

THE CITY OF UNION CITY

REQUESTS COMPETITIVE CONTRACT BIDS FROM INDIVIDUALS/FIRMS INTERESTED IN PROVIDING GRANT WRITING SERVICES FOR THE CITY OF UNION CITY

Introduction

The City of Union City (“City”) is requesting bids from individuals and/or firms for the following services: grant writing services. It will be for one year contract that may be extended up to five years, if mutually agreed upon by both parties. The City seeks Bids in accordance with the in the Local Public Contract Law, N.J.S.A. 40A:11-1 et seq.

Required Services:

The City of Union City is requesting bids for Grant Writing Services – General and work closely with the Mayor’s Office, Board of Commissioners, the Department of Revenue and Finance, and various City departments and divisions.

The following represents a general description of the Grant Writing Services for which bids are being sought and that will need to be provided. During the term of a contract the grant writer shall:

1. Be responsible for coordinating with various City Departments/Divisions on various follow up requirements related to any grants.
2. Continually track and seek all appropriate Federal, State, County and private entity funding sources.
3. Provide complete grants management capabilities including but not limited to drafting.
4. Provide Intra and Inter-city project coordination.
5. Conceptualize, design and support projects to complement City programs and operations.
6. Track County, State and Federal legislative and departmental initiatives pertinent to City operations.
7. Prepare and electronically submit monthly status tracking reports.
8. Work with the City of Union City Staff, County/State/Federal Officials and other involved parties to secure reimbursement for activities completed as part of projects funded by the various grants secured.

9. Coordinate with all City Departments / Divisions to determine if current or planned activities may be eligible for grants.
10. Such other work as may customarily be done and or required of a grant writer for a City similar to that of Union City.
11. Oversee any other administrative services necessary to meet grant requirements for any projects identified by the City of Union City.

Additional Requirements:

Each candidate shall submit proof of business registration with the New Jersey Division of Taxation (P.L. 2004, C.57) prior to the award of contract but preferably with their bid. The registration must be effective as of the time and date for the submission of bids.

The successful candidate shall be required to comply with the following insurance requirements:

- a. The Contractor shall be required to carry full insurance including comprehensive general liability; workman's compensation insurance; which shall cover all operations of the Contractor, its employees, agents and servants hereunder, and; motor vehicle and equipment used by the Contractor in connection with the Contractor's operations under the Contract; Contractor shall provide professional liability (errors & omissions) insurance for claims arising from any negligent performance of contractors' services pursuant to the agreement in the amount of \$1,000,000 per claim. Said insurance, by endorsement, shall fully protect the City of Union City from liability.
- b. Certificates naming the City of Union City as an additional named insured, and evidencing such insurance coverage, shall be filed with the City Clerk prior to the commencement of operations hereunder by the Contractor.

The following Certificates of Insurance must be furnished:

- I. Worker's Compensation;
Part Two – Statutory
- II. Comprehensive General Liability:
 - A. Minimum limits: \$1,000,000.00;
Combined Single Limit Coverage to include:
Premise / Operations; Independent Contractors;
Product / Completed Operations;
Contractual; Personal Injury;
Broad Form Property Damage;
City of Union City as additional insured.

B: Comprehensive General Liability must be maintained for at least one year after completion of the contract and its acceptance by the City of Union City.

III. If applicable, Professional Liability insurance in the amount of not less than \$1,000,000.

The policies shall be endorsed to name the City of Union City as an additional insured and shall contain a thirty (30) day notice of cancellation whereby the City Clerk will be provided with a written notification of cancellation. Said insurance must be paid for a minimum of six (6) months into the contract period at the time of the contract.

It is understood and agreed that the Contractor is an independent Contractor and not an employee of the City of Union City.

The Contractor agrees to indemnify and hold harmless the City of Union City, the Board of Commissioners of the City of Union City, and all of its officers, agents and employees of and 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 change of whatsoever kind of nature, including attorneys' fees to which the City of Union City maybe put for or on account of any injury or alleged injury to person, including death, or property, resulting from the performance of the Contractor's operations under this Contract, or by or in consequence of any neglect or omission on the part of the Contractor in the performance of operations under the Contract, whether such operations, or in the absence thereof, be by the Contractor or anyone directly or indirectly employed by or providing services on behalf of the Contractor.

The Contractor shall hold the City of Union City harmless for damages to the Contractor's Equipment utilized during the term of this Contract.

The successful Contractor shall be required to execute the form of hold harmless agreement attached hereto.

Programs of self-insurance are not acceptable.

Professional Information and Qualifications

Copies of this standardized submission requirements and selection criteria are on file and available from the Office of the City Clerk. Each interested candidate shall submit the following information within the time permitted by law:

1. Name of firm, business organization, shareholders and directors with more than a ten per cent interest in the organization;
2. Any licenses held by the Proposer or employees of the Proposer;
3. Address of principal place of business and all other offices and corresponding telephone and fax numbers for all individuals assigned to perform the services;
4. Description of the Proposer's qualifications, number of years in business and a description of their experience with services similar to those described above. This includes a similar description for all key personnel;
5. Experience in providing similar services for municipalities, including a description of the services you propose to provide to the City to successfully implement the services;
6. At least three (3) references, two (2) of which must have knowledge of your service to public entities;
7. The organization's ability to provide the services in a timely fashion (including staffing, familiarity and location of key staff);
8. Cost details, including rates and fees, broken down into specific services to be provided, a flat fee or fee schedule, the names of each of the individuals who will perform the services and all expenses and costs for which the City will be responsible. Also advise as to what facilities, materials and equipment the City will be responsible for providing (if any);
9. Any other information which the interested organization deems relevant;
10. Statement concerning Ethics Complaint (copy attached);
11. Statement of corporate ownership (c.52:25-24.2) (copy attached);
12. Non-Collusion Affidavit (copy attached);
13. Proof of business registration with the New Jersey Division of Taxation (P.L. 2004 c. 57) (prior to award of contract);
14. If required by the City, criminal background check for all persons who will be assigned to provide services under this contract shall be provided to the City after the contract is awarded and the contract is contingent upon receipt by the City of satisfactory background checks;
15. Disclosure of Investment Activities in Iran form (copy attached) (prior to award of contract); and

16. Statement, see attached, executed by a corporate officer, member, partner or sole proprietor certifying that there are no prior or pending ethics complaints against them or their company.
17. Acknowledgement of the Mandatory Equal Employment Opportunity Language and the requirements for the successful proposer contained therein (copy attached).

Evaluation of Bids:

1. The intent of this bid is for the City of Union City ("City") to award a contract for Grant Writing Services ("Services") in accordance with the documents attached hereto, and the bid selected.
2. The City reserves the right to award multiple contracts, if applicable.
3. The City, may award a contract for the term of one year term, subject to the City's rights of earlier termination, which shall be absolute.
4. Each bid proposal form must be submitted upon the bid proposal form included in these documents complete with the full business address, business phone, fax, e-mail if available, the contact person of the bidder. The bid proposal must be signed by a company official or authorized individual in order to be accepted by the City as a valid bid.
5. The City reserves the right to award a contract to the lowest responsible bidder or reject any or all bids for any reason, in whole or in part, as permitted by law, including but not limited to: (a) all bids pursuant to N.J.S.A. 40A:11-13.2; (b) if more than one bid is received from an individual, firm or partnership, corporation or association under the same name; (c) multiple bids from an agent representing competing bidders; (d) the bid is inappropriately unbalanced; (e) the bidder is determined to possess, pursuant to N.J.S.A. 40A:11-4b, Prior Negative Experience; or if the successful bidder fails to enter into a contract within 21 days, Sundays and holidays excepted, or as otherwise agreed upon by the parties to the contract. In this case at its option, the City may accept the bid of the next lowest responsible bidder. (N.J.S.A. 40A:11-24b).
6. The City reserves the right of award a tie bid to the vendor it determines best meets the needs of the City.
7. The City reserves the right to award a contract based on any combination of based bid only, base bid and one or more of the options that may be described in the bid proposal or based, or any combination thereof.
8. If the award is to be made on the basis of a total bid only, or on the basis of a combination of a base bid with selected options (based on the availability of funds); it shall be made to the lowest responsible responsive bidder for the base bid and the selected options, and in the case of the receipt of two bids of equal prices, as per N.J.S.A. 40A:11-6.1(d).

9. A bid cannot be withdrawn after the expiration of the time set for receiving bids, except as may be required by N.J.S.A. 40A:11-23.3, nor can any changes in price or other details be made following the bid opening.
10. All goods and services are subject to examination by the City. The City reserves the right to reject any and all goods or services prior to acceptance that, in the City's judgement, are defective or which do not meet the specifications. The City will not pay for such defective goods or services. The successful bidder bears the risk of loss for all goods and/or services until such time as the goods and/or services are accepted by the City.
11. Payment for products and services will be made upon completion and acceptance of the work by, or supplying of the items to, the City and payment of all undisputed amounts will be made within thirty (30) days following the next regularly scheduled meeting of the Commissioners of the City after receipt of a properly certified and tabulated City payment voucher and/or invoice.
12. The successful bidder will be responsible for providing the specified goods and services and shall otherwise begin the work immediately after receiving written notice by the City of Union City that a contract has been awarded and to proceed with the provision of goods and services. The successful Contractor shall provide all goods and services promptly and within the time required by the Specifications and the City. Failure to perform the work and/or provide the goods and services within the time required shall constitute a material breach of contract. In the event of termination for cause by the City, the successful bidder shall be liable to the City for any increased cost incurred by the City in procuring the goods or services from another vendor.
13. At the time of the opening of bids, each Bidder will be presumed to have inspected the site(s) and to have read, and to be thoroughly familiar with the Contract Documents. The failure or neglect of any Bidder to receive or examine any form, instrument, or document, or to thoroughly investigate the project site, shall in no way relieve any Bidder from any obligation in respect to its bid.
14. The bidder understands and agrees that its bid is submitted on the basis of the specifications prepared by the City. The bidder accepts the obligation to become familiar with these specifications, and by submitting a bid warrants that it is familiar with the requirements of the specifications and that the specifications are complete.
15. Bidders are expected to examine the specifications and related bid documents with care and observe all their requirements. Ambiguities, errors or omissions noted by bidders should be promptly reported in writing to the appropriate official. Any prospective bidder who wishes to challenge a bid specification shall file such challenges in writing with the contracting agent no less than three business days prior to the opening of the bids. Challenges filed after that time shall be considered void and having no impact on the contracting unit or the award of a contract pursuant to N.J.S.A. 40A:11-13. In the event the bidder fails to notify the City of such ambiguities, errors or omissions, the bidder shall be bound by the requirements of the specifications and the bidder's submitted bid.

16. No oral interpretation and or clarification of the meaning of the specifications for any goods and services will be made to any bidder. All technical questions should be addressed to the City's Purchasing Agent, or as otherwise stipulated in the specification, in writing. Questions should be e-mailed to cityclerk@ucnj.com. In order to be given consideration, a written request must be received at least ten (10) business days (Saturday, Sunday and holidays excluded), prior to the date fixed for the opening of the bid for goods and services. Questions received after this time will not be considered. If issued, all interpretations, clarifications and any supplemental instructions will be in the form of written addenda to the specifications, and will be distributed to all prospective bidders. All addenda so issued shall become part of the specification and bid documents, and shall be acknowledged by the bidder in the bid. The City's interpretations or corrections thereof shall be final. When issuing addenda, the City shall provide required seven (7) days notice prior to the official receipt of bids to any person who has submitted a bid or who has received a bid package pursuant to N.J.S.A. 40A:11-23(c)(1).
17. The successful vendor shall not assign, convey, transfer, sublet or otherwise dispose of the contract or any part and / or to any other person, company or corporation
18. It is the bidder's responsibility to present its bid to the City at the time and at the place designated. The City accepts no responsibility for the receipt of bids delivered to it; it is a bidder's responsibility to assure itself that its bids are received by the City. Bids received after the designated time and date will be returned unopened.
19. Sealed bids forwarded to the City before the time of opening of bids may be withdrawn upon written application of the bidder who shall be required to produce evidence showing that the individual is or represents the principal or principals involved in the bid. Once bids have been opened, they shall remain firm for a period of sixty (City of Union City) calendar days.
20. The successful bidder whose bid is accepted will be held responsible for any loss or error arising from their failure or misunderstanding of the requirements listed in the specifications.
21. The successful bidder will provide all the necessary labor, tools and equipment required to start and complete the job.
22. The total costs of all services provided pursuant to the terms of the Contract Documents shall not exceed the original contract price, except that the City of Union City reserves the right to increase or decrease the maximum amount of said contract and reduce or increase the contract price proportionately to the amount of services/equipment reduced, in accordance with applicable law.
23. The following language will be considered included in the contract.

N.J.S.A. 10:2-1. Antidiscrimination provisions. Every contract for or on behalf of the State or any county or municipality or other political subdivision of the State, or any agency of or authority created by any of the foregoing, for the construction, alteration or repair of any building or public work or for the acquisition of materials,

equipment, supplies or services shall contain provisions by which the contractor agrees that:

- a. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing or any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;
 - b. No Contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, or account of race, creed, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;
 - c. There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and
 - d. This contract may be canceled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency or any prior violation of this section of the contract.
24. Regarding "Pay-to-Play" disclosure of contributions by business entities, N.J.S.A. 19:44a-20.3 through 20.25: contributions by business entities that have or are seeking New Jersey government contracts, the "Pay-To-Play" disclosure law requires that prior to entering a contract with a governmental entity of more than \$17,500 that is not publicly advertised, a business entity must disclose to that governmental entity certain contributions made during the past year. Further, a business entity that has received \$50,000 or more through government contracts in a calendar year must file an annual disclosure statement electronically with the commission to report contract information and reportable contributions it has made. The due Date for the first annual disclosure report for calendar year 2006 is September 28, 2007. For each subsequent calendar year the proposed due date is March 30th. The business entity annual statement form and instructions can be found at the following web address: <https://wwwnet1.state.nj.us/lpd/elec/ptp/form.aspx>.
25. NO MINIMUM PURCHASE IS IMPLIED OR GUARANTEED.

Submission Requirements

Sealed BIDS will be publicly opened by the City Clerk's Office in Union City Hall, 3715 Palisade Avenue, Union City, on the **December 28, 2021 at 10:30 a.m.** Bids must be received no later than **December 28, 2021 at 10:30 a.m.** by:

City Clerk's Office
Attn: Betty Olano
3715 Palisade Avenue
Union City, NJ 07087

Please submit one original and two (2) copies of the BID. Use white 8 ½" x 11" paper.

Amendments to the this BID may be made up to ten days prior to receipt of bids by posting same on the City's website, www.ucnj.com.

**City of Union City
GRANT WRITING SERVICES**

BID PROPOSAL FORM

FOR THE

CITY OF UNION CITY
Municipal Building
428-60th Street
Union City, New Jersey 07093

The undersigned, being authorized, proposed to furnish and deliver the above goods/services pursuant to the bid specification and made part hereof:

As follows:

Total Bid Price as calculated below:

Flat Hourly Rate \$ _____

Amount in Words

Company
name: _____

Address: _____

Signature of Authorized Agent: _____

Type or print name: _____

Title: _____

Telephone number: _____ date: _____

Fax number: _____ e-mail address: _____

STATEMENT CONCERNING ETHICS COMPLAINTS

I, _____, of full age and to the best of my knowledge and belief, as of the date of this Certification, hereby certify as follows:

1. I am the _____ in connection with the firm, entity, partnership, sole proprietorship which entity is submitting this bid proposal to the City of Union City.

2. I am aware of no prior or pending ethics complaints against myself or any firm or entity.

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

Dated: _____

By: _____

Print Name: _____

STATEMENT OF OWNERSHIP DISCLOSURE

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

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

Name of Organization: _____

Organization Address: _____

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

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

Part II

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

OR

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

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

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address
<i>[continued on next page]</i>	

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

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

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

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

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

[continued on next page]

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the City of Union City is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with City to notify City in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the City of Union City to declare any contract(s) resulting from this certification void and unenforceable.

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

NON-COLLUSION AFFIDAVIT

RE: GRANT WRITING SERVICES

STATE OF NEW JERSEY)
) ss.:
COUNTY OF)

I, _____ residing at _____ in the
City/Town/Township/Borough/Village of _____ and State of,
_____ of full age, being duly sworn upon oath and say:

I am _____ of the firm of _____
the bidder making the bid for the above-named project with full authority to do so; and I state
that the 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 / or material bid, and that all statements
contained in said bid and in this affidavit are true and correct, and made with full knowledge
that the City of Union City relies upon the truth of the statement contained in said bid and in
the statement contained in this Affidavit in awarding the contract for the said project and / or
material bid.

I further warrant that no person or selling agency has been employed or retained to
solicit or secure such contract upon an agreement or understanding for a commission,
percentage, brokerage or contingent fee, except bona fide employees or bona fide established
commercial or selling agencies maintained by (Name of Contractor)
_____ (N.J.S.A. 52:34-15).

By: _____
Type or print name of affiant under signature

Subscribed and sworn to before me
this _____ day of _____, 2020 .

Notary Public of New Jersey
My commission expires:

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

PART 1: CERTIFICATION

BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.

FAILURE TO CHECK EITHER BOX WILL RENDER THE PROPOSAL NON-RESPONSIVE.

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

PLEASE CHECK EITHER BOX:

I certify, pursuant to Public Law 2012, c. 25, that neither the person/entity listed above nor any of the entity'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**

OR

I am unable to certify as above because I or the bidding entity 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 non-responsive 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.

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

Name: _____

Relationship to
Bidder/Vendor: _____

Description of Activities:

Duration of Engagement: _____ Anticipated Cessation Date _____

Bidder/Vendor _____

Contact Name: _____ Contact Phone Number: _____

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the below-referenced person or entity. I acknowledge that the City of Union City is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of contracts with the City to notify the City 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 agreements(s) with the City of Union City and that the City at its option may declare any contract(s) resulting from this certification void and unenforceable.
[continued on next page]

Full Name (Print): _____ Signature: _____

Title: _____ Date: _____

Bidder/Vendor: _____

**CITY OF UNION CITY
HUDSON COUNTY, NEW JERSEY**

HOLD HARMLESS AGREEMENT

FOR

GRANT WRITING SERVICES

BETWEEN:

The City of Union City
3715 Palisade Avenue
Union City, NJ 070S7

AND:

Contractor:
Address:
Telephone:
Fax Numbers:

It is understood and agreed the Contractor is:

1. An independent Contractor and not an employee of the City of Union City.
2. The Contractor agrees to indemnify and hold harmless the City, Commissioners of the City of Union City, and all of its officers, agents and employees of and 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 changes of whatsoever kind and nature, including reasonable attorney's fees to which the City may be put for or on account of any injury or alleged injury to person, including death, or property, resulting from the negligent performance of the Contractor's operations under this Contract, or by or in consequence of any omission of the part of the Contractor in the performance of operations under this Contract, whether intentional or unintentional, by the Contractor or anyone directly or indirectly employed by the Contractor, for whom the Contractor is liable.
3. The Contractor shall hold the City of Union City harmless for damages to the Contractor's equipment utilized during the term of this Contract.
4. The Contractor agrees to provide a certificate of insurance specifically naming the City of Union City as an additional named insured, providing general liability, bodily injury and property damage coverage with minimum limits of liability not less than \$1,000,000.00.
- 5.

Signed this _____ day of, _____ 2020.

As the binding act in deed of:

Name of Organization: _____

Authorized signature and title

Witness's Signature

Print Authorized name and title

Print Witness's Name

BIDDER CAPABILITY AFFIDAVIT

- 1. Location:

- 2. Number of employees (full-time and part-time):

- 3. Type of equipment present:

- 4. List current customers with contracts similar to the City's, including a contact name and telephone number:

As President, I certify that _____ has the personnel, equipment, supplies, experience, training and ability and our facility is capable of servicing the City with the procedures specified in the bid specification.

Name (type) of President

Signature

Telephone Number

Fax Number

Print Witness Name

Witness Signature

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.

EXHIBIT A (Cont)

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

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

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

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

Letter of Federal Affirmative Action Plan Approval;

Certificate of Employee Information Report; or

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

The contractor and its subcontractors shall furnish such reports or other documents to the Division of 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.**

Company Name: _____

Signature: _____

Print Name and Title: _____

Date: _____

Phone Number: _____