed of such limited liability company.

__________________________________________

A Notary Public of New Jersey
My Commission Expires