**TOWN OF HACKETTSTOWN**

**OF**

**WARREN COUNTY**

**SPECIFICATIONS**

**FOR**

**SUPPLYING AND INSTALLATION OF FLEXIPAVE FLEXIBLE POROUS PAVING (OR APPROVED EQUIVALENT) IN EXISTING TREE WELLS ON MAIN STREET**

**Town of Hackettstown**

**215 W. Stiger Street**

**Hackettstown, New Jersey 07840**

***April 1, 2021***

**NOTICE TO BIDDERS**

**NOTICE IS HEREBY GIVEN,** that the Town of Hackettstown (“Hackettstown”, “Town”, or “Owner”) will receive and open bids at the Municipal Building, 215 W. Stiger Street, Hackettstown, New Jersey 07840 on **TUESDAY, MAY 4, 2021 AT 1:00 P.M.** for the following: **SUPPLYING AND INSTALLING OF FLEXIPAVE POROUS PAVING (OR APPROVED EQUIVALENT) IN EXISTING TREE WELLS ON MAIN STREET.**

All bids must be submitted to the Town Clerk/Administrator no later than **TUESDAY, MAY 4, 2021 AT 1:00 P.M**. Each bid must be enclosed in a sealed envelope and follow the provisions as set forth in the "Advertisement for Sealed Bids". Bids must be enclosed in sealed envelopes, bearing the name and address of the bidder, the statement “**BID FOR SUPPLYING AND INSTALLING OF FLEXIPAVE POROUS PAVING (OR APPROVED EQUIVALENT) IN EXISTING TREE WELLS ON MAIN STREET**” and be addressed to William W. Kuster, Jr., Town Clerk/Administrator, 215 W. Stiger Street, Hackettstown, New Jersey, 07840. Bid forms and specifications may be obtained by contacting the Town Clerk/Administrator, located at 215 W. Stiger Street, Hackettstown, N.J. 07840, during regular business hours.

Bidders are required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27, regarding "Affirmative Action”, and the requirements of 42 U.S.C. 121.01 et seq., regarding the Americans with Disabilities Act of 1990. The Contractor shall comply with all New Jersey Labor Laws.

ALL BIDDERS are advised of the responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.13, if a contractor receives contracts in excess of $50,000.00 from public entities in a calendar year.

All bids must be accompanied by a bid guarantee in the form of a certified check, bid bond, or cashier’s check in the amount of $1,000.00, made payable to the Town of Hackettstown. The guarantee of the successful bidder shall be returned upon execution of the contract for these services. All guarantees of unsuccessful bidders shall be returned upon award of the contract to the successful bidder.

ALL BIDDERS, and subcontractors, if any, must submit a New Jersey Business Registration Certificate issued by the New Jersey Department of Treasury, Division of Revenue, in accordance with the requirements of P.L. 2009, c. 315.

ALL BIDDERS must be registered pursuant to the Public Works Contractor Registration Act, N.J.S.A. 34:11-56.48, et seq. (“PWCRA”), at the time that the bid is submitted, and must submit a copy of the certificate of registration with the bid submission. All subcontractors listed in the bid must be registered pursuant to the PWCRA at the time the bidder submits its bid submission.

Hackettstown reserves the right to reject any and all bids or to waive informalities, deviations, and omissions therein, and to accept such bids and make such awards as may be in the best interests of the Owner.

**ALL PROSPECTIVE BIDDERS ARE ENCOURAGED TO SCHEDULE A SITE INSPECTION PRIOR TO THE BIDDER’S BID SUBMISSION. PLEASE CALL THE TOWN CLERK/ADMINISTRATOR AT (908) 852-3130 TO SCHEDULE A SITE INSPECTION.**

Town of Hackettstown

William W. Kuster, Jr., Town Clerk/Administrator

**GENERAL PROVISIONS**

1. ***Definitions***

Wherever the word "**Contractor**" is used in these specifications, it shall mean the successful bidder with whom the Town has executed an agreement.

Wherever the words "**Owner**", “**Hackettstown**”, or "**Town**" are used in these specifications, they shall mean the Town of Hackettstown, 215 W. Stiger Street, Hackettstown, N.J. 07840.

2. ***Receipt and Opening of Bids***

The Town invites Bid For Supplying And Installing Of Flexipave Porous Paving (Or Approved Equivalent) In Existing Tree Wells On Main Street. Bids will be received by the Owner at the Municipal Building located at 215 W. Stiger Street, Hackettstown, N.J. 07840 until **TUESDAY, MAY 4, 2021 AT 1:00 P.M.**, at which time Bidding will be closed. Any Bid received after the above‑mentioned date and time will be deemed non-responsive and will not be considered. Bidders and members of the public may attend the bid opening in person at the Municipal Building located at 215 W. Stiger Street, Hackettstown, N.J. 07840. All those attending must wear face masks and maintain social distancing.

3. ***Examination of Contract Documents and Site.***

It is the responsibility of each Bidder before submitting a Bid, to (a) examine all of these documents thoroughly; (b) consider federal, state, and local Laws and Regulations that may affect the cost of performing the Work; (c) study and carefully correlate Bidder's observations with the Contract Documents; and (d) notify Owner of all conflicts, errors or discre­pancies in these documents. Failure of the successful Bidder to do so will not relieve him of his obligation to furnish all equipment and labor necessary to carry out all provisions of these documents and to complete the contemplated work for the consideration set forth in his Bid.

At the time of the opening of Bids, each Bidder will be presumed to have read and become thoroughly familiar with these documents for this Contract, including any and all Addenda. The failure or omission of any Bidder to receive or examine any form, instrument, or documents shall in no way relieve any Bidder from any obligation in respect to his Bid.

4. ***Preparation of Proposal***

Proposals must be made upon the blank forms provided and attached to the Contract and Specifications. All blank places in the Proposals, excepting as otherwise noted, must be filled in and no change shall be made in the phraseology of the Proposals or of the items mentioned therein. All blank spaces for lump sum(s) and/or total(s) must be filled in, written in blue ink or typewritten, in both words and figures.

All bids shall be made only on the form furnished herein, and shall be enclosed in an opaque, sealed envelope marked “**BID FOR SUPPLYING AND INSTALLING OF FLEXIPAVE POROUS PAVING (OR APPROVED EQUIVALENT) IN EXISTING TREE WELLS ON MAIN STREET**”, and mailed or hand delivered to William W. Kuster, Jr., Town Clerk/Administrator, 215 W. Stiger Street, Hackettstown, New Jersey, 07840.

The Owner will not receive late bids. The Owner will not assume responsibility for Bids forwarded by mail. If a Bid is mailed, it must be by registered mail, certified mail, or by some other means that is traceable, with the sealed envelope containing the Proposal and marked as directed previously, enclosed in another envelope properly ad­dressed for mailing. All information which may be requested by the Owner in any part of the "General Provisions" and “Supplemental Provisions” shall be included with his Proposal.

All erasures, interpolations or other physical changes on the Bid Form shall be signed or initialed by the Bidder. Bids containing any conditions, omissions, erasures, alterations, or items not called for in the Proposal or irregularities of any kind may be considered as an informality and the Bid may be rejected by the Owner as being incomplete.

If there is a discrepancy in the bid total, and 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. 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.

Bidders are required to give their names, together with the address of their place of business and the names of all per­sons interested in the Bid as principals. If a corporation, the names of the president, secretary and treasurer must be given. In case it is discovered that a person or persons making a Proposal is (are) interested in any manner in any other Proposal for the same item of Work, both such Proposals will be deemed thereby to be rendered informal and will not be considered.

Bids by corporations must be executed in the corporate name by the presi­dent or vice‑president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incor­poration must be shown below the signature.

Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature. All names must be typed or printed below the signature.

All Bids shall contain an acknowledgment of receipt of all Addenda (the numbers of which must be filled in on the Bid Form).

The address and telephone number of the Bidder for communications regarding the Bid must be shown.

Corporations from outside the State of New Jersey shall furnish a cer­tificate as part of their Proposal to the effect that they are authorized by the Secretary of State to do business in the State of New Jersey.

The successful Bidder, if not a corporation, sole proprietorship, partnership, of other business entity of or located in the State of New Jersey, or authorized to do business in the State of New Jersey, shall designate an agent located within the State of New Jersey for purposes of accepting service of process. If the successful Bidder is a corporation such designation shall be by appropriate corporate resolution.

5. ***Sales Tax Exemption***

The Town is exempt from New Jersey Sales and Use Taxes imposed by the Sales and Use Tax Act (N.J.S.A. 54:32 B‑1, et seq.).

The Contractor is responsible for checking with the State on items that may be exempt and the steps to take to obtain such exemption.

6. ***Modification and Withdrawal of Bids***

Bids may be modified only by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.

Bids may be withdrawn prior to the scheduled time (or authorized postponement thereof) for the opening of Bids.

Any Bid received after **TUESDAY, MAY 4, 2021 AT 1:00 P.M.** shall not be considered. No Bidder may withdraw his Bid for a period of sixty (60) days after the actual date of opening thereof. However, if, within twenty‑four hours after Bids are opened, a Bidder files a duly signed written notice with owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of his Bid, the Bidder may withdraw his Bid and the Bid Security will be returned. Thereafter, that Bidder will be disqualified from further bidding on the Work.

7. ***Payment***

Provided the contractor performs all obligations under the contract documents and supplies and installs the Flexipave Porous Pavement (or approved equivalent), the Town agrees to make payment within forty-five (45) days from the Town’s review, inspection, and acceptance of the Work performed, to insure compliance. If the Town deems compliance of the Work by the Contractor, the Town will pay any and all sums due and owing to the Contractor. If the Work is not incompliance, the Town will provide a list of items which need to be remedied or repaired and at such time when the same are remedied and repaired to the Town’s satisfaction, payment will be made to the Contractor. If Contractor has not remedied or repaired the same within 20 days from the date upon which the Contractor was advised of the damage or non-compliance, the Town may have the Flexipave Porous Pavement (or approved equivalent) supplied and installed by another party, the cost of which shall be deducted from any sums due and owing Contractor.

8. ***Intent of Contract***

The intent of the Contract is to provide for completion of the Work described. The Contractor shall furnish all labor, materials, and equipment required to complete the work in accordance with these General Provisions, Supplemental Provisions, and Agreement.

9. ***Interpretations and Addenda***

No oral interpretations of the meanings of any portions of these documents will be made to any prospective Bidder. Every request for such interpretation or correction must be in writing to the Owner no later than ten (10) days, weekends and holidays excepted, prior to **TUESDAY, MAY 4, 2021**. Interpretations of these documents and any supplemental instructions will be made only by an addendum and duly issued in accordance with N.J.S.A. 40A:11-23, and a copy of such addendum will be mailed or delivered to each prospective Bidder of record. The Owner will not be responsible for any other explanation or interpretations of these documents that anyone presumes to make on behalf of the Owner. Only the written interpretation, correction and addenda so given by the Owner shall be binding. Notice of changes will be provided no later than seven (7) days, weekends and holidays excepted, prior to **TUESDAY, MAY 4, 2021**.

10. ***Completion of Contract***

The successful bidder will be required to enter into a contract with the Owner within ten (10) days after receiving notification from the Owner that he has been awarded the contract for the supplying and installation of Flexipave Porous Pavement (or approved equivalent). The Work under this Contract shall commence within ten (10) calendar days after receipt of a written "Notice to Proceed".

11. ***Ownership Disclosure Statement***

In conformance with Chapter 33 of the Public Laws of 1977, every corporation and/or partnerships submitting a Bid shall submit a statement setting forth the names and addresses of all stockholders in the corporation or part­ners in the partnership who own ten (10%) percent or more of its stock. If one or more stockholder or partner is itself a corporation or partnership, the names and addresses of stockholders holding ten (10%) percent or more of that corporation stock, or of the individual partners owning ten (10%) percent or greater interest in that partnership, as the case may be shall also be listed. The disclosure shall continue until names and addresses of every known corporate stockholder, individual partner, exceeding the ten (10%) percent owner criterion, has been listed. A limited liability company for the purpose of the Ownership Disclosure Statement shall be treated as a partnership or a corporation. (Form provided in the Bid Proposal Division).

12. ***Non-Collusion Affidavit***

Bidders shall submit with their bid a properly executed non‑collusion affidavit, notarized by a Notary Public. (Form is provided in the Bid Proposal Division.)

13. ***Business Registration***

"Business registration certificate" means a business registration certificate issued by the Department of the Treasury or such other form or verification that a contractor or subcontractor is registered with the Department of the Treasury pursuant to N.J.S.A. 34:56.51 et seq. Each bidder shall provide a copy of its business registration certificate to the Town with its bid proposal. Every subcontractor of the successful bidder shall provide a copy of its business registration certificate to the contractor who shall forward it to the Town. No contract with a subcontractor shall be entered into by the contractor unless the subcontractor first provides proof of valid business registration. The successful bidder shall give written notice to its subcontractors of their obligation to comply with this section. The Town shall not be responsible for contractor's failure to comply with this section. The contractor shall maintain and submit to the Town a list of its subcontractors and their addresses, which may be updated from time to time during the course of the contract performance. A complete and accurate list shall be submitted before final payment is made for goods provided or services rendered (or for construction of a construction project) under the contract.

The contractor or subcontractor and each of their affiliates shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury the use tax due pursuant to the "Sales and Use Tax Act, P.L.1966," c. 30 (C.54:32B‑1 et seq.) on all their sales of tangible personal property delivered into this State.

14. ***Evidence of Ability to Perform Contract***

The bidder shall be solely responsible for the transportation of the material and shall comply with all federal, state and local laws, regulations or requirements. Bidders shall submit a certificate  showing that he owns, leases, or controls all the necessary equipment required  by the plans, specifications and advertisements under which bids are asked for  and if the bidder is not the actual owner or lessee of any such equipment, his  certificate shall state the source from which the equipment will be obtained,  and shall be accompanied by a certificate from the owner or person in control  of the equipment definitely granting to the bidder the control of the equipment  required during such time as may be necessary for the completion of that  portion of the contract for which it is necessary.    Bidders shall submit with its bid the attached Certification of Ability to Perform Contract.

15. ***Failure to Enter into Contract***

The successful Bidder, upon his failure or refusal to execute and deliver the Agreement within ten (10) days after he has received notice of the acceptance of his Bid, shall be in breach of contract and will be liable to the Owner for damages.

16. ***Penalties for False Statements***

As per N.J.S.A. 40A:11-34, any person who makes or causes to be made, a false, deceptive or fraudulent statement in the statement or answers in response to the questionnaire, or in the course of any hearing hereunder, shall be guilty of a misdemeanor, and upon conviction shall be punishable by a fine of not less than $100.00 nor more than $1,000.00, and shall be permanently disqualified from bidding on all public work or contracts of the contracting unit which submitted the questionnaire; or, in the case of an individual or an officer or employee charged with the duty of responding to the questionnaire for a person, firm, co-partnership, association or corporation, by such fine or by imprisonment, not exceeding six (6) months, or both.

17. ***Rejection of Bids***

To the extent permitted by Law and Regulation, the Owner reserves the right to reject any and all Bids, or to reject any Bids if the evidence submitted by or investigation of such Bidder fails to satisfy the Owner that such Bidder is properly qualified to carry out the obligations of the Contract. Bids which are incomplete, conditional, or obscure, or which contain additions not called for, erasure, alterations, or irregularities of any kind, may be rejected as informal. The Owner, however, reserves the right to waive any informalities in the Bids. In accordance with N.J.S.A. 40A:11-24(b), if for any reason, the contract is not awarded, refunds of the bidding documents fee will be immediately returned to bidders when the contract documents are returned in reasonable condition within 90 days of notice that the contract has not been awarded. The Owner further reserves the right to reject all bids when it is in the best interests of the Owner to do so.

If, for any reason, the Owner has not made a determination as to the award of the Contract within the allowable sixty (60) day period, and the Owner requires additional time for review, an extension to the (60) day period may be granted if any of the Bidders and their sureties agree on an extension for the making of the award. The Owner shall make the award or reject such Bids on or before the end of such extended period.

18. ***Award of Contract***

In evaluating Bids, Owner will consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements, and such prices and other data, as may be requested in the Bid solicitation all prior to the Notice of Award.

This low responsive and responsible bidder shall be considered as the Contractor submitting the lowest Lump Sum Bid Proposal including all items of work.

Owner may conduct such investigations as Owner deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of Bidders, proposed subcontractors, suppliers and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to Owner's satisfaction within the prescribed time. No state or locality shall receive preferential consideration with respect to contract or subcontract award.

19. ***Duration of Contract***

The Contract Period shall commence upon execution of the contract and shall continue until completion*.* All work performed under this contract shall be completed in a ***timely manner*** from the Notice to Proceed.

20. ***Special Legal Requirements***

Equal Employment Opportunity (EEO) Clause:

By the submission of its Bid, each Bidder acknowledges that he understands and agrees to be bound by the equal opportunity requirements, throughout the performance of work under any contract awarded pursuant to this solicitation. Each Bidder agrees that if awarded a contract, it will similarly bind contractually each Subcontractor. In implementation of the foregoing policies each Bidder further understands and agrees that if awarded a contract, it must engage in affirmative action directed at promoting and insuring equal employment opportunity in the work force used under the contract (and that it must require contractually the same effort of all Subcontractors whose subcontracts exceed $100,000). The Bidder understands and agrees that "Affirmative Action" as used herein shall constitute a good faith effort to achieve and maintain minority employment in each trade in the on‑site work force used on the Contract.

Notification of Subcontractor:

The Contractor and all Subcontractors shall include by reference the EEO clause and applicable bid conditions in all advertise­ments or other solicitations for Bids, and shall include the EEO clause and applicable bid conditions in all contracts. The Con­tractor and all Subcontractors must provide written notice to each Subcontractor of the specific reporting and record keeping requirements under the EEO clause and applicable bid conditions. Upon award of a subcontract, each Contractor shall immediately notify the Compliance Agency of the contract number, the subcon­tractor's name, dollar amount of contract, estimated start and completion dates, and the crafts which will perform work under the subcontract.

Law Against Discrimination:

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 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 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 contracting officer setting forth the provisions of this nondiscrimination clause.

The Contractor or Subcontractor, where applicable will in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status or sex.

The Contractor or Subcontractor where applicable, will send to each labor union or representative or workers with which he 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.

Each prospective Bidder on a public works contract and each Subcontractor must formulate and submit to the State Treasurer an affirmative action program of equal opportunity which guarantees minorities employment in all employment categories. The State Treasurer must approve or disapprove the affirmative action program within sixty (60) days of its submission. Any existing federally approved or sanctioned affirmative action program must be approved by the State Treasurer. Any violator of this law will be subject to a fine of up to $1,000 for each violation for each day during which the violation continues.

Affirmative Action Requirements:

The Contractor and Subcontractor(s) shall agree to the man­datory provisions expressed in the State of New Jersey Affirmative Action Requirements, P.L. 1975 c. 127 (N.J.A.C. 17:27) as presented in "Exhibit A", as attached hereto.

The Contractors and Subcontractors will notify the unions with whom it has referral agreement, within three (3) days of the contract award, of their obligations under the affirmative action requirements and seek the cooperation of such unions in meeting those requirements.

As required by N.J.A.C. 17:27-3.3, all bidders and all contractors who are negotiating for a contract as a precondition to entering into a valid and binding procurement or service contract with the public agency, are required to submit to the public agency, prior to or at the time the contract is submitted for signing by the public agency (in accordance with N.J.A.C. 17:27-4.3 promulgated by the Treasurer pursuant to P.L. 1975, c 127), one of the following three documents:

1. Appropriate evidence that the contractor is operating under an existing federally approved or sanctioned affirmative action program; or
2. A certificate of employee information report approval issued in accordance with N.J.A.C. 17:27-4.
3. An initial employee information report consisting of forms provided by the affirmative action office and completed by the contractor in accordance with N.J.A.C. 17:27-4.

Bidders with either a Federally approved Affirmative Action Plan or a State Certificate of Approval are required to submit copies of those documents with their proposal. A successful bidder without either Federal or State approval will be required to complete an Affirmative Action Employee Information Report (Form AA302) upon signing the contract. Bidders shall comply with the requirements of the Affirmative Action language in Aff. Act. Form A (identified by the Affirmative Action office as Exhibit A) as appended hereto.

21. ***Damage to Property***

If any property or equipment owned or occupied by the Town is damaged by the Contractor, or by equipment or personnel engaged by the Contractor in carrying-out the purpose and intent of this Contract, the Contractor shall be liable for the cost of necessary repairs resulting from such damage, and the Town reserves the right to deduct such costs from any sum or sums that may be due or become due to the Contractor.

22. ***Insurance***

The Contractor shall not commence work under this Contract until he has obtained all the insurance required hereunder and such insurance has been approved by the Owner, nor shall the Contractor allow any subcontractor to commence work on his subcontract until all similar insurance required of the Contractor and the Owner is provided. Approval of the insurance by the Owner shall not relieve or decrease the liability of the Contractor hereunder.

Certificates indicating each type of coverage mentioned and the correlation between the insurance furnished and that required shall also be filed with the Owner.

The original policies and endorsements thereto shall specifically refer to the work covered under this contract and shall state that the insurance as provided conforms to the requirements of this section of the Contract.

All policies relating to this Contract shall be so written that the Owner shall be notified by the carrier of cancellation or change at least fifteen (15) days prior to the effective date of such cancellation or change. Renewal certificates covering the renewal of all policies expiring during the life of the Contract shall be filed with the Owner not less than fifteen days (15) before the expiration of such policies. Bidders shall furnish a Certificate of Liability Insurance, with valid dates, in a form satisfactory to the Owner, naming the Owner as an additional insured, describing the services furnished herein.

The insurance carriers shall notify the Owner of the filing of any claims within thirty (30) days of the filing of such claim. Insurance policies shall provide for reinstatement of full coverage after payment of any claim.

Except as otherwise provided herein, the contractor and each subcontractor shall provide at his own cost and expense, evidence of insurance during the life of this contract and name Hackettstown as an additional insured with conditions, coverages and limits as follows:

1. Bodily Injury Liability and Property Damage Liability Insurance and Automobile Liability

The Contractor shall take out and maintain during the life of this Contract such Bodily Injury Liability and Property Damage Liability Insurance and Automobile Liability as shall protect him, the Owner, and any subcontractor performing work covered by his Contract, for claims for damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from operations under this Contract, whether such operations be by himself or by any subcontractor or by anyone directly or indirectly employed by either of them, and the amounts of such insurance shall not be less than:

a) Bodily Injury Liability Insurance, in an amount not less than one million ($1,000,000.00) dollars for injuries, including wrongful death, to any one person, and subject to the same limit for each person in the amount not less than two million ($2,000,000.00) dollars on account of any one accident.

b) Property Damage Insurance in an amount not less than one million ($1,000,000.00) dollars on account of any one accident, and in an amount not less than two million ($2,000,000.00) dollars for damages on account of all accidents.

c) Automobile Liability Insurance in the amount not less than one million ($1,000,000) dollars for bodily injury, property damage and should include owned, hired and non-owned automobiles.

2. Compensation and Employer's Liability Insurance

The Contractor shall take out, and maintain during the life of this Contract, Worker’s Compensation and Employer's Liability Insurance in an amount of not less than five hundred ($500,000.00) thousands for all of his employees to be engaged in work on this Contract and in case any such work is sublet, the Contractor shall require the subcontractor similarly to provide Workers' Compensation and Employer's Liability Insurance for all of the latter's employees to be engaged in such work. Worker’s Compensation Insurance must be in compliance with compensation laws in the State of New Jersey.

3. Comprehensive General Liability

The Contractor shall take out and furnish to the Owner and maintain during the life of this Contract Comprehensive General Liability Insurance in an amount not less than One Million Dollars ($1,000,000.00) combined single limit and should include Products and Completed Operations.

The insurance companies for the above coverages MUST be licensed in the State of New Jersey, solvent and acceptable to Hackettstown.

**The Certificate of Liability Insurance must be submitted within seven (7) days of the award of the contract. If the bidder fails to submit the Certificate of Liability Insurance or fails to provide insurance with the required insurance limits, as outlined above, within this time frame, the bid shall be rejected as non-responsive.**

23. ***Compliance with* *Applicable Laws***

The Contractor shall comply with all New Jersey Labor Laws, including the New Jersey Prevailing Wage Act, N.J.S.A. 10:5-3.1 et seq. and the New Jersey Public Works Contractors Registration Act, N.J.S.A. 34:11-56.48 et al.

Bidders shall submit a sworn statement by an officer or partner of the bidder, indicating whether or not the bidder is, at the time of the bid, included on the State Treasurer's List of Disbarred, Suspended and Disqualified Bidders as a result of action by any State agency. The Townshall immediately notify the Department whenever it appears that a bidder is on the Treasurer's List. The Department of Environmental Protection reserves the right in such circumstances to immediately suspend such bidder from contracting and to take such other action pursuant to N.J.A.C. 7:1-15.1 et seq. as is appropriate.

24. ***Contents of Proposal***

Subsequent to proposal opening, all information submitted by proposers in response to this solicitation is considered public information, except as may be exempted from public disclosure by the Open Public Records Act, N.J.S.A. 47:1A-1 et seq., and the common law.

A proposer may designate specific information as not subject to disclosure when the proposer has a good faith legal/factual basis for such assertion. Hackettstown reserves the right to make the determination concerning such assertion, and will advise the proposer accordingly. The location in the proposal of any such designation should be clearly stated in a cover letter. **HACKETTSTOWN WILL NOT HONOR ANY ATTEMPT BY A PROPOSER TO DESIGNATE ITS ENTIRE PROPOSAL AS PROPRIETARY AND/OR TO CLAIM COPYRIGHT PROTECTION FOR ITS ENTIRE PROPOSAL.** All proposals, with the exception of information determined by Hackettstown or the Court to be proprietary, are available for public inspection after the Notice of Intent to Award is issued to all proposers. At such time, interested parties can make an appointment with Hackettstown to inspect proposals in received in response to this RFP.

25. ***Indemnification***

To the extent that state and/or federal laws limit the terms and conditions of this clause, it shall be deemed so limited to comply with such state and/or federal law. This Indemnification Clause shall survive termination of this contract. The proposer shall protect, defend, indemnify, and hold harmless Hackettstown, its agents, servants, employees, and representatives (the “Indemnified Parties”) from and against all liability, (including liability for violation of any law or any common law duty) claims, damages, losses, and expenses including attorneys’ fees arising in connection with, out of, or resulting from performance of the work, provided that any such liability, claim, damage, loss, or expense (i) is attributable to bodily injury, sickness, disease, or death, or to any statutory or regulatory rule designed to protect against such conditions, or to injury to, or destruction of tangible property (other than the work itself), and including the loss of the use resulting there from, and (ii) is caused by or results from, in whole or in part, any act or omission of the Contractor, or any subcontractor, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is also caused by or results from any act or omission of any party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights, obligations or indemnity which would otherwise exist as to a party or person described in this Indemnification.

In any and all claims against the Indemnified Parties by an employee of the Contractor, or Subcontractor, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for any Contractor, or Subcontractor under Workers’ Compensation Acts, Disability Benefits Acts, or other employee benefit acts. **This indemnification provision shall survive the termination of this contract.**

**TECHNICAL SPECIFICATIONS**

1. Scope of Work

The purpose of this specification is to retain the services of a Contractor to supply and install Flexipave Porous Pavement (or an approved equivalent) in the existing approximately 150 tree wells on Main Street in the Town of Hackettstown. The Contractor shall provide the labor, material, and equipment for this work. This project may require the Contractor to remove the existing dirt and mulch in the existing tree wells.

1. Location:

The work to be performed will be to the existing tree wells along Main Street in the Town of Hackettstown, New Jersey.

1. Bid Evaluation and Term of Contract

The bid will be awarded to the lowest responsible bidder. The lowest bid will be determined by the lowest total cost for the work. It is the intention of Hackettstown to have the work completed in a timely manner and the term of the contract shall not exceed 120 days following the execution of the contract and issuance of a Notice to Proceed, unless an extension is granted by Hackettstown, in its sole discretion.

1. Nature of the Work

The nature of the work within the scope of this contract shall include providing labor, material, and equipment necessary to remove dirt and mulch around the tree wells, if required by Hackettstown, and install Flexipave Porous Pavement (or an approved equivalent) in the tree wells.

1. General:

Successful bidder shall have sufficient equipment to supply and install Flexipave Porous Pavement (or an approved equivalent). Provide a list of all company owned equipment with bid.

Successful bidder shall have sufficient equipment to perform the removal of dirt and mulch around the tree wells, if required by Hackettstown.

Contractor’s employees are required to have a valid New Jersey Driver’s License.

Contractor’s employees must be experienced in the operation of the relevant equipment for this proposal.

If completion of services is not possible the same day, the contractor must return the next day and as many consecutive days as is required to complete the work, unless some other plan is approved by Hackettstown.

Contractor must have an emergency call system in place, such as a beeper, emergency number or cell phone. A telephone answering system is not acceptable. A personal contract for emergency situations is required.

Contractor must be capable of performing all services under this contract and may not subcontract or assign any parts without the prior written consent of the Town.

Authorization to perform any work or use of any equipment outside the scope of this contract must be received from the Town Clerk/Administrator in writing.

The cost of repairing or replacing any Town property damaged by the contractor’s vehicles, equipment, or employees will be deducted from the next payment due.

Contractor must comply with all OSHA safety regulations.

Contractor will not use any tools or equipment owned by the Town of Hackettstown.

Prior to issuing a contract, the contractor shall furnish a certificate of insurance complying with the requirements of applicable New Jersey laws and regulations.

1. Time, Material, and Equipment Billing

All workers of the Contractor shall be paid prevailing wage rates as per the New Jersey State Prevailing Wage Act.

All invoices submitted for payment shall include location of work, per occurrence cost, actual hours worked for each employee, types of equipment used, actual hours of equipment use. Arrival and departure times must be on each invoice.

All invoices must be submitted to the Town Clerk/Administrator within fifteen (15) days of completing the work and the approval of such work by the Town.

All invoices submitted must be for completed work only. Partial billing for incomplete work will not be accepted.

1. Termination of Contract

This contract may be terminated by either party by giving written notice by certified mail at least fourteen (14) days prior to the effective termination date set forth in such written notice.

BID PROPOSAL FORM

To: Town of Hackettstown

215 W. Stiger Street

Hackettstown, N.J. 07840

PROPOSAL OF: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

ADDRESS: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

PHONE:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

FOR: **Supplying and Installing Flexipave Flexible Porous Paving (or approved equivalent) in existing tree wells on Main Street in Hackettstown, NJ**

We hereby acknowledge receipt of the following Addenda:

Addendum No. Addendum No.

Addendum No. Addendum No.

We further declare that we have carefully examined the General Provisions, Supplemental Provisions, and Contract form, herein referred to and propose to furnish and deliver all necessary materials specified and in the manner and time prescribed and understand that the quantities of material as shown herein are approximate only, and are subject to increase or decrease, and further understand that the quantities of material, whether increased or decreased, are to be furnished at the prices set forth in **Attachment A**, attached hereto.

By: Title: Signature

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Name Printed)

BIDDER’S COST PROPOSAL

**Base Bid For Supplying and Installation of Flexipave Porous Paving (or approved equivalent) in Existing Tree Wells on Main Street. There are approximately 150 Tree Wells located on Main Street.**

**TOTAL COST FOR SUPPLYING AND INSTALLING OF FLEXIPAVE POROUS PAVING (OR APPROVED EQUIVALENT) PER TREE, INCLUDING LABOR, MATERIAL, AND EQUIPMENT, PER HOUR IS:**

**$\_\_\_\_\_\_\_\_\_\_\_\_\_\_ per tree**

**IF NECESSARY, AS DETERMINED BY HACKETTSTOWN, TOTAL COST FOR REMOVAL OF EXISTING DIRT/MULCH AND INSTALLATION OF FLEXIPAVE POROUS PAVING (OR APPROVED EQUIVALENT) PER TREE, INCLUDING LABOR, MATERIAL, AND EQUIPMENT, PER HOUR IS:**

**$\_\_\_\_\_\_\_\_\_\_\_\_\_\_ per tree**

**TOTAL LUMP SUM PRICE FOR ALL WORK IS: $ \_\_\_\_\_\_\_\_\_**

(Corporate Seal must be affixed) Signed \_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Name and Title:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Company Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Town, State, Zip\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Telephone

Fax \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**BIDDER CHECKLIST**

The following items must be included and attached to this bid proposal. Please **initial** in **spaces** provided for confirmation:

**Required by Read, Signed**

**Town of Hackettstown & Submitted**

Signed Bid Proposal Form with Attachment A (Cost Proposal)

Bidder’s Qualification Statement

Affirmative Action Regulation Evidence

Acknowledgment of Principal Corporation, Partnership or Individual

Non-Collusion Affidavit

Stockholder Disclosure Statement

Business Registration Certificate

Liability Insurance Certificate

Disclosure in Investment Activities in Iran Certification

Certificate of Bidder Showing Ability to Perform Contract

Acknowledgement of Addenda

**Reviewed**

Mandatory Affirmative Action Language- Exhibit A

Americans With Disabilities Act of 1990 Language

New Jersey Business Registration Requirements

**BIDDER'S QUALIFICATION STATEMENT**

To induce the making of this Contract, the Bidder represents to the Owner that the following is true, as evidence of Bidder's Qualifications to perform the Work herein specified:

1. Years your organization been in business under the name in which you propose to execute this Contract?

( ) Years

(in writing)

2. Representative work of a similar nature performed by your firm in the past five (5) years. Provide the information indicated by the following tabulations (Attach additional sheet(s) if necessary):

Name, Address and Tel. Description Approximate

No. of Owner for Whom of Date Work

Work was Done Work was Done

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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3. Failure, if any, of the present organization to complete any work awarded to it. If so, state when, where and why.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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4. Ability to procure the necessary personnel, equipment, facilities and financial resources to immediately undertake and satisfactorily complete the Work contemplated in this Contract. Provide names and qualifications of key personnel to be used in this project (Attach additional sheet(s) if necessary).

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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**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** |
|  |  |
|  |  |
|  |  |
|  |  |

**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** |
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**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** |
|  |  |
|  |  |
|  |  |

**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 Town of Hackettstown 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 the Town of Hackettstown to notify the Town of Hackettstown 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 Town of Hackettstown to declare any contract(s) resulting from this certification void and unenforceable.

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

NON-COLLUSION AFFIDAVIT

STATE OF ]

ss.

COUNTY OF ]

I, in the County of , in the (City, Town, Borough)

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

I am

of the firm of

the bidder making the Proposal, and that I executed the said Proposal with full authority so to do; that said bidder has not directly or indirectly, entered into an 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 Town of Hackettstown relies upon 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* established commercial or selling agencies maintained by:

\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Name of Bidder)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature

\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Type or print name of affiant under

type or print name of affiant

Subscribed and sworn to

before me this day

of ,\_\_\_\_\_

Notary Public of

My Commission expires

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature

CERTIFICATE OF BIDDER SHOWING ABILITY TO PERFORM CONTRACT

PURSUANT TO N.J.S.A. 40A:11-20, the undersigned bidder hereby certifies that he owns, leases or controls all the necessary equipment required by the plans, specifications, and advertisements under which bids are asked for by the Town of Hackettstown for certain tree services. To the extent that the undersigned is not the actual owner or lessee of any such equipment, attached hereto is a statement showing the source from which the equipment will be obtained together with a certificate from the owner or person in control of the equipment granting to the undersigned the control of the equipment required during such time as may be necessary for the completion of that portion of the contract for which the equipment is required and necessary.

Signed \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

ACKNOWLEDGMENT OF PRINCIPAL IF A CORPORATION

STATE OF ]

SS.

COUNTY OF ]

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

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Name of Bidder)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Type or print name of affiant

Subscribed and sworn to

before me this day

of ,\_\_\_\_\_

Notary Public of

My Commission expires

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature

ACKNOWLEDGMENT OF PRINCIPAL IF A PARTNERSHIP

STATE OF ]

SS.

COUNTY OF ]

BE IT REMEMBERED that on this day of , before me the subscriber, a of the State of personally appeared , who I am satisfied, is one of the members of the firm of , the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

partnership named therein and he thereupon acknowledged that the said instrument made by the partnership and signed by him, was signed, sealed and delivered by him as such partner and is the voluntary act and deed of the partnership.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Name of Bidder)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Type or print name of affiant

Subscribed and sworn to

before me this day

of ,\_\_\_\_\_

Notary Public of

My Commission expires

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Sign

ACKNOWLEDGMENT OF PRINCIPAL IF AN INDIVIDUAL

STATE OF ]

SS.

COUNTY OF ]

BE IT REMEMBERED, that on this day of , , , before me, the subscriber, a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of the State of , personally appeared ,

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

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Name of Bidder)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Type or print name of affiant

Subscribed and sworn to

before me this day

of ,\_\_\_\_\_

Notary Public of

My Commission expires

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature

**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

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

OR

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

OR

4. All successful construction Contractors must submit within three (3) 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.**

- - - - - - - - - - - - - - - - - - - - - - - - - -

The following questions must be answered by all prospective proposers:

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

Yes \_\_\_\_\_ No \_\_\_\_\_

a. If yes, please submit a copy of such approval.

2. Do you have a Certificate of Employee Information Report approval?

Yes \_\_\_\_\_ No \_\_\_\_\_

a. If yes, please submit a copy of such certificate.

The undersigned Contractor certifies that it are aware of the commitment to comply with the requirements of P.L. 1975, c. 127 and agrees to furnish the required documentation pursuant to the law.

Company: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

NOTE: A Contractor’s proposal must be rejected as non-responsive if a Contractor fails to comply with the requirements of P.L. 1975, c. 127 within the time frame.

**Public Works Contractor Registration**

Hackettstown is a municipality of the State of New Jersey, therefore any public work performed on Hackettstown property and/or paid by public funds through Hackettstown is subject to the New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.25, et seq. The New Jersey Prevailing Wage Act defines public work as “ . . . construction, reconstruction, demolition, alteration, custom fabrication, or repair work, or maintenance work, including painting and decorating, done under contract and paid for in whole or in part out of the funds of a public body. . . .” Public work also means “. . . construction, reconstruction, demolition, alteration, custom fabrication, or repair work done on any property or premises, whether or not the work is paid for from public funds, if, at the time of the entering into of the contract the property or premises is owned by the public body.”

The New Jersey Prevailing Wage Act applies to prime contractors and subcontractors who perform public work, defined above, on any state or political subdivision construction contracts which exceed the current contract threshold amount. As such, for any bid specifications from the Hackettstown regarding public work exceeding the municipal government threshold, the successful Proposer shall be, and shall employ the services of contractors that are, properly registered to do business in the State of New Jersey by possessing a New Jersey Business Registration Certificate and, when performing public work, a New Jersey Public Works Contractors Registration. Any public work performed shall be paid in accordance with the current prevailing wage rate for the services to be rendered.

Pursuant to the Public Works Contractor Registration Act, N.J.S.A. 34:11-56.48 et seq., if a contractor bids on or is found working on a public works project without being registered, the contractor may be subject to a maximum penalty, for a first violation, up to $2500.00.

To ensure compliance, all contractors intending to bid or perform on Hackettstown contracts must be registered with the New Jersey Department of Labor, Division of Wage and Hour Compliance (Wage & Hour phone: 609-292-9464 or 609-292-0101). Contractors that are not currently registered are advised to register as soon as possible, so that their ability to bid on or perform work on Hackettstown contracts is not affected.

Visit the Department of Labor web site at: <http://www.nj.gov/dca/lgs/lpcl/index.shtml> for registration information.

**Contractors should take special note of the following requirements:**

**Bidding** – Effective August 16, 2003, bidders must be registered with the Dept. of Labor, Wage & Hour Compliance, in accordance with the N.J.S.A. 34:11-56.55 et seq., at the time of bid. Failure to have valid, current registration at the time required shall cause rejection of the bid. Bidders should include proof of valid, current registration in the bid envelope.

**Subcontracting -** subcontractors (including lower tier subcontractors) must be registered with Dept. of Labor, Wage & Hour Compliance and in accordance with **34:11-56.55. Submission of all subcontractor registration certificates by contractor** Each contractor shall, after the bid is made and prior to the awarding of the contract, submit to the public entity the certificates of registration for all subcontractors listed in the bid proposal. Applications for registration shall not be accepted as a substitute for a certificate of registration for the purposes of this section. Contractors must attach their certificate as proof of the subcontractor’s valid, current Dept. of Labor registration. Hackettstown will not consent to the proposed subcontracting, and the subcontractor shall not perform any work under the Contract, unless the required proof of the subcontractor’s registration is first provided. Contractors should ensure full compliance with the PWCRA registration requirements by their subcontractors.

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(Name of Company)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Signature of Representative)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Date)

**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 take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. 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, 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 contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. l7:27‑5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, 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 applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, 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

The contractor and its subcontractors shall furnish such reports or other documents to the Div. of Contract Compliance & EEO 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 Div. of Contract Compliance & EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27**.

**APPENDIX A**

**AMERICANS WITH DISABILITIES ACT OF 1990**

**Equal Opportunity for Individuals with Disability**

The contractor and the Town of Hackettstown, (hereafter “owner”) do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") *(42* *U.S.C. S121 01* 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 there unto, 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’s grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the 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 proceeding is brought against the owner or any of its agents, servants, and employees, the *owner shall* expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this 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.

**NEW JERSEY BUSINESS REGISTRATION REQUIREMENTS**

The Contractor shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the contractor.

Before final payment on the contract is made by the contracting agency, the contractor shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

For the term of the contract, the contractor and each of its affiliates and a subcontractor and each of its affiliates [N.J.S.A. 52:32-44 (g) (3)] shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L.2001, c.134 (C.52:32-44 et al.) or subsection e. or f. of section 92 of P.L.1977, c.110(C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of $25 for each day of violation, not to exceed $50,000 for each business registration copy not properly provided under a contract with a contracting agency.