BOROUGH OF ELMWOOD PARK

Request for Proposals Service for Elmwood Park Vietnam War Memorial Project

REQUEST FOR PROPOSALS: Creating and Maintaining Digital Profiles for the Vietnam War Memorial Project

KEY DATES

Request for Proposal Available: September 8, 20206

KEY DATES FOR PROPOSERS:

Any Clarification Questions on the RFP must be received by the Borough in writing by: September 18, 2026

Borough will respond to all potential firms With answers to clarifying questions by: September 21, 2026

Proposals must be received by the Borough By 11:00 pm on: September 22, 2026

Tentative Decision Date:

Contract Awarded by Governing Body: September 24, 2026

Contact Information for questions:

Ms. Shanee Morris
Borough Clerk
Borough of Elmwood Park
smorris@elmwoodparknj.us

REQUEST FOR PROPOSALS: Creating and Maintaining Digital Profiles for Vietnam Memorial Project

I. OVERVIEW

Borough of Elmwood Park (the "Borough") is soliciting proposals from qualified firms to provide services to create and maintain digital profiles for Vietnam Memorial Project for **a two (2) year term commencing September 25 2026, and ending September 30, 2028** (the "Contract Term"). **procurement is for a two-year contract.**

This Request for Proposals is issued in accordance with the Borough's policies and procedures governing procurement in order to solicit proposals/quotations for its Creating and Maintaining Digital Profiles for Vietnam Memorial Project. ***The Borough intends to award a contract resulting from this RFP pursuant to the New Jersey Public Contracts Law, and in compliance with the "New Jersey Local Unit Pay-to-Play" Law, N.J.S.A. 19:44A-20.4 et seq.***

II. MINIMUM REQUIREMENTS FOR Digital Maintenance of Vietnam Memorial Project

To be considered responsive and eligible for award, each proposer shall meet, at a minimum, the following requirements (collectively, the "Minimum Requirements"):
Creation and setup to 110 QR-linked digital memorial profiles
Hosting and ongoing maintenance of all memorial l profiles
Development of individual veteran memorial pages
Integration of client provided biographies and life histories
Upload and organization of photographs and media content.
Inclusion of military service records and veteran-related information
Integration of videos and additional memorial materials
Generation of unique qR codes for each veteran profile
Creation of unique profile URLs for public access
Delivery of a QR Code to URL mapping sheet
Quality assurance testing and QR scan verification prior to launch
Public activation and publishing of approved profiles
Donation portal integration with the Client's designated digital payment(s)
Secure hosting, platform monitoring, and maintenance throughout the service term
Ditital profile creation and set up
Biography content integration
Secure data storage and content preservation
Software updates and system enhancements

Technical support and customer assistance
Opening access to the digital memorial profile
Protection and preservation of legacy content
Reliable access for family, friends, and visitors throughout the term of the contract (2 Years)
Professional Management of the digital memorial platform

II a: New Jersey Licensing

The proposer shall be duly qualified and provide documentation of past performances inclusive of other Municipalities in which the firm has served in this capacity.

II b: Submission of Required Forms

The proposer shall submit all required forms, certifications, disclosures, and affidavits appended to this RFP, completed in full and executed as applicable.

II c: References

The proposer shall provide a minimum of three (3) references from current or recent clients for whom the proposer has provided comparable services.

III.

IV. TERM OF THE CONTRACT

The initial contract will be for two (2) years; commencing on September 24**, 2026, through September 30, 2028**.

V. KEY DATES

V a: Proposal Submission Deadline

Proposals must be received by Borough of Elmwood Park no later than 11:00 **a.m. (local time) on Tuesday September 22, 2026**, at the Borough of Elmwood Park. Proposals must be emailed to smorris@elmwoodparknj.us.

V b: Operations Committee Review

The Borough may, at its sole discretion, present one (1) or more proposals to the Governing Body for review **on or about August 26, 2026**.

V c: Governing Body and Contract Commencement

The selected company is anticipated to be recommended to the Governing Body **on or about September 24, 2026**, with services scheduled to commence **September 25, 2026**.

VI. SUBMISSION REQUIREMENTS

Each proposer shall submit, at a minimum, the following items to be deemed responsive to this RFP:

- **Completed Forms A, B, C, D, E and F**, as appended to and made part of this RFP, executed where required; and
- **A current New Jersey Business Registration Certificate (BRC**), evidencing compliance with applicable State registration requirements.

VII. PROPOSAL SUBMISSION AND QUESTIONS

VII a: Proposal Delivery Requirements

Proposers shall email their proposal with required forms to smorris@elmwoodparknj.us no later than 11:**00 a.m. (local time) on Tuesday September 22, 2026**

VII b: Questions and Requests for Clarification

Questions concerning this request can be e-mailed to Shanee Morris at smorris@elmwoodparknj.us.

Questions must be received no later than **the close of business on Wednesday, September 23, 20266**, to allow the Borough adequate time to prepare and distribute responses.

VII c: Communications and Addenda

To preserve the integrity of this competitive procurement, the Borough will not respond to RFP questions by telephone. Any clarifications, interpretations, or supplemental information issued by the Borough will be posted on https://www.elmwoodparknj.us/ no later than **the close of business on Tuesday September 8, 2026**

VIII. PROPOSAL REVIEW AND SELECTION

VIII a: Completeness and Accuracy of Submissions

Each proposer shall furnish all information and data requested in this RFP. All submissions, representations, and statements shall be complete, accurate, and not misleading. The Borough may reject, as non-responsive, any proposal that contains a material omission, misstatement, or inaccuracy.

VIII b: Evaluation Criteria

Proposals will be evaluated and a recommendation made based on the proposer's demonstrated ability to meet the Borough's needs. Evaluation factors may include, without limitation, the scope and quality of services offered; relevant experience and qualifications; and demonstrated experience working with digital maintenance of projects.

VIII c: Requests for Additional Information

The Borough reserves the right to request clarification of, or supplemental information regarding, any proposal for the purpose of facilitating the evaluation process. Failure to timely provide requested information may result in a proposal being deemed non-responsive.

VIII d: Rights Reserved

The Borough reserves the right, in its sole discretion, to waive minor informalities, to reject any or all proposals, and to accept the proposal deemed by the Governing Body to be in the best interest of the Borough.

VIII e: Anticipated Award Recommendation and Term

The Borough anticipates presenting a recommendation for award of a contract for digital services to the Governing Body at a public meeting **on or about September 247, 2026**. Subject to Governing Body approval, the selected services will be designated as the Borough's digital maintenance of the Vietnam Memorial Project for the term **September 25, 2026 through September 30, 2028.**

IX. GENERAL TERMS AND CONDITIONS

IX a: Indemnification

The successful proposer (Digital Maintenance Company) ("Company") shall be solely responsible for its acts and omissions and those of its officers, employees, agents, and subcontractors. To the fullest extent permitted by law, the selected Company shall indemnify, defend, and hold harmless Borough of Elmwood Park (the "Borough"), and its officers, employees, and agents, from and against any and all claims, demands, suits, actions, causes of action, damages, losses, liabilities, judgments, fines, penalties, costs, and expenses (including reasonable attorneys' fees) arising out of or related to, directly or indirectly, the Company's performance of the Services and/or the acts or omissions of the Company or anyone acting on its behalf under the contract, including but not limited to claims for death, bodily injury, personal injury, or property damage.

The Company's indemnification obligations shall survive termination or expiration of the contract with respect to liabilities arising from acts or omissions occurring prior to such termination or expiration. The indemnification obligations set forth herein are independent of, and not limited by, the insurance requirements stated in this RFP and any resulting contract.

IX b: Insurance Requirements

I. General

The Company shall assume full responsibility for its actions and those of anyone performing work on its behalf while engaged in, or traveling to or from, any activity related to this engagement. The Company shall maintain insurance in amounts sufficient to protect the Company and the Borough from

claims for property damage and/or bodily injury arising out of or relating to the contracted work.

Evidence of current insurance coverage shall be provided by submitting a Certificate of Insurance no later than ten (10) calendar days after receipt of a Notice of Intent to Award.

II. Minimum Coverage Requirements

The Company shall maintain, at a minimum, the following coverages and limits:

a: Workers' Compensation and Employers' Liability

Workers' Compensation insurance in accordance with the laws of the State of New Jersey and Employers' Liability insurance as required by applicable State and Federal laws, with ***Employers' Liability limits of $100,000 each accident, $100,000 disease—each employee, and $500,000 disease—policy limit.***

b: Commercial General Liability

Commercial General Liability insurance written on a form at least as broad as the standard coverage form in use in the State of New Jersey and not restricted by endorsements that materially limit coverage. ***Limits shall be $1,000,000 combined single limit per occurrence.***

c: Commercial Automobile Liability

Commercial Automobile Liability covering owned, non-owned, and hired vehicles, ***with limits of $1,000,000 combined single limit.***

d: Professional Liability (Errors & Omissions)

Professional liability coverage ***with limits of $1,000,000.***

III. Effective Dates and Duration

All required insurance shall be in effect no later than 12:01 a.m. on the first day of the contract term and shall remain in effect for the duration of the contract, including any extensions.

IV. Post-Term Coverage

Liability insurance shall remain in effect for the duration of the contract, including any extensions, and for ninety (90) days following termination of all work.

V. Insurer Information

The Company should identify the name of the insurance carrier(s) from which it intends to procure the required coverages and provide a contact person for each carrier.

VI. Optional Early Submission

The Company may include the applicable Certificate of Insurance with its proposal. Early submission may expedite contract award processing for the successful proposer.

VII. Delivery of Certificates

The certificate of insurance should be forwarded to:

Ms. Shanee Morris, Borough Clerk
182 Market Street
Elmwood Park, NJ 07407

VIII. Notice of Cancellation/Reduction

Each policy shall include an endorsement substantially as follows:

> *"It is understood and agreed that _____ Digital Company shall notify in writing the Borough, thirty (30) days in advance of the effective date of any reduction in or cancellation of this policy."*

IX. c: Transitional Period

I. Termination by Company

If the Company terminates services, the Company shall provide written notice at least ninety (90) days prior to the effective termination date and shall continue providing services through the transition to ensure continuity until replacement services are operational.

II. Termination by Borough

The Borough may terminate the awarded contract in its discretion. If the Borough terminates services, the Borough shall provide written notice at least thirty (30) days prior to the effective termination date.

III. Assignment/Transfer of Business

If, during the contract term, the Company sells, transfers, or otherwise disposes of its business, all obligations under the contract shall transfer to the successor entity, subject to the Borough's rights and any applicable legal requirements.

IX. d: Procedural Requirements and Amendments

I. The Company shall comply with all procedural instructions issued from time to time by the Borough Administrator or the Borough's designee.

II. No change to the contract's conditions or specifications shall be valid unless approved in writing by the Borough Administrator or the Borough's designee.

III. If the Company determines that existing conditions warrant a modification to requirements, the Company shall promptly notify the Borough Administrator or the Borough's designee in writing.

IV. The Borough reserves the right to add, modify, or delete specific services during the contract term or any extension thereof. The Company will be provided with thirty (30) days' written notice to implement requested changes.

IX. e: Conditions of Proposal

I. All terms and conditions stated in this RFP are incorporated into and made part of the conditions under which proposals are submitted. The contents of the successful proposer's submission may be incorporated into the contract awarded as a result of this RFP.

II. All materials submitted in response to this RFP shall become the property of the Borough.

III. By submitting a proposal, the proposer represents that it has conducted its own investigation of the conditions to be met, understands its obligations,

and will not assert any claim for cancellation, relief, or adjustment based on misunderstanding or lack of information.

IV. The Borough reserves the right, in its sole discretion, to issue additional RFPs for similar or related services for other disciplines, types of work, or projects as needs arise.

IX. f: Affirmative Action

The Borough is committed to affirmative action and equal opportunity. Proposers must certify that their firm maintains an affirmative action/equal employment opportunity program in accordance with applicable laws and regulations.

IX. g: Sales Taxes

Pursuant to N.J.S.A. 54:32B-1 et seq., services and materials sold to municipalities are exempt from New Jersey sales and use tax. Proposers shall not include sales or use tax in pricing.

IX. h: Compliance with Governing Laws and Required Certifications

I. The Company shall comply with all applicable local, State, and Federal laws, rules, and regulations governing performance of the contract, including submission of a New Jersey Business Registration Certificate to the College and submission of annual “Pay to Play” documentation.

II. The following documents/certifications shall be submitted as part of the proposal package (as applicable and as included in the RFP appendices):

REQUEST FOR PROPOSAL CHECKLIST

THIS CHECKLIST MUST BE COMPLETED AND SUBMITTED WITH YOUR PROPOSAL. PLEASE INTIAL BELOW, INDICATING THAT YOUR PROPOSAL INCLUDES THE ITEMIZED DOCUMENTS. A PROPOSAL SUBMITTED WITHOUT THE FOLLOWING DOCUMENTS MAY BE REJECTED.

ITEM	INITIALS
Executed Disclosure Statement (form provided)	
Executed Non-Collusion Affidavit (form provided)	
Executed Affirmative Action Compliance Notice (form provided)	
Executed Owner's Disclosure Statement (form provided)	
Executed Hold Harmless Agreement (form provided)	
Executed Americans with Disabilities Act of 1990 Language (form provided)	
Executed Vendor's Information (form provided)	
New Jersey Business Registration Certificate	
Responses to Section III Part B 1 through 15	
Original and two (2) copies of completed package	

THE UNDERSIGNED HEREBY ACCKNOWLEDGES THE ABOVE LISTED REQUIREMENTS.

Person, Firm or Corporation submitting Proposal: _____

Authorized Agent Name and Title: _____

Authorized Signature and Date: _____

DISCLOSURE STATEMENT

The attention of prospective proposer is drawn the provisions of the Local Government Ethics Law (N.J.S.A. 40A:9-22-1, et seq.) which prohibits the Borough of Elmwood Park or an employee or member of his/her immediate family from having an interest in a business organization or engaging in any business transaction, or professional activity which is in substantial conflict with the proper discharge of his/her duties in the public interest.

In furtherance thereof, every proposer must disclose below, whether they are a Borough of Elmwood Park Officer or employee or whether an immediate family member is a Borough of Elmwood Park Officer or employee. If the proposer is a business organization, then disclosure shall be made with respect to anyone having an interest in the business and their immediate family members.
Please answer the following:

Is the proposer or a member of the proposer's immediate family, or anyone having an interest in the proposer's business organization including their immediate family members, an officer or employee of the Borough of Elmwood Park?

NO_____YES _____

_____
* President, Vice President or Signature of
Authorized Representative

_____
Print Name

_____
Title

If yes, provide the name of the individual and identify the position held, below, and notify in writing, prior to the proposal opening date, to the Borough Administrator, Borough of Elmwood Park, 182 Market Street, Elmwood Park, New Jersey 07424. (Kindly attach a copy of the correspondence to this form).

_____
_____
_____
_____

NOTE: All terms used herein are to be construed in accordance with their meaning under the Local Government Ethics Law, cited above.

*** FAILURE TO SIGN THIS AFFIDAVIT BY A DULY AUTHORIZED COMPANY OFFICIAL WILL RESULT IN REJECTION OF THIS PROPOSAL.**

NON-COLLUSION AFFIDAVIT

I,_____, of the City of_____, in the County of_____,

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

I am_____, of the firm of_____the
(Title) (Company Name)

proposer making this Proposal for the above named project, and that I executed the said Proposal with full authority to do so; that said proposer has not, directly or indirectly, entered into an agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive action 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 State of New Jersey, County of Bergen, and the Borough of Elmwood Park relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for the said project.

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

_____
(Company Name)

_____
* President, Vice President or Signature of Authorized Representative

_____
Print Name

_____
Title

*** FAILURE TO SIGN THIS AFFIDAVIT BY A DULY AUTHORIZED COMPANY OFFICIAL WILL RESULT IN REJECTION OF THIS PROPOSAL.**

AFFIRMATIVE ACTION REQUIREMENTS

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

REQUIRED AFFIRMATIVE ACTION EVIDENCE

PROCUREMENT & SERVICE CONTRACT (which are not subject to a Federally approved or sanctioned affirmative action program). All successful vendors must submit within ten calendar (10) days of the notice of intent to award (Memorandum of Agreement) or the signing of the contract, whichever is sooner, one of the following:

1. **A PHOTO COPY OF THEIR FEDERAL LETTER OF AFFIRMATIVE ACTION PLAN APPROVAL.**

OR

2. **A PHOTO COPY OF THEIR CERTIFICATE OF EMPLOYEE INFORMATION REPORT.**

OR

3. **A COMPLETED AFFIRMATIVE ACTION EMPLOYEE INFORMATION REPORT (AA302). FORM IS INCLUDED IN THIS PACKAGE, LAST PAGE.**

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

THE AFFIRMATIVE ACTION AFFIDAVIT FOR VENDORS HAVING LESS THAN FIFTY (50) EMPLOYEES IS NO LONGER ACCEPTABLE.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et. seq. and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her proposal shall be rejected as non-responsive if said vendor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et. seq.

COMPANY NAME: _____

SIGNATURE: _____

PRINT NAME: _____

TITLE: _____

DATE: _____

(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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance.

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the 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 Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27**.

OWNERS DISCLOSURE STATEMENT

In accordance with N.J.S.A. 52:25-24.2 et seq., no corporation, partnership, limited partnership, limited liability corporation, limited liability partnership, Subchapter S corporation or sole proprietorship, shall be awarded a contract, unless prior to the receipt of the bid or accompanying the bid of the corporation, partnership, limited partnership, limited liability corporation, limited liability partnership, Subchapter S corporation or sole proprietorship, there is submitted to the Borough, a statement setting forth the names and addresses of all stockholders who own ten percent (10%) or more of the stock, of any class or all individual partners who own a ten percent (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 that 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 non-corporate stockholder and individual partner, exceeding the ten percent (10%) ownership criteria established in this act has been listed.

_____ _____

Legal Name of Bidder Date

_____/_____/_____/_____

Street Address City State Zip Code

_____/_____/_____

Telephone # Fax # e-mail address

CHECK TYPE OF BUSINESS ENTITY:

	Date Incorporated	Where Incorporated	
Corporation	_____	_____	Limited Partnership ____
Limited Liability Corporation	_____	_____	Limited Liability Partnership ____
Subchapter S Corporation	_____	_____	Sole Proprietorship ____
			Partnership ____

Listed below are the names and address of all stockholders or individuals who own ten (10) percent or more of its stock of any class(es), or who own ten (10) percent or greater interest therein.

_____

Name Address

_____

Name Address

_____

Name Address

If more space is required, continue listing on a separate page and include with bid submittal.

If no stockholder or partner owns ten percent (10%) or more of the business submitting the bid, please sign and date this form. I certify that no stockholder or partner owns ten percent (10%) or more of the business submitting this bid:

_____ _____

President, Vice President or Signature of Authorized Representative Date

FAILURE TO COMPLETE THIS FORM OR SIGN THE ABOVE STATEMENT BY A DULY AUTHORIZED COMPANY OFFICIAL WILL RESULT IN REJECTION OF THIS PROPOSAL.

HOLD HARMLESS AGREEMENT

BETWEEN: The Borough of Elmwood Park
182 Market Street
Elmwood Park, New Jersey 07407

AND

_____
Vendor's Name

_____
Address – not a post office box

_____
Telephone Number; Fax Number;

_____
E-mail address

It is understood and agreed the Proposer is:

1. An independent Contractor and not an employee of the Borough of Elmwood Park.

2. The Proposer agrees to indemnify and hold harmless the Borough of Elmwood Park, its elected officials, and all of its officers, agents and employees from any and all liability for damages for injury to person and property, including death, and against and from all suits and actions and all costs, damages and charges of whatsoever kind and nature, including attorneys' fees to which the Borough of Elmwood Park may be put for, or on account of, any injury or alleged injury to person, including death, or property, resulting from the performance of the Proposer's operations under this contract, or by or in consequence of any neglect or omission of the part of the Proposer in the performance of operations under this contract, whether such operations, or the absence thereof, be by the Proposer or anyone directly employed by the Proposer.

3. The Proposer shall hold the Borough of Elmwood Park harmless for damages to the Proposer's equipment utilized during the term of this contract.

_____
President, Vice President or Signature of Authorized Representative

_____
Print Name

_____ _____
Title Date

AMERICANS WITH DISABILITIES ACT

EQUAL OPPORTUNITY FOR INDIVIDUALS WITH DISABILITIES

The vendor and the Borough of Elmwood Park (hereafter "Owner") do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S12.101 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 thereunto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the Owner pursuant to this contact, the vendor agrees that the performance shall be in strict compliance with the Act, In the event the vendor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the vendor shall defend the Owner in any action or administrative proceeding commenced pursuant to this Act. The vendor 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 vendor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other 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. If any action or administrative proceeding results in an award of damages against the Owner, or if the Owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the vendor 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 vendor 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 vendor 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 vendor pursuant to this contract will not relieve the vendor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the Owner pursuant to this paragraph.

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

_____

President, Vice President or Signature of Authorized Representative

_____

Print Name

_____ _____

Title Date

VENDOR INFORMATION

In order to assure that all future correspondence is directed to the correct address, assure proper ordering, expedite future payments, and be in accord with I.R.S. regulations, the following information **must** be provided with this bid.

Name of Business: _____
(Print)

Name of Contact Person: _____
(Print)

Correspondence Address (including zip code):

_____

_____

_____

Purchase Order Address for signature (including zip code):

_____

_____

_____

Payment Address (including zip code):

_____

_____

_____

Telephone Number (including area code): _____

Fax Number (including area code): _____

E-Mail Address: _____

Employer I.D. # or S.S. #: _____

FAILURE TO PROVIDE ALL OF THE ABOVE INFORMATION MAY RESULT IN REJECTION OF THIS BID.

PROPOSER'S AFFIDAVIT
THIS AFFIDAVIT IS PART OF THE PROPOSAL

State of _____

County of _____

I,_____,
(Print Name)

certify that I am the _____
(Title)

of the business entity submitting this bid/proposal; that I have completed and signed all of the required documents; that I am duly authorized to sign the bid/proposal on behalf of the business entity; and that all of the declarations and statements contained in the bid/proposal document are true and accurate to the best of my knowledge and belief.

_____/_____
(Signature of Bidder) (Date)

NOTARY:

Subscribed and sworn to before me at

_____
(Address)

This_____day of_____20_____

_____
(Notary Public)

Commission Expires:_____

DOCUMENT OWNERSHIP

This document was prepared by the Borough of Elmwood Park (owner) and is provided on the Borough website at www.elmwoodparknj.us. This document is not to be reproduced for distribution to other vendors regardless of whether the vendor intends to charge, or not to charge, for said copy. Copies of this document are made available from the owner and there is no other agent authorized to distribute same.

The owner shall retain all of its rights and interest in any and all documents and property both hard copy and digital furnished by the owner to the vendor for the purpose of assisting the vendor in the performance of this contract. All such items shall be returned immediately to the owner at the expiration or termination of the contract or completion of any related services, pursuant thereto, whichever comes first. None of the documents and/or property shall, without the written consent of the owner, be disclosed to others or used by the vendor or permitted by the vendor to be used by their parties at any time except in the performance of the resulting contract.

Ownership of all data, materials and documentation originated and prepared for the owner pursuant to this contract shall belong exclusively to the owner. All data, reports, computerized information, programs and materials related to this project shall be delivered to and become the property of the owner upon completion of the project. The vendor shall not have the right to use, sell, or disclose any part or total of the interim or final work products, or make available to third parties, without the prior written consent of the owner.

Form AA302
Rev. 11/11

STATE OF NEW JERSEY

Division of Purchase & Property
Contract Compliance Audit Unit
EEO Monitoring Program

EMPLOYEE INFORMATION REPORT

IMPORTANT-READ INSTRUCTIONS CAREFULLY BEFORE COMPLETING FORM. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND TO SUBMIT THE REQUIRED $150.00 FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT EEO-1 REPORT FOR SECTION B, ITEM 11. For instructions on completing the form, go to: http://www.state.nj.us/treasury/contract_compliance/pdf/ai302ins.pdf

SECTION A - COMPANY IDENTIFICATION

1. FID. NO. OR SOCIAL SECURITY

2. TYPE OF BUSINESS
☐ 1. MFG ☐ 2. SERVICE ☐ 3. WHOLESALE ☐ 4. RETAIL ☐ 5. OTHER

3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY

4. COMPANY NAME

5. STREET CITY COUNTY STATE ZIP CODE

6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE) CITY STATE ZIP CODE

7. CHECK ONE: IS THE COMPANY: ☐ SINGLE-ESTABLISHMENT EMPLOYER ☐ MULTI-ESTABLISHMENT EMPLOYER

8. IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN NJ

9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT

10. PUBLIC AGENCY AWARDING CONTRACT CITY COUNTY STATE ZIP CODE

Official Use Only	DATE RECEIVED	INAUG.DATE	ASSIGNED CERTIFICATION NUMBER

SECTION B - EMPLOYMENT DATA

11. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures on all lines and in all columns. Where there are no employees in a particular category, enter a zero. Include ALL employees, not just those in minority/non-minority categories, in columns 1, 2, & 3. *DO NOT SUBMIT AN EEO-1 REPORT.*

JOB CATEGORIES	ALL EMPLOYEES			PERMANENT MINORITY/NON-MINORITY EMPLOYEE BREAKDOWN									
				MALE					FEMALE				
	COL. 1 TOTAL (Cols.2 &3)	COL. 2 MALE	COL. 3 FEMALE	BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.	BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.
Officials/ Managers													
Professionals													
Technicians													
Sales Workers													
Office & Clerical													
Craftworkers (Skilled)													
Operatives (Semi-skilled)													
Laborers (Unskilled)													
Service Workers													
TOTAL													
Total employment From previous Report (If any)													
Temporary & Part-Time Employees	The data below shall NOT be included in the figures for the appropriate categories above.												

12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED?
☐ 1. Visual Survey ☐ 2. Employment Record ☐ 3. Other (Specify)

14. IS THIS THE FIRST Employee Information Report Submitted?
1. YES ☐ 2. NO ☐

15. IF NO, DATE LAST REPORT SUBMITTED
MO. DAY YEAR

13. DATES OF PAYROLL PERIOD USED
From: To:

SECTION C - SIGNATURE AND IDENTIFICATION

16. NAME OF PERSON COMPLETING FORM (Print or Type) SIGNATURE TITLE DATE MO DAY YEAR

17. ADDRESS NO. & STREET CITY COUNTY STATE ZIP CODE PHONE (AREA CODE, NO.,EXTENSION)
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