

BOROUGH OF ELMWOOD PARK

BERGEN
COUNTY

NEW JERSEY

SPECIFICATIONS AND PROPOSAL

FOR BLEACHERS

NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN that sealed bids will be received by the Municipal Clerk for the Borough of Elmwood Park, County of Bergen, State of New Jersey on THURSDAY, OCTOBER 23, 2025 AT 10:00 AM

Prevailing Time in the Court Room, First Floor, Borough Hall, One Eighty Two Market Street, Elmwood Park, NJ 07407, at which time and place bids will be opened and read in public for:

BLEACHERS

Specifications and other bid information may be obtained at the office of the Borough Clerk's Office, First Floor, Borough Hall, during regular business hours.

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

Term:

30 DAYS UPON AWARD AND SIGNATURE OF CONTRACT

BID_DOCUMENT CHECKLIST

Bid Bond/Check

Business Registration Certificate

Affirmative Action Certification

Stockholder Disclosure Certification

Non-Collusion Affidavit

Signed Proposal

Consent of Surety

Public Works contractor Registration

This form need not be submitted. It is provided for bidder's use.

GENERAL CONDITIONS

1. Borough of Elmwood Park, Bergen County, New Jersey (hereinafter referred to as "OWNER") invites sealed bids pursuant to the Notice to Bidders.
2. Sealed bids will be received by the designated representative at the time and place stated in the Notice to Bidders, and at such time will be publicly opened and read aloud.
3. Each bidder shall submit a BID BOND OR A CERTIFIED CHECK in the amount of \$1000.00. All deposits of unsuccessful bidders will be returned within five days from bid date.
4. Successful bidder shall submit a PERFORMANCE BOND before contract can be awarded. Bond shall be in the amount of \$5,000.00.
5. Bids shall be submitted in a sealed envelope: (a) addressed to the OWNER, (b) bearing the name and address of the bidder written on the face of the envelope, and (c) clearly marked "BID FOR Bleachers."
6. Bids will be accepted only on the proposal form furnished by the OWNER. Bids must be submitted in ink or typewritten only. Specifications must accompany the proposal form.
7. The OWNER reserves the right to reject any all bids, to waive irregularities and technicalities, to request new bids on the items and award bids as the OWNER deems it will best serve its interest.
8. The successful bidder shall maintain during the life of the contract, insurance policies of the type and with the minimum limits indicated and in a form satisfactory to the municipality. Certificates of insurance shall be submitted with the contract prior to commencement of work. WORKERS COMPENSATION insurance in accordance with the laws of the State of New Jersey. GENERAL LIABILITY insurance with limits of not less than \$500,000 any one person, \$500,000 any one accident for bodily injury and \$500,000 aggregate for property damage. AUTOMOBILE LIABILITY insurance with limits of not less than \$500,000 any one person, \$500,000 any one accident for bodily injury and \$500,000 each accident for property damage.
9. Successful bidder will indemnify and hold harmless the OWNER from all claims, suits or actions and damages or costs of every name and description to which the OWNER may be subjected or put by reason of injury to the person or property of another, or the property of the OWNER, resulting from negligent acts or omissions on the part of the bidder, the bidder's agents, servants or subcontractors in the performance of the work under this agreement.
10. ALL BIDDERS for public work must be registered with the New Jersey Department of Labor. A copy of the bidders PUBLIC WORKS CONTRACTOR REGISTRATION MUST BE INCLUDED WITH THE BID.
11. Successful bidders on projects for public work shall adhere to all requirements of the New Jersey Prevailing Wage Act. The contractor shall be required to submit a certified payroll record to the OWNER within (10) days of the payment of the wages. The contractor is also responsible for obtaining and submitting all subcontractors' certified payroll records within the aforementioned time period.

12. All bidders shall be experienced computer service oriented.
13. Materials shall be of a qualitative nature and shall meet the final approval of the Business Administrator/CFO/Building Official.
16. All other services shall be performed at the mutual convenience of the bidder and OWNER.
18. The successful bidder shall be responsible for obtaining any necessary permits, when required by the Code Enforcement Department.
19. Materials furnished shall be Underwriter approved. All electrical work shall meet the requirements of the local electrical code.
20. All bidders for COMPUTER CABLE SERVICES must be qualified and responsible. If the bidder is doing business as a sole proprietorship, the bidder must hold a valid license in its name and be in good standing with the relevant licensing authority. If the bidder is doing business in the corporate form, then in addition to the foregoing, the bidder must be in good standing with the office of the Secretary of State, having complied with relevant filing and reporting requirements.
22. Successful bidder shall work cooperatively with the Superintendent of Parks and Public Property.
23. Copy of Business Permit must be enclosed with this bid.
25. Copy of letterhead displaying name of Contractor, license number and business permit number shall be enclosed with this bid.
26. Successful bidder shall not assign, convey, transfer, sublet or otherwise dispose of the contract or any part to any other person, company, or corporation without the written consent of the OWNER.
27. Bids may be forwarded through the mail. However, the OWNER will not assume responsibility for those bids. It is the bidder's responsibility to see that bids are presented in the specific room and place at the hour designated.
28. In accordance with P.L.2004, c.57, all business organizations that do business with a local contracting agency (i.e.Borough) are required to be registered with the State of New Jersey. All bidders must submit a copy of their BUSINESS REGISTRATION CERTIFICATE with bids.

PROPOSAL FORM MUST APPEAR AS FIRST SHEET WHEN SUBMITTING BID

Price for BLEACHERS INCLUSIVE OF INSTALLATION

\$_____

Company Name

Federal ID# Or Social Security#

Address

Signature of Authorized Agent

Type of Print Name

Telephone Number

Fax Number

Date

See Attached specifications for BLEACHERS EXHIBIT A:

Royal Steward Bleachers

Size: 2Banks @38 feet @ 6 Rows

5/8 Panelam Decking

Plastic Contoured Seat Modules 10 Inch C/W Factory Installed Brackets

Approximately 255 Seats

ADS Sections Non-Recoverable

Insta Rails Powder Coated Black

Deck Level Aisles

Intermediate Seops

Non-Slip Strips on Steel

Center Aisle Stainless Steel P_Rail

Electric Posi-Drive Operatin – All Electrical Work by others

5 Year Manufacturer Warranty.

N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et seq. MANDATORY EQUAL
EMPLOYMENT OPPORTUNITY LANGUAGE **Goods , Professional
Services and General Service Contracts (Mandatory Affirmative
Action Language)**

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 or sex. Except with respect to affectional or sexual orientation, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth the provisions of this nondiscrimination clause.

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 or sex.

The contractor or subcontractor, where applicable, 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.

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 employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2 or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-52.

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

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

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation 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 a award but prior to execution of a goods and services contract, the following three documents:

Letter of Federal Affirmative Action Plan Approval
Certificate of Employee Information Report
Employee Information Report Form AA302

The contractor and its subcontractors shall furnish such reports or other documents to the Division of 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 & EEO for conducting a compliance investigation pursuant to Subchapter 1D of the Administrative Code at N.J.A.C. 17:27.

AFFIRMATIVE ACTION COMPLIANCE NOTICE
N.J.S.A. 10:5-31 and N.J.A.C. 17:27

GOODS AND SERVICES CONTRACTS
(INCLUDING PROFESSIONAL SERVICES)

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

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

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

OR

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

OR

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

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

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

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

The undersigned vendor further understands that his/her 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. 17:27-1 et seq.

Company: _____

Signature: _____

PRINT NAME: _____

TITLE _____

Date: _____

STOCKHOLDER DISCLOSURE CERTIFICATION
This Statement Shall Be Included with Bid Submission

Name of Business _____

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

OR

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

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

Partnership

Corporation

Limited Partnership

Proprietorship

subchapter S Corporation

Limited Liability Corporation

Limited Liability Partnership

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

Stockholders:

Name: _____
Home Address: _____

Name _____
Home Address: _____

Name: _____
Home Address: _____

Name _____
Home Address: _____

Name: _____
Home Address: _____

Name _____
Home Address: _____

Subscribed and sworn before me this _____ day of _____, 20__

(Affiant)

(Notary Public)

(Print name & title of affiant)

My Commission expires:

(Corporate Seal)

NON-COLLUSION AFFIDAVIT

State of New Jersey

County of _____

ss:

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

full age, being duly sworn according to law on my oath depose and say that:

I am _____ of the firm of _____
(title or position) (name of firm)

_____ the bidder making this Proposal for the bid
entitled _____ and that I executed the said proposal with
(title of bid proposal)

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

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

Subscribed and sworn to

before me this _____ day of

Signature

(Type or print name of affiant under signature)

Notary public of

My Commission expires _____

(Seal)

CONSENT OF SURETY

A performance bond will be required from the successful contractor on this project, and consequently, all bidders shall submit, with their bid, a consent of surety in substantially the following form:

To: _____
(Owner)

Re: _____
(Contractor)

(Project Description)

This is to certify that the _____
(Surety Company)

will provide _____ a performance bond in
(Owner)

the full amount of awarded contract in the event that said contractor is awarded a contract for the above project.

(CONTRACTOR)

(Authorized Agent of Surety Company)

Date _____

**CONSENT OF SURETY MUST BE SIGNED BY AN AUTHORIZED AGENT
OR REPRESENTATIVE OF A SURETY COMPANY AND NOT BY THE
INDIVIDUAL OR COMPANY REPRESENTATIVE SUBMITTING THE BID.**

AMERICANS WITH DISABILITIES ACT OF 1990

Equal Opportunity for Individuals with Disabilities.

The CONTRACTOR and the BOROUGH do hereby agree that the provisions of Title II of the Americans with Disabilities Act of 1990 (the "Act") (42 U.S.C. 12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the Borough pursuant to this contract, the CONTRACTOR agrees that the performance shall be in strict compliance with the Act. In the event that the CONTRACTOR, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the CONTRACTOR shall defend the BOROUGH in any action or administrative proceeding commenced pursuant to this Act. The CONTRACTOR shall indemnify, protect, and save harmless the Borough, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The 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 TOWNSHIP'S grievance procedure, the CONTRACTOR agrees to abide by any decision of the BOROUGH, which is rendered pursuant to, said grievance procedure. If any action or administrative proceeding results in an award of damages against the BOROUGH or if the BOROUGH incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the CONTRACTOR shall satisfy and discharge the same at its own expense.

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

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

It is further agreed and understood that the BOROUGH 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 the Agreement. Furthermore, the CONTRACTOR expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the CONTRACTOR'S obligations assumed in this Agreement, nor shall they be construed to relieve the CONTRACTOR from any liability, nor preclude the BOROUGH from taking any other actions available to it under any other provisions of this Agreement or otherwise at Law.