**BID SPECIFICATION PACKAGE** **FOR**

**Tree Trimming and Stump Removal Services - 2023**

**TOWN OF HACKETTSTOWN WARREN COUNTY**

**NEW JERSEY**

**DATED: November 1, 2022**

NOTICE TO BIDDERS

Notice is hereby given that sealed bids will be received by the Mayor and Common Council for Tree trimming and stump removal services for 2023, bids to be opened and read in public at the Municipal Building, 215 Stiger Street, Hackettstown, New Jersey, on December 6, 2022 at 12:00 noon prevailing time.

Specifications may be obtained from the Qualified Purchasing Agent, 215 Stiger Street, Hackettstown, New Jersey. Bids must be enclosed in sealed envelopes, bearing the name and address of bidder, the statement “TREE TRIMMING AND STUMP REMOVAL SERVICES”, and be addressed to Danette Dyer, Chief Financial Officer/Qualified Purchasing Agent, 215 Stiger Street, Hackettstown, New Jersey, 07840, and be delivered at the place on or before the hour named above. 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 relating to affirmative action anti-discrimination program and N.J.S.A. 52:25-24.2, which requires that each bid must be accompanied by a list of stockholders or partners, including full names and addresses. The Town reserves the right to reject any and all bids or to waive irregularities in the bidding if it is in the best interest of the Town to do so. No proposals may be withdrawn for a period of sixty (60) days after the date specified, or any authorized postponement for opening and reading of proposal.

Bidder shall supply with the bid a non-collusion affidavit swearing that there has been no collusion with other bidders in the preparation of bids.

By order of the Mayor and Common Council of the Town of Hackettstown, New Jersey.

P.J. Reilly, Town Clerk/Administrator

BID PROPOSAL FORM

TO: Mayor and Common Council Town of Hackettstown

215 Stiger Street

Hackettstown, NJ 07840

For the work as described in the specifications and special and general conditions the undersigned hereby certifies that:

1. The contract documents have been fully examined and understood.
2. The Town has the right to consider and reject any subcontractor assigned to provide the service.

**Bid**

1. Tree trimming and stump removal service (See separate attached bid sheet and bid specification).

The undersigned is a (Corporation) (Partnership) (Individual) under the laws of the State of having its principal office at .

Company Name Federal ID # or S.S.#

Address

Signature of Authorized Agent Type or print name

Telephone Number Date

## TOWN OF HACKETTSTOWN

CONTRACTOR’S BID FOR TREE TRIMMING AND TREE AND STUMP REMOVAL

* Bucket truck and chipper with 3

Person crew per hour fee Normal hours $ Overtime hrs $ Weekend &

Holidays $

per hour per hour

per hour

* Crane truck with operator Normal hours $ Per hour fee Overtime hrs $

Weekend &

Holidays $

per hour per hour

per hour

* Stump machine with operator Normal hours $ Per hour fee Overtime hrs $

Weekend &

Holidays $

per hour per hour

per hour

I certify that we will respond to all emergency calls within one hour of being called or being left a voice mail message by the Town of Hackettstown.

Unless it is an emergency call, all work should be performed during normal work hours. All overtime must be authorized by the DPW Superintendent.

All normally scheduled work must be performed within 7 business days of being scheduled.

Proper signage must be provided by Contractor. The contractor shall adhere to acceptable traffic control standards while working in areas where vehicle or pedestrian traffic may be affected and the safety of workers and the motoring public must be considered, as designated in the Manual on Uniform Traffic Control Devices (MUTCD), current edition.

Wood chips and stump grindings generated can be disposed of on a designated municipal property. Larger wood limbs are to be removed from property and disposed of by bidder on same day as tree removal.

Bidder Signature

Title

Name of Company

Address

Phone

**BID SUBMISSION CHECKLIST**

In order for a bid to be determined to be complete, the following items must be submitted:

1. Completed and signed bid proposal form.
2. Non-collusion affidavit.
3. Listing of shareholders or partners.
4. Affirmative Action. Evidence in the form of letter of federal approval of certificate of employee information report or complete form AA302. The attached affirmative action language set forth in Exhibit A is hereby incorporated by reference.
5. New Jersey Business Registration Certification.
6. List of Subcontractors (with Subcontractor(s) New Jersey Business Registration Certificates).
7. Receipt of Addenda of Changes to Bid Documents.

8. Disclosure of Investment Activities in Iran Form

**TOWN OF HACKETTSTOWN BID DOCUMENT CHECKLIST**

|  |  |  |
| --- | --- | --- |
| **Required by OWNER** |  | **Read, Signed & Submitted** |
| X | **Stockholder Disclosure Certification** |  |
|  |  |  |
| X | **Non-Collusion Affidavit** |  |
|  |  |  |
| X | **Bid Proposal Form** |  |
|  |  |  |
|  | **References** |  |
|  |  |  |
|  | **Status of present contracts** |  |
|  |  |  |
|  | **Equipment Questionnaire** |  |
|  |  |  |
|  | **Bid Guarantee** |  |
|  | **(with Power of Attorney for full amount of Bid Bond)** |  |
|  | **Consent of Surety** |  |
|  | **(with Power of Attorney for full amount of Bid Price)** |  |
| X | **Mandatory Affirmative Action Language** |  |
|  |  |  |
|  | **Prevailing Wage** |  |
|  |  |  |
| X | **Americans with Disabilities Act of 1990 Language** |  |
|  |  |  |
| X | **New Jersey Business Registration Certificate** |  |
|  |  |  |
| X | **List of Subcontractors** |  |
|  |  |  |
| X | **Receipt of Addenda to Changes in Bid Documents** |  |

|  |  |  |
| --- | --- | --- |
|  | **Disclosure of Investment Activities in Iran Form** |  |

1. **SUBMISSION OF BIDS**
	1. Town of Hackettstown, Warren County, New Jersey (hereinafter referred to as "OWNER") invites scaled bids pursuant to the Notice to Bidders.
	2. Sealed bids will be received by the designated representative at tile time and place stated in the Notice to Bidders, and at such time and place will be publicly opened and read aloud.
	3. The bid proposal form shall be submitted, in a sealed envelope: (1) addressed to the OWNER,

(2) bearing the name and address of the bidder written on the face of the envelope, and (3) clearly marked "BID" with tile contract title and/or bid # being bid.

* 1. It is the bidder's responsibility to see that bids are presented to the OWNER on the hour and at the place designated. Bids may be hand delivered or mailed; however, the OWNER disclaims any responsibility for bids forwarded by regular or overnight mail. If the bid is sent by overnight mail, the designation in section C, above, must also appear on the outside of the delivery company envelope. Bids received after the designated time and date will be returned unopened.
	2. Sealed bids forwarded to the OWNER 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 must remain firm for a period of sixty (60) calendar days.
	3. All prices and amounts must be written in ink or preferably typewritten. Bids containing any conditions, omissions, unexplained erasures or alterations, items not called for in the bid proposal form, attachment of additive information not required by the specifications, or irregularities of any kind, may be rejected by the OWNER. Any changes, white-outs, strike- outs, etc. on the proposal page must be initialed in ink by the person responsible for signing the bid.
	4. Each bid proposal form must give the full business address of the bidder and be signed by an authorized representative. Bids by partnerships must furnish the full name of all partners and must be signed in the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of tile person signing. Bids by corporations must be signed in the legal name of the corporation, followed by the name of the State in which incorporated and must contain the signature and designation of the president, secretary or other person authorized to bind the corporation in the matter. When requested, satisfactory evidence of the authority of the officer signing shall be furnished.
	5. Bidders must insert prices for furnishing all of the materials and/or labor required by these specifications. Prices shall be net, including any charges for packing, crating, containers, etc. **All transportation charges shall be fully prepaid by the contractor F.O.B. destination and placement at locations specified by the OWNER.** As specified, placement may require inside deliveries. No additional charges will be allowed for any transportation costs resulting from partial shipments made at the contractor's convenience.
	6. The vendor shall guarantee any or all materials and services supplied under these specifications. Defective or inferior items shall be replaced at the expense of the vendor. In case of rejected materials, the vendor will be responsible for return freight charges.
	7. The contracts to be awarded shall not be exclusive contracts. The Town reserves the right to purchase any of these items from other sources during 2023.
1. **BID SECURITY – Not required.**
2. **INTERPRETATION AND ADDENDA**
	1. The bidder understands and agrees that its bid is submitted on the basis of the specification prepared by the OWNER. The bidder accepts the obligation to become familiar with these specifications.
	2. Bidders are expected to examine the specifications and related documents with care and observe all their requirements. Ambiguities, errors or omissions noted by bidders should be promptly reported in writing to the appropriate official. In the event the bidder fails to notify the OWNER of such ambiguities, errors or omissions, the bidder shall be bound by the bid.
	3. No oral interpretation of the meaning of the specifications will be made to any bidder. Every request for an interpretation shall be in writing, addressed to the OWNER'S representative stipulated in the bid. In order to be given consideration, written requests for interpretation must be received at least five (5) days prior to tile date fixed for the opening of the bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications, and will be distributed to all prospective bidders, in accordance with **N.J.S.A. 4OA:11-23**. All addenda so issued shall become part of the contract documents, and shall be acknowledged by the bidder in the bid. The OWNER'S interpretations or corrections thereof shall be final.
	4. Discrepancies in Bids
		1. If the amount shown in words and its equivalent in figures do not agree, the written words shall be binding. Ditto marks are not considered writing or printing and shall not be used.
		2. In the event that there is a discrepancy between the unit prices and the extended totals, the unit prices shall prevail. In the event there is an error of the summation of the extended totals, the computation by the OWNER of the extended totals shall govern.
3. **BRAND NAMES, PATENTS AND STANDARDS OF QUALITY**
	1. Brand names and/or descriptions used in this bid are to acquaint bidders with the type of commonly desired and will be used as a standard by which alternate or competitive materials offered will be judged. Competitive items must be equal to the standard described and be of the same quality of work. Variations between materials described and the materials offered are to be fully identified and described by the bidder on a separate sheet and submitted with the bid proposal form. Vendor's literature **WILL NOT** suffice in explaining exceptions to these specifications. In the absence of any changes by the bidder, it will be presumed and required that materials as described in the proposal be delivered.
	2. It is the responsibility of the bidder to demonstrate the equivalency of item(s) offered. The OWNER reserves the right to evaluate the equivalency of an item(s) which, in its deliberations, meets its requirements.
	3. In submitting its bid, the bidder certifies that the merchandise to be furnished will not infringe upon any valid patent or trademark and that the successful bidder shall, at its own expense, defend any and all actions or suits charging such infringement, and will save the OWNER harmless from any damages resulting from such infringement.
	4. Only manufactured and farm products of the United States, wherever available, shall be used on this contract pursuant to **N.J.S.A. 4OA:11-18**.
	5. Wherever practical and economical to the OWNER, it is desired that recycled or recyclable products be provided. Please indicate when recycled products are being offered.
4. **PREPARATION OF BIDS**
	1. All bids must fully conform with the specifications and requirements set forth in these documents. Any exceptions to the same must be clearly and precisely noted. The OWNER is exempt from any local, state or federal sales, use or excise tax.
5. **STATUTORY AND OTHER REQUIREMENTS**
	1. Mandatory Affirmative Action Certification

No firm may be issued a contract unless it compares with the affirmative action regulations of **N.J.S.A. 10:5- 31** et seq. (P.L.1975, c.127).

* + 1. Procurement, Professional and Service Contracts

All successful vendors must submit, within seven days after the receipt of the notice of intent to award the contract or the receipt of tile contract, one of the followings

* + - 1. A photocopy of a valid letter for an approved Federal Affirmative Action Plan (good for one year from the date of the letter), or
			2. A photocopy of an approved Certificate of Employee Information Report, or
			3. If the vendor has none of the above, the public agency is required to provide the vendor with an initial Affirmative Action Employee Information Report (AA-302).
		1. Construction Contracts

All successful contractors must submit within three days of the signing of the contract an Initial Project Manning Report (AA201 - available upon request from the State's Affirmative Action Office) for any contract award that meets or exceeds the bidding threshold.

* 1. Americans with Disabilities Act of 1990

Discrimination on the basis of disability in contracting for the purchase of bids and services is prohibited. The successful bidder is required to read Americans With Disabilities language that is part of this specification and agrees that the provisions of Title 11 of the Act are made a part of the contract. The successful bidder is obligated to comply with the Act and to hold the OWNER harmless.

* 1. Prevailing Wage Act (When Applicable)

Pursuant to **N.J.S.A. 34:11-56.25** et seq., 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 ten (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, The contractor shall submit said certified payrolls in the form set forth in

**N.J.A.C. 12:60-6.1(c)**. It will be the contractor's responsibility to obtain any additional copies of the certified payroll form to be submitted by contacting the Office of Administrative Law, CN 049, Trenton, New Jersey 08625 or tile New Jersey Department of Labor, Division of Workplace Standards.

* 1. Stockholder Disclosure

Chapter 33 of the Public Laws of 1977 provides that no corporation or partnership shall be awarded any contract for the performance of any work or the furnishing of any materials or supplies, unless, prior to the receipt of the bid or accompanying the bid of said corporation or partnership, there is submitted a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own ten percent or more of its stock of any class, or of all individual partners in the partnership who own a ten percent or greater interest therein. Form or Statement shall be completed and attached to the bid proposal.

* 1. The New Jersey Worker and Community Right to Know Act

The manufacturer or supplier of a substance or mixture shall supply the Chemical Abstracts Service number of all the components of the mixture or substance and the chemical name. The manufacturer and supplier must properly label each container. Further, all applicable Material Safety Data Sheets (MSDS) - hazardous substance fact sheet - must be furnished.

* 1. Non-Collusion Affidavit

The Non-Collusion Affidavit, which is part of these specifications, shall be properly executed and submitted with the bid proposal.

* 1. New Jersey Business Registration Certificate
		+ 1. 52:32-44 requires that each bidder (contractor) submit proof of business registration with the bid proposal. Proof of registration shall be a copy of the bidder’s Business Registration Certificate (BRC). A BRC is obtained from the New Jersey Division of Revenue. Information on obtaining a BRC is available on the internet at [www.nj.gov/njbgs](http://www.nj.gov/njbgs) or by phone at (609) 292-1730. N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that **knowingly** provide goods or perform services for a contractor fulfilling this contract:
				1. The contractor shall provide written notice to its subcontractors and suppliers to submit proof of business registration to the contractor;
				2. Prior to receipt of final payment from a contracting agency, a contractor must submit to the contacting agency an accurate list of all subcontractors or attest that none was used;
				3. During the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into this State.

A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of $25 for each day of violation, not to exceed

$50,000 for each business registration not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements is available by calling (609) 292-1730.

* 1. List of Subcontractors

All bids must be accompanied by a list of any Subcontractors proposed to be used, along with copies of the Subcontractor(s) New Jersey Business Registration Certificates. If no Subcontractors are proposed to be used, then the attached form must be returned noting that no subcontractors are proposed to be used.

* 1. Receipt of Addenda of Changes to Bid Documents

If any addenda to the bid documents have been issued, the Bidder must acknowledge receipt of the same on the attached form.

 J. Disclosure of Investment Activities in Iran Form

Successful bidder will be required to submit the Iran Investment Disclosure Form prior to award of contract.

1. **METHODS OF AWARD**

Award of contract(s) will be made to the lowest responsible bidder at the Town’s determination. Successful bidders will be notified via a notice of award sent certified mail, return receipt requested, and all contracts must be executed within ten (10) days of receipt of the notice of award, and the failure of Bidder to do so will render their bid submission and award void and the Town may award the contract to the next lowest responsible Bidder.

1. **REJECTION OF BIDS**
	1. Availability of Funds

Pursuant to statutory requirements, any contract resulting from this bid shall be subject to the availability and appropriation of sufficient funds annually.

* 1. Multiple Bids Not Allowed

More than one bid from an individual, a firm or partnership, a corporation or association under the same or different names shall not be considered.

* 1. Unbalanced Bids

Bids which are obviously unbalanced may be rejected.

* 1. Unsatisfactory Past Performance

Bids received from bidders who have previously failed to complete contracts within the time scheduled therefore or who have performed prior work for the OWNER in an unacceptable manner, may be rejected.

* 1. Failure to Enter Contract

Should the bidder, to whom the contract is awarded, fail to enter into a contract within ten (10) days, Sundays and holidays excepted, the OWNER may then, at its option, accept the bid of the next lowest responsible bidder.

1. **TERMINATION OF CONTRACT**
	1. If, through any cause, the successful bidder shall fail to fulfill in a timely and proper manner obligations under this contract or if the contractor shall violate any of the requirements of this contract, the OWNER shall thereupon have the right to terminate this contract by giving written notice to the contractor of such termination and specifying the effective date of termination. Such termination shall relieve the OWNER of any obligations for balances to the contractor of any sum or sums set forth in the contract.
	2. Not withstanding the above, the contractor shall not be relieved of liability to the OWNER for damages sustained by the OWNER by virtue of any breach of the contract by the contractor and the OWNER may withhold any payments to the contractor for the purpose of compensation until such time as the exact amount of the damage due the OWNER from the contractor is determined.
	3. The contractor agrees to indemnify and hold the OWNER harmless from any liability to subcontractors/suppliers concerning payment for work performed or goods supplied arising out of the lawful termination of the contract by the OWNER under this provision.
	4. In case of default by the successful bidder, the OWNER relay procure the articles or services from other sources and hold the successful bidder responsible for any excess cost occasioned thereby.
	5. Continuation of the terms of this contract beyond the fiscal year is contingent on availability of funds in the following year’s budget. In the even of unavailability of such funds, the OWNER reserves the right to cancel this contract.
2. **PAYMENT**

Payment of the purchase shall be made by the Town upon delivery of the supplies or completion of the work and approval of the work by the Town in accordance with these specifications and issuance of a certification of occupancy. No partial payments will be made.

1. **CONSTRUCTION**

These bid documents and associated contracts shall be construed in accordance with the laws of the State of New Jersey, including, but not limited to, the Local Public Contracts Law, N.J.S.A. 40A-11-1 et seq.

1. **MEDIATION ARBITRATION**

Per N.J.S.A. 40A:11-5, the contract with the successful bidder shall provide that before any lawsuit can be commenced, the parties must submit the issue to non-binding mediation, non-binding arbitration or binding arbitration.

1. **SUBSTITUTIONS**

Bids shall be submitted only on the basis of materials, products or equipment specified in the specifications, on the drawings, or as named by Addenda pursuant to requests for approval.

* 1. Materials, products or equipment specified in these specifications or on the drawings, are specified for the purpose of establishing a standard of quality, cost, design and function. It is not the intent to limit the acceptance of materials, products or equipment specified but rather to name or describe a material, product or piece of equipment as the absolute minimum standard that is desired and acceptable. Where proprietary names are used, whether or not followed by the words “or approved equal”, they shall be subject to equals only as approved by the Superintendent of the Department of Public Works prior to the date for receipt of bids.
	2. No substitutions will be considered unless written requests are submitted to the Department of Public Works Superintendent 48 hours prior to the bid date. Such requests shall be from a prime Contractor and shall include a complete description of the proposed substitute, documentary proof of equal or superior quality, drawings or catalog cuts clearly marking the models or lines, sample of materials, performance and test data, jobs completed locally within the past five years and any other data or information necessary for a complete evaluation. Additional submission requirements, in addition to the above requirements, are identified in Specification sections.
	3. Approved substitutions will be set forth by Addenda to alert all bidders.
	4. The Contract Documents have been prepared to provide for the incorporation of at least one of the specified items or assemblies of every category of materials, products or places of equipment. In the event that incorporation of a substituted item or assembly into the work will require revisions or additions to the contractual requirements for general, plumbing, heating, electrical or other construction, the Contractor electing to use such items or assembly shall bear the cost of such revisions or additions at no change in the Contract Sum.
1. **MISCELLANEOUS**
	1. All bidders must supply proof of their registration in the form of their Business Registration Certificate.
	2. The Contract will contain language requiring the Contractor to provide emergency services within one (1) hours notice by telephone from the Town to a 24-hour per day telephone number provided by the Contractor. The Contract will contain language providing that failure to respond to an emergency call within

one (1) hour of being called or being left a voice mail message shall be grounds for the Town to terminate the contract and to hire another contractor to provide the services.

* 1. The Contract will contain language requiring the Contractor to provide non-emergency services within fourteen(14) days of receiving notice from the Town.

**MANDATORY AFFIRMATIVE ACTION LANGUAGE PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS P.L. 1975, c. 127 (N.J.A.C. 17:27)**

**EXHIBIT A**

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, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees arc treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. 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 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, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractors 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 the regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including 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, sex, affectional or sexual orientation, 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.

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

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office 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 Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).

AMERICANS WITH DISADIULITIES ACT OF 1990

Equal Opportunity for Individuals with Disability

The CONTRACTOR and the OWNER do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "ACT") (42 U.S.C. S12101 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 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 OWNER in any action or administrative proceeding commenced pursuant to this Act. The Contractor shall indemnify, protect, and save harmless the OWNER, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The CONTRACTOR shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the OWNER grievance procedure, the CONTRACTOR agrees to abide by any decision of the OWNER which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the OWNER or if the 0WNER 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 OWNER shall, as soon as practicable after a claim has been made against it, give written notice thereof to the CONTRACTOR along with full and complete particulars of the claim. If any action or administrative proceedings is brought against the OWNER or any of its agents, servants, and employees, the OWNER shall expeditiously forward or have forwarded to the CONTRACTOR every demand, complaint, notice, summons, pleading, or other process received by the OWNER or its representatives.

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

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

**REQUIRED EVIDENCE AFFIRMATIVE ACTION REGULATIONS**

P.L. 1975, C. 127 (N.J.A.C. 17:27)

If awarded a contract, all procurement and service contractors will be required to comply with the Requirements of P.L. 1975, C. 127, (N.J.A.C. 17:27). Within seven (7) days after receipt of the notification of intent to award the contract or receipt of the contract, whichever is sooner, the contractor should present one of the following to the Purchasing Agent:

1. A photocopy of a valid letter from the U.S. Department of Labor that the contractor has an existing federally-approved or sanctioned Affirmative Action Plan (good for one year from the date of the letter).

OR

1. A photocopy of approved Certificate of Employee Information Report.

OR

1. An Affirmative Action Employee Information Report (Form AA302).

OR

1. All successful construction contractors must submit within three days of the signing of the contract an Initial Project Manning Report (AA201) for any contract award that meets or exceeds the Public Agency bidding threshold (available upon request).

NO FIRM MAY BE ISSUED A CONTRACT UNLESS IT COMPLIES WITH THE AFFIRMATIVE ACTION REGULATIONS OF P.L. 1975, C. 127.

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The following questions must be answered by all bidders:

1. Do you have a federally-approved or sanctioned Affirmative Action Program?

YES NO

If yes, please submit a copy of such approval.

1. Do you have a Certificate of Employee Information Report Approval?

YES NO

If yes, please submit a copy of such certificate.

The undersigned contractor certifies that he is aware of the commitment to comply with the requirements of

* 1. 1975, c. 127 and agrees to furnish the required documentation pursuant to the law.

COMPANY: SIGNATURE:

TITLE:

**Note: A contractor's bid must be rejected as non-responsive if a contractor fails to comply with requirements of P.L. 1975, c.127, within the time frame.**

**EXHIBIT B**

**P.L. 1975, C. 127 (N.J.A.C. 17:27) MANDATORY AFFIRMATIVE ACTION LANGUAGE CONSTRUCTION CONTRACTS**

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

* + 1. 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 or sex. 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 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 provisions of this nondiscrimination clause;
		2. 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 or sex;
		3. 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.
		4. The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.
1. When hiring workers in each construction trade, the contractor or subcontractor agrees to attempt in good faith to employ minority and female workers in each construction trade consistent with the applicable employment goal prescribed by N.J.A.C. 17:27-7.3; provided, however, that the Affirmative Action Office *may,* in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by 1, 2 and 3 below, as long as the Affirmative Action Office is satisfied that the contractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Affirmative Action Office, that its percentage of active "card carrying" members who are minority and female workers is equal to or greater than the applicable employment goal prescribed-by N.J.A.C. 17:27-7.3, promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time. The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:
	1. If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall, within three days of the contract award, seek assurances from the union that it will cooperate with the contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as supplemented and amended from time to time. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five days prior to the commencement of construction work, the contractor or subcontractor agrees to attempt to hire minority and female workers directly, consistent with the applicable employment goal. if the contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and female workers consistent with the applicable

employment goal, the contractor or subcontractor agrees to be prepared to hire minority and female workers directly, consistent with the applicable employment goal, by complying with the hiring procedures prescribed under (c) below; and the contractor or subcontractor further agrees to take said action immediately if it determines or is so notified by the Affirmative Action Office that the union is not referring minority and female workers consistent with the applicable employment goal.

1. If the hiring of a workforce consistent with the employment goal has not or cannot be achieved for each construction trade by adhering to the procedures of (b) above, or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions consistent with the applicable county employment goals:
	1. To notify the Public Agency Compliance officer, Affirmative Action Office, and at least one approved minority referral organization of its manpower needs, and request referral of minority and female workers;
	2. To notify any minority and female workers who have been listed with it as awaiting available vacancies;
	3. Prior to commencement of work, to request the local construction trade union, if the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, to refer minority and female workers to fill job openings;
	4. To leave standing requests for additional referral to minority and female workers with the local construction trade union, if the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State training and employment service and other approved referral sources in the area until such time as the workforce is consistent with the employment goal;
	5. If it is necessary to lay off some of the workers in a given trade on the construction site, to assure, consistent with the applicable State and Federal statutes and court decisions, that sufficient minority and female employees remain on the site consistent with the employment goal; and to employ any minority and female workers so laid off by the contractor or any other construction site in the area on which its workforce composition is not consistent with an employment goal established pursuant to rules implementing P.L. 1975, c. 127;
	6. To adhere to the following procedure when minority and female workers apply or are referred to the contractor or subcontractor:
		1. If said individuals have never previously received any document or certification shall determine the qualifications of such individuals and if the contractor's or subcontractors workforce in each construction trade is not consistent with the applicable employment goal, it shall employ such persons which satisfy appropriate qualification standards; provided however, that a contractor or subcontractor shall determine that the individual at lease possesses the skills and experience recognized by any worker skills and experience classification determination which may have been made by a Public Agency Compliance Officer, union, apprentice program or a referral agency, provided the referral agency is , acceptable to the Affirmative Action office and provided further, that, if necessary, the contractor or subcontractor shall hire minority and female workers who qualify as trainees pursuant to these rules. All of these requirements, however, are limited by the provisions of (d) below.
		2. If the contractor's or subcontractor's workforce is consistent with the applicable employment goal, the name of said female or minority group individual shall be maintained on a waiting list for the first consideration, in the event the contractor's or subcontractor's workforce is no longer consistent with the applicable employment goal.
		3. If, for any reason, said contractor or subcontractor determines that a minority individual or a female is 'not qualified or if the individual qualifies -as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing with the reasons for the determination, maintain a copy in its files, and send a copy to the Public Agency Compliance officer and to the Affirmative Action office.
	7. To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the Affirmative Action Office and submitted promptly to that office upon request.
2. The contractor or subcontractor agrees that nothing contained in (c) above shall preclude the contractor or subcontractor from complying with the hiring hall or apprenticeship provisions in any applicable collective bargaining agreement or hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement: provided, however, that where the practices of a union or apprenticeship program will result in the exclusion of minorities and females or the failure to refer minorities and females consistent with the county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (c) above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ female and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that, in implementing the procedures of (c) above, it shall, where applicable, employ minority and and female workers residing within the geographical jurisdiction of the union.
3. The contractor agrees to complete an Initial Project Manning Report on forms provided by the Affirmative Action Office or in the form prescribed by the Affirmative Action office and submit a copy of said form no later than three days after signing a construction contract; provided, however, that the public agency may extend in a particular case the allowable time for submitting the form to no more than 14 days; and to submit a copy of the Monthly Project Manning Report once a month thereafter for the duration of this contract to the Affirmative Action Office and to the Public Agency Compliance officer. The contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on-the-job and off-the-job programs for outreach and training of minority and female trainees employed on the construction projects.
4. The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action office 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 affirmative action office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

# STOCKHOLDER DISCLOSURE CERTIFICATION

 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.

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

 Partnership

Corporation

Sole Proprietorship

# PLEASE CHECK APPROPRIATE BOXES ABOVE AND SIGN BELOW

Stockholders:

Name: Home Address:

Name: Home Address:

Name: Home Address:

Name: Home Address:

Name: Home Address:

Name: Home Address:

# THIS STATEMENT MUST BE INCLUDED WITH BID SUBMISSION

Subscribed and sworn before me this

 day of , 20

(Affiant)

(Print name & title of affiant)

Notary Public of the State of New Jersey

My Commission expires: (Corporate Seal)

# NON-COLLUSION AFFIDAVIT

State of New Jersey

County of

ss:

I,

residing in

in the County

(name of affiant) (name of municipality)

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 proposal entitled

(title of bid proposal)

and that I executed the said proposal with 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 (name of contracting unit)

Proposal 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 by .

Subscribed and sworn before me this day of 20

(Type or print name of affiant under signature)

Notary Public State of New Jersey My Commission expires:

# LIST OF SUBCONTRACTORS

Pursuant to N.J.S.A. 40A:23.2, all Bidders must submit a list of all Subcontractors proposed to be used in furtherance of the contract. Subcontractors New Jersey Business Registration certificate(s) must be included with the bid.

SUBCONTRACTOR: ADDRESS:

1.

2.

3.

4.

5.

# ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA OF CHANGES TO BID DOCUMENTS

Pursuant to N.J.S.A. 40A:11-23.2, all bids must be accompanied by an acknowledgement that any addenda of changes to bid documents has been received. If none were received, the Bidder must so note.

I hereby acknowledge that I have received the following Addenda of Change to Bid Documents:

DATE OF RECEIPT OF ADDENDA:

1.

2.

3.

4.

5.

Subscribed and sworn before me this day of 20

(Type or print name of affiant under signature)

Notary Public State of New Jersey My Commission expires: