

PROJECT MANUAL

for

Bid #19-05

TOWING AND STORAGE BID

**Township of Green
Sussex County**

New Jersey
**October 30, 2019
9:00A.M.**



Green Township, NJ

TOWNSHIP OF GREEN

150 Kennedy Road

Tranquility, NJ 07879

Mayor Daniel Conkling

Deputy Mayor Margaret "Peg" Phillips

Committee Member James Chirip

Committee Member Bader Qarmout

Committee Member Virginia "Ginnie" Raffay

Clerk/Administrator Mark Zschack, RMC

NOTICE TO BIDDERS

Notice is hereby given that on **October 30, 2019 at 9:00 A.M.** (Prevailing time), sealed bids will be opened and read in Green Township Municipal Building, 150 Kennedy Road Tranquility, NJ 07879, at which time and place the sealed bids will be opened publicly and read for the following:

Bid # 19-05 TOWING AND STORAGE SERVICES TOWNSHIP OF GREEN (SUSSEX)

Bids shall be delivered in sealed envelopes and addressed to the Township of Green Qualified Purchasing Agent 150 Kennedy Road, Tranquility, NJ 07879.

Express and overnight mail shall be delivered to the Municipal Clerk 150 Kennedy Road Tranquility, NJ 07879 no later than the time of bid opening.

NOTE:

it is the bidder's responsibility to ensure that the bid package is delivered by the bid opening date and time. Any bid document received after the deadline established by the Department of Purchasing will not be accepted, regardless of the method of delivery.

Submission of Bid:

All bids must be submitted on the bid proposal forms approved and provided for by the bid specifications in order to be considered. Bidders are to provide one (1) clearly sealed and marked ORIGINAL, one (1) clearly marked COPY and one electronic copy on CD/ Flash drive.

If indicated, bid proposals must be accompanied by a certified check, cashier's check, or bid bond in the amount of ten per centum (10%) of the total amount of the bid, but not in excess of twenty thousand (\$20,000) dollars and made payable to the Township of Green.

Contract documents may be obtained only from the Qualified Purchasing Agent at:

Sean P. Canning, QPA
scanning@TheCanningGroup.org
973-706-7813

The Township of Green does not release the project estimate.

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.

SCHEDULE:

Release Specifications:	September 18, 2019
Pre-Bid Meeting	No pre bid meeting
Deadline for All Questions:	October 15, 2019 12:00 P.M.
Addenda if Issued:	October 16, 2019

Bid Opening: October 30, 2019 at 9:00 A.M.

TOWNSHIP OF GREEN CONTACTS:

GENERAL INQUIRIES TO:

Sean P. Canning QPA

Voice: (973) 706-7813

Email: Scanning@TheCanningGroup.org

Bid Tabulation:

Bid results will be posted on the Township website at <http://www.greentwp.com/> within 24 hours of the bid opening.

This bid has been advertised in accordance with the "Fair and Open Basis" and nothing further shall be required under the Pay-to-Play Legislation (N.J.S.A. 19:44A-20.7).

September 18, 2019

Mark Zschack, Clerk/Administrator

Green Township

Administrative Documents

- A. If indicated with an "X", failure to submit the following documents is a MANDATORY cause for rejection of bid in accordance with NJSA 40A:11-23.2.

Owner's Checkmarks		Bidder's Initials
	Proposal Guarantee or Bid Bond	
	Consent of Surety	
X	Statement of Ownership	
	List of All Subcontractors	
	Bidder's acknowledgement of receipt of any notice(s) or revision(s) or addenda to an advertisement, specifications or bid document(s)	

- B. If indicated with an "X", failure to submit the following documents may be cause for rejection of bid in accordance with NJSA 40A:11-23.2.

Owner's Checkmarks		Bidder's Initials
X	Proposal Form	
x	Experience & Qualifications Questionnaire	
X	Non-Collusion Affidavit	
X	New Jersey Business Registration Certificate	
Advisory	Mandatory EEO Language	
X	Proof of Affirmative Action Compliance	
	Public Works Contractor Registration	
	Labor & Materials Payment Bond	
	Performance Bond	
	Maintenance Bond	
X	Iran Certification	
X	Pay to Play Advisory	
X	Americans with Disabilities Act	
X	Debarred List Affidavit	

Administrative Documents

x	Equipment Certification	
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C. List any deviations from the specifications on attached pages. If no deviations or exceptions are applicable, state "No Exceptions".

D. The undersigned hereby acknowledges and has submitted the above required documents.

Business Name:

Representative's Name:

Representative's Signature:

Date:

Phone:

Acknowledgement of Receipt of Changes

Pursuant to the NJSA 40A:11-23. 1a, the undersigned bidder hereby acknowledges receipt of the following notices, revisions or addenda to the bid advertisement, specifications or bid documents. By indicating date of receipt, bidder acknowledges the submitted bid takes into account the provisions of the notice, revision or addendum. Note that the local units record of notice to bidders shall take precedence and that failure to include provisions of changes in the bid proposal may be subject for rejection of the bid.

Title of Addendum/Revision	Received Via (email, fax, etc.)	Date Received

ACKNOWLEDGEMENT OF BIDDER

Name of Bidder: _____

Bidder's Signature: _____

Printed Name & Title: _____

Date: _____

Proposal Form

TOWNSHIP OF GREEN

BID 19-05

TOWING SERVICES BID

PROPOSAL FORM

COMMODITY	OWNER	YEAR 1	YEAR 2	YEAR 3
		VEHICLES UP TO 7,000 LBS	VEHICLES 7,000-11,000 LBS	VEHICLES 11,000+
TOWING (cost per tow)	PRIVATE			
STORAGE (cost per day)	PRIVATE			
TOWING (cost per tow)	TOWNSHIP			
STORAGE (cost per day)	TOWNSHIP			
LOCATION OF STORAGE FACILITY (address)	_____			
	Address			
LOCATION OF SOURCE OF TOW (IF DIFFERENT STORAGE)	_____			
	Address			
LOCATION OF SOURCE OF TOW (IF DIFFERENT STORAGE)	_____			
	City, St			

Proposal Form

Company Name
Security #

Federal ID # or Social

Address

Signature of Authorized Agent

Type or Print Name

Title:

Telephone Number

Date

Fax Number

E-mail address

INFORMATION FOR BIDDERS

Towing Services

1.0 TOWING SERVICES

1.1 The Township of Green has the need for towing services for vehicles utilized by the Township of Green, as well as private vehicles that are parked in violation of any parking statutes and ordinances, have become disabled, abandoned or become involved in motor vehicle accidents or are otherwise in violation of any statute or ordinance. The Township of Green desires to obtain a quote for towing and storing such motor vehicles. The intent of these specifications is to contract with one or more towers to providing towing services in a cost-effective and responsive manner. Consideration will be given to response times, adequacy of equipment and facilities, as well as the ability to securely store towed vehicles.

All Bidders are advised that the Township of Green is not responsible for and will not assist in the payment and/or collection of payment for any towing, storage or other services involving a private vehicle.

2.0 TERM

2.1 The term of the contract shall be for a maximum of three (3) years. The Township of Green is seeking alternate bids, that is, requesting that bidders bid on a one year, two year or three-year contract. The Township of Green reserves the right to award the contract for any duration up to 3 years at its sole discretion. The Township of Green also reserves the right to award the contract to multiple bidders.

3.0 INSURANCE

3.1 Prior to the Township of Green signing the contract, a successful bidder is required to provide proof of insurance listing the Township of Green as an additional named insured. The successful bidder's insurance coverage shall be not less than the following:

3.1.1 Commercial General Liability Insurance with a limit of not less than \$2,000,000.00 per occurrence;

3.1.2 Comprehensive Automobile Liability Insurance with a limit of not less than \$2,000,000.00 per occurrence;

3.1.3 Workers Compensation and Employers Liability Insurance of not less than \$1,000,000.00 for bodily injury by accident, \$1,000,000.00 for occupational disease and \$1,000,000.00 aggregate limit;

3.1.4 Garage Keepers Liability Insurance in an amount not less than \$1,000,000.00 per occurrence. The policy must include both comprehensive and collision and an endorsement to include "on the hook".

4.0 **DEFINITIONS**

4.1 **ABANDONED** — Any motor vehicle which is parked without the current year's registration or license plates, as required by law, for a period of more than 48 hours or is positioned so as to constitute an obstruction of traffic.

4.2 **BASE OF SERVICE** — The location where the towing contractor stations its tow vehicle(s) when not in use.

4.3 **BASIC TOWING SERVICE** — The removal and transportation of a motor vehicle at the request or call of authorized personnel or members of any police department as may be required when abandoned, disabled, damaged in accidents, illegally parked, recovered after being stolen or in cases of emergency, from a highway, street, or other public or private road, or a parking area, or from a storage facility, and other services normally incident thereto, but does not include recovery of an automobile from a position beyond the right-of-way or berm, or from being impaled upon any other object within the right-of-way or berm.

4.4 **MOTOR VEHICLE ACCIDENT** — An occurrence in which a motor vehicle comes in contact with any other object from which the motor vehicle must be towed or removed for placement in a storage facility. This includes all situations which are accidental to one person even if caused by the intentional acts of another.

4.5 **NONBASIC TOWING SERVICES** — All towing services which are not basic towing services or are not performed on motor vehicles.

4.6 **STORAGE SERVICES** — The maximum allowable amount of storage charges to be charged per twenty-four-hour period or a fraction thereof. Each new twenty-four-hour period begins at 12:01 a.m.

- 4.7 **TOW VEHICLE** — Only those vehicles equipped with a boom or booms, winches, slings, tilt beds, wheel lifts, or under reach equipment specifically designed by its manufacturer for the removal or transport of motor vehicles.
- 4.8 **TOWING CONTRACTOR** – An individual or entity that performs towing services for or at the direction of the Township.

5.0 **CLASSIFICATIONS OF TOW VEHICLES AND CAPACITY**

5.1 **LIGHT DUTY TOW TRUCK (inclusive of Rollbacks)**

5.1.1 **Vehicle Class**

5.1.1.1 Class A vehicles. They include conventional and roll back wreckers.

5.1.1.2 A light duty truck must have a minimum GWR of 5 tons

5.1.1.3 Vehicles are capable of towing between 7,000 and 11,000lbs

5.1.1.4 Capable of towing - Small trailers, Motorcycles, Pickup trucks, Passenger cars

5.1.1.5 Typical Equipment - Winch and Cable systems, wheel lifts, chains, fuel, water, coolant

5.2 **MEDIUM DUTY TOW TRUCK (inclusive of Rollbacks)**

5.2.1 Class B vehicles. They include various flatbeds, lowboys

5.2.2 A medium duty truck must have a minimum GWR of 11 tons.

5.2.3 Vehicles are capable of towing between 7,000 and 17,000 lbs.

5.2.4 Capable of towing - Cargo containers, Mack trucks, Multiple vehicles, Machinery, Farm equipment

5.2.5 Typical equipment - 12-ton capacity boom lift, 5-ton winches, wheel lifts

6.0 **HOURS OF SERVICES REQUIRED.**

6.1 Towing services must be provided on a 24-hour, 7 day per week basis.

6.2 It is required that a tow vehicle and/or recovery vehicle be on site within 30 minutes from the time it is called.

7.0 **TERMINATION OF SERVICES STANDARD**

7.1 If a towing contractor is called for any reason, and it cannot perform or refuses to provide its service on three or more occasions during a 12-month period, their contract may be terminated.

7.2 If the contractor is unable or refuses to perform the towing services, the Township of Green has the right to have the service performed by another towing contractor.

8.0 **ADVERSE WEATHER – PRIORITY TO TOWNSHIP OF GREEN**

8.1 In adverse weather and emergency conditions, the towing contractor shall give priority to requests for towing services made by the Township of Green over requests made by third parties.

9.0 **PRE-CONTRACT QUALIFICATIONS.**

9.1 Each towing contractor must be able to demonstrate to the Township that it is thoroughly qualified and experienced in accord with Township **Ordinance Chapter IV 4-1 TOWING AND STORAGE SERVICES.**

9.1.1 Adequacy of equipment, personnel and facilities.

9.1.2 Availability (seven (7) days per week, twenty-four (24) hours per day) and response time.

9.1.3 Security of vehicles towed and stored.

9.1.4 Background check, including criminal record, Better Business record, contractor references, DMV record.

9.1.5 Possession of proper business licenses.

9.1.6 Two-way radio communications capability.

9.1.7 Proof of insurance.

9.1.8 Storage Capacity.

9.1.8.1 Contractor must assume responsibility for safe storage.

9.1.8.2 Towing distance to facility.

9.1.8.3 Fencing and lighting adequacy.

9.1.8.4 Proof of ownership or lease.

9.1.8.5 Facility must be available twenty-four (24) hours each day of the year, and open to the public during normal business hours, Monday through Friday and limited hours on weekends.

9.1.8.6 No release fees are to be charged for releasing a vehicle after normal business hours.

10.0 **STATEMENT OF RATES FOR TOWING PRIVATE VEHICLES.**

10.1 The rates applicable to towing services performed hereunder shall be posted in a conspicuous place, visible to the public at the contractor's place of business.

10.2 The contractor shall, at its expense, prepare a printed bill for distribution to the customer, reflecting the fee to be paid in accordance with the rates stated on the printed card, unless otherwise approved by the Police Department. The bill shall also

include a statement to the effect that all complaints shall be referred to the contractor with a copy to the Police Department.

- 10.3 Pursuant to N.J.S.A. 40:48-2.54, the owner of any automobile whose automobile is towed and/or stored other than at the owner's request may send complaints and/or report disputing fees in writing to the Township Clerk. The Township Clerk shall arrange for investigation of the owner's allegations and report the outcome of the investigation to the owner within 30 days of the Township's receipt of the written complaint. In no case shall the Township of Green be responsible for paying any towing, storage or other charges imposed by the towing contractor involving a private motor vehicle.
- 10.4 The contractor shall accept from any owner, or his representative, methods of payment in the form of cash, certified check, money order and at least one major credit card. The contractor is not obligated to accept personal checks for payment.

11.0 **EMPLOYEES.**

- 11.1 The towing contractor shall employ a sufficient number of employees to comply with the minimum operational requirements.
- 11.2 No person shall be employed by the contractor for towing hereunder unless they have submitted to a background check and have been approved by the Township of Green. The costs of the background check shall be borne by the applicant.
- 11.3 All drivers shall be over the age of 18 years and must have a valid, current driver's license and shall be in good health and of good moral character. Additionally, the driver's license to operate a motor vehicle in New Jersey as well of the state where the license has been issued must not be revoked or suspended.
- 11.4 In order to keep information current, the contractor is required to submit a roster of drivers to the Township Clerk on a monthly basis. No driver shall perform services hereunder unless previously listed by the contractor.

- 11.5 Complaints of any kind, relative to service, overcharging, theft, damage to towed vehicles, discourteous treatment, and the like, shall be referred to the Township Clerk for investigation.
- 11.6 All employees of the contractor shall wear uniform clothing with a name patch indicating the employee's first name and the name of the contractor's company.
- 11.7 The contractor agrees that the owners or officers of the contractor shall be responsible, except as otherwise provided by law, for the acts of their employees while acting hereunder.

12.0 **CONDUCT OF CONTRACTORS AND OPERATORS.**

- 12.1 No person owning or operating a tow vehicle shall:
- 12.2 Stand at any public street, intersection, or any public property, waiting for employment, or stand on any private property without first obtaining the consent of the owner of the property.
- 12.3 Seek employment by repeatedly and persistently driving its tow vehicle in a short space in front of any disabled vehicle or by otherwise interfering with the proper and orderly progress of traffic along the public highways. The contractor shall wait until it receives official notification from the Police or the Township before commencing operations.
- 12.4 Permit or invite loitering in or near the tow vehicle.
- 12.5 Solicit or attempt to divert prospective patrons of another tow vehicle.
- 12.6 Solicit, demand, or receive from any person any pay, commission or fee whatsoever, except the proper fee for transporting the vehicle in accordance with the schedule of service rates listed in the contract.
- 12.7 Pay any gratuity, tip, or fee to any third person not involved in the accident or to any police officer, for information as to the location of the accident, or for soliciting the employment of contractor's services, nor give any gratuities, fees or other compensation or gifts to any member of any police department or Township employee.

12.8 Act in an unprofessional manner or be discourteous or disrespectful to members of the public as well as representatives of the Township of Green. While members of the public, especially those whose automobiles may have been towed or impounded, may at times resort to strong language, threats and unbecoming behavior toward the contractor, the contractor is expected to exercise restraint and not to respond in kind, and thereby reflect unfavorably on the Township and/or the police department.

13.0 EQUIPMENT REQUIREMENTS.

13.1 The contractor must submit with its bid a detailed list of the equipment to be utilized. The list shall include the following information:

13.1.1 Type of vehicle(s) Light Duty or Medium Duty Wrecker

13.1.2 Storage location of vehicles

13.1.3 Owned or leased.

13.1.4 All leased and rented equipment must be permanently located at the contractor's base of service at all times during the term of the contract.

13.1.5 Each piece of equipment must meet the minimum standards set forth herein. Equipment that cannot meet these minimum standards shall not be used. The contractor is solely responsible for the safety, maintenance, and operation, of each piece of equipment utilized.

13.1.6 The bidders must make their equipment available for inspection by a person designated by the Township of Green prior to the contract being awarded to the bidder.

13.2 The Township Clerk shall keep a register with the license number, the description of such tow vehicles and the date and complete record of inspections. This register shall be maintained by the contractor.

13.3 Roll backs and light-duty wreckers.

- 13.3.1 Roll back. A roll back shall have commercially manufactured chassis certified by the manufacturer. The vehicle shall be equipped with a hydraulically powered winch. The tilt bed or slide back shall be hydraulically operated. The vehicle shall also be equipped with tie-down chains, proper safety lights or amber rotation emergency flashing lights.
- 13.3.2 Light-duty wrecker. A light-duty wrecker shall have a commercially manufactured chassis certified by the manufacturer for light-duty towing. Each shall be equipped with a commercially manufactured lifting apparatus with dual rear wheels, safety chains, proper safety lights, and rear floodlights, amber rotation emergency flashing lights or amber strobe lights which provide visibility for 360°.
- 13.4 The towing contractor shall supply manufacturer's certification of the lifting capacities of the devices utilized on its vehicles with its bid submission. A certified testing laboratory test result is also acceptable for rating lift capacity.
- 13.5 Tow vehicles shall be equipped with a two-way radio or cellular phone in order to communication with the contractor's office facilities. These communications shall be available 24 hours a day.
- 13.6 Tow vehicles shall be equipped at all times with safety vests for operators, first aid kits, hand tools, lockout kits, flashlight, broom, shovel, speedy-dry, work gloves and receipts for services rendered. No additional charge for use of this equipment is permitted.
- 13.7 Tow vehicles shall be kept in a clean and neat appearance so as to be reasonably accommodating to persons who may come in contact with such vehicles.
- 13.8 Tow vehicles shall have the name, address, and telephone number of the contractor painted on or permanently attached to both sides of the tow vehicle in compliance with Motor Vehicle and Traffic Laws of New Jersey (Title 39 of the Revised Statutes).
- 13.9 All tow vehicles shall be properly permitted by the State of New Jersey for the use of flashing amber emergency lights. Permits shall be in compliance with Motor Vehicle and Traffic Laws as referenced above.

14.0 **MINIMUM STORAGE REQUIREMENTS.**

- 14.1 Each official tow contractor shall maintain an outside secured storage facility meeting the following requirements:
- 14.2 The storage facility must be capable of storing a minimum of 10 automobiles and one tractor and trailer. There must be at least 800 square feet available to hold vehicles impounded by a police department.
- 14.3 The storage facility must be within the limits of the Township or within a 10-mile radius of the Township in order to facilitate reasonable towing distances.
- 14.4 The storage facility must be secure.
- 14.5 The storage facility must be in area legally zoned for such use.
- 14.6 The storage facility must be available to receive vehicles 24 hours per day, 365 days per year. It must be open to the public to recover vehicles stored there on weekdays during normal business hours and on Saturdays. The applicant must specify the hours during which the facility will be open on Saturdays. The tow contractor is not required to be open to the public on Sundays or legal holidays.
- 14.7 The tow contractor must have an employee on duty at all times during which the storage facility is open to the public.
- 14.8 The tow contractor may not charge a release fee in connection with the release of vehicles to their owners after normal business hours or on weekends.
- 14.9 Each application must be accompanied by proof of ownership or lease of the storage area.
- 14.10 The tow contractor is responsible for ensuring the proper and safe storage of all vehicles towed pursuant to this chapter. The tow contractor is liable for any damage to such vehicles while in transit or while stored at the storage facility.

15.0 **RECORD BOOK OF VEHICLES TOWED.**

15.1 The contractor shall record all vehicles towed in a book or electronic ledger kept for such purposes. The details of each vehicle towed, serviced or transported together with full information of the towed vehicle and name and address of the owner and the charges paid for his services.

15.2 Full information of the towed vehicle shall include, but not be limited to:

15.2.1 Vehicle's license number

15.2.2 VIN registration number

15.2.3 Make, model, color and year.

15.2.4 The record book herein described shall be kept open for inspection at all times by a duly authorized representative of the Township.

15.2.5 A quarterly towing record containing the information herein stated above shall be filed with the Township Clerk setting forth the details of all tows by vehicle type, date, time of day, sector, and whether additional services were required.

15.2.6 Each incident shall be reported using the invoice number used for billing. The form of these reports shall be approved by the Township of Green.

15.2.7 The contractor shall maintain a record of all personal property in a towed vehicle that it can observe in sight at the time the vehicle comes into possession

15.2.8 Authorized representatives of the Township shall have access to any of the records required to be kept by the contractor.

16.0 POLICIES AND PROCEDURES.

- 16.1 The Township of Green may from time to time adopt written policies and procedures as may be reasonable and necessary to obtain compliance with the terms of this bid and the laws of the State of New Jersey.
- 16.2 All regulations, policies and procedures as well as the tower's rate cards shall be made available for inspection by the public at the Township Clerk's office during normal business hours.

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq. (P.L.1975, c.127)

N.J.A.C. 17:27 et seq.

GOODS, GENERAL SERVICES, AND PROFESSIONAL SERVICES CONTRACTS

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities,

and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

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

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions. The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval;

Certificate of Employee Information Report; or

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

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq

NEW JERSEY ANTI-DISCRIMINATION PROVISIONS
N.J.S.A. 10:2-1 ET SEQ.

Pursuant to N.J.S.A. 10:2-1, if awarded a contract, the contractor agrees that:

a. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;

b. No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;

c. There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and

d. This contract may be canceled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract.

(Include the following only for boards of education)

No provision in this section shall be construed to prevent a board of education from designating that a contract, subcontract or other means of procurement of goods, services, equipment or construction shall be awarded to a small business enterprise, minority business enterprise or a women's business enterprise pursuant to P.L.1985, c.490 (C.18A:18A-51 et seq.).

SAMPLE CERTIFICATE OF EMPLOYEE INFORMATION REPORT

Certification 111XX

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

INITIAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-DEC-20XX to 15-DEC-20XX

SAMPLE COMPANY, INC.
33 WEST STATE STREET
TRENTON, NJ 08625

VOID



State Treasurer

Form AA302
Rev. 11/11

STATE OF NEW JERSEY
Division of Purchase & Property
Contract Compliance Audit Unit
EEO Monitoring Program
EMPLOYEE INFORMATION REPORT

IMPORTANT-READ INSTRUCTIONS CAREFULLY BEFORE COMPLETING FORM. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND TO SUBMIT THE REQUIRED \$150.00 FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT EEO-1 REPORT FOR SECTION B, ITEM 11. For instructions on completing the form, go to: http://www.state.nj.us/treasury/contract_compliance/pdf/aa302ins.pdf

SECTION A - COMPANY IDENTIFICATION

1. FID. NO. OR SOCIAL SECURITY	2. TYPE OF BUSINESS <input type="checkbox"/> 1. MFG <input type="checkbox"/> 2. SERVICE <input type="checkbox"/> 3. WHOLESALE <input type="checkbox"/> 4. RETAIL <input type="checkbox"/> 5. OTHER	3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY
4. COMPANY NAME		
5. STREET	CITY	COUNTY STATE ZIP CODE
6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE)		CITY STATE ZIP CODE
7. CHECK ONE: IS THE COMPANY: <input type="checkbox"/> SINGLE-ESTABLISHMENT EMPLOYER <input type="checkbox"/> MULTI-ESTABLISHMENT EMPLOYER		
8. IF MULTI-ESTABLISHMENT EMPLOYER STATE THE NUMBER OF ESTABLISHMENTS IN NJ		
9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT		
10. PUBLIC AGENCY AWARDDING CONTRACT		CITY COUNTY STATE ZIP CODE
Official Use Only	DATE RECEIVED	NAUG. DATE ASSIGNED CERTIFICATION NUMBER

SECTION B - EMPLOYMENT DATA

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

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

12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED? <input type="checkbox"/> 1. Visual Survey <input type="checkbox"/> 2. Employment Record <input type="checkbox"/> 3. Other (Specify)	14. IS THIS THE FIRST Employee Information Report Submitted? 1. YES <input type="checkbox"/> 2. NO <input type="checkbox"/>	15. IF NO, DATE LAST REPORT SUBMITTED MO. DAY YEAR
13. DATES OF PAYROLL PERIOD USED From: _____ To: _____		

SECTION C - SIGNATURE AND IDENTIFICATION

16. NAME OF PERSON COMPLETING FORM (Print or Type)	SIGNATURE	TITLE	DATE MO DAY YEAR
17. ADDRESS NO. & STREET	CITY	COUNTY	STATE ZIP CODE PHONE (AREA CODE, NO., EXTENSION)

New Jersey Business Registration Certification

Pursuant to N.J.S.A. 52:32-44, **The Township of Green** ("Contracting Agency") is prohibited from entering into a contract with an entity unless the bidder/proposer/contractor, and each subcontractor that is required by law to be named in a bid/proposal/contract has a valid Business Registration Certificate on file with the Division of Revenue and Enterprise Services within the Department of the Treasury.

Prior to contract award or authorization, the contractor shall provide the Contracting Agency with its proof of business registration and that of any named subcontractor(s).

Subcontractors named in a bid or other proposal shall provide proof of business registration to the bidder, who in turn, shall provide it to the Contracting Agency prior to the time a contract, purchase order, or other contracting document is awarded or authorized.

During the course of contract performance:

- (1) the contractor shall not enter into a contract with a subcontractor unless the subcontractor first provides the contractor with a valid proof of business registration.
- (2) the contractor shall maintain and submit to the Contracting Agency a list of subcontractors and their addresses that may be updated from time to time.
- (3) the contractor and any subcontractor providing goods or performing services under the contract, 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, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into the State. Any questions in this regard can be directed to the Division of Taxation at (609)292-6400. Form NJ-REG can be filed online at <http://www.state.nj.us/treasury/revenue/busregcert.shtml>.

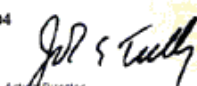
Before final payment is made under the contract, the contractor shall submit to the Contracting Agency a complete and accurate list of all subcontractors used and their addresses.

Pursuant to N.J.S.A. 54:49-4.1, a business organization that fails to provide a copy of a business registration as required, or that provides false business registration information, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000, for each proof of business registration not properly provided under a contract with a contracting agency.

Emergency Purchases or Contracts

For purchases of an emergent nature, the contractor shall provide its Business Registration Certificate within two weeks from the date of purchase or execution of the contract or prior to payment for goods or services, whichever is earlier.

SAMPLE BUSINESS REGISTRATION CERTIFICATE

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE FOR STATE AGENCY AND CASINO SERVICE CONTRACTOR		DEPARTMENT OF TREASURY DIVISION OF REVENUE PO BOX 252 TRENTON, N.J. 08646-0252
TAXPAYER NAME: TAX REGISTRATION TEST ACCOUNT	TRADE NAME: CLIENT REGISTRATION	
TAXPAYER IDENTIFICATION#: 970-097-382/500	SEQUENCE NUMBER: 0107330	
ADDRESS: 847 ROEBLING AVE TRENTON NJ 08611	ISSUANCE DATE: 07/14/04	
EFFECTIVE DATE: 01/01/01		
FORM-BRC(08-01)	Acting Director	

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE	
Taxpayer Name:	TAX REG TEST ACCOUNT
Trade Name:	
Address:	847 ROEBLING AVE TRENTON, NJ 08611
Certificate Number:	1093907
Date of Issuance:	October 14, 2004
For Office Use Only:	
	20041014112823533

Non-Collusion Affidavit

STATE OF NEW JERSEY

Township of Green

I certify that I am _____

of the firm of _____

the Respondent making this Proposal for the bid or proposal for the above named project, 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 this affidavit are true, correct, and made with full knowledge that the **Township of Green** relies upon the truth of the statements contained in said Proposals 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.

Signature of Representative: _____

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

Print Name of Affiant: _____

Notary Public of _____

My commission expires _____

****This form MUST be completed, notarized and submitted with the bid document****

OWNERSHIP DISCLOSURE FORM

BID SOLICITATION #: _____

VENDOR {BIDDER}: _____

PART 1

PLEASE COMPLETE THE QUESTIONS BELOW BY CHECKING EITHER THE "YES" OR THE "NO" BOX. ALL PARTIES ENTERING INTO A CONTRACT ARE REQUIRED TO COMPLETE THIS FORM PURSUANT TO N.J.S.A. 52:25-24.2

PLEASE NOTE THAT IF THE VENDOR/BIDDER IS A NON-PROFIT ENTITY, THIS FORM IS NOT REQUIRED.

- | | YES | NO |
|---|--------------------------|--------------------------|
| 1. Are there any individuals, corporations, partnerships, or limited liability companies owning a 10% or greater interest in the Vendor {Bidder}? | <input type="checkbox"/> | <input type="checkbox"/> |
| IF THE ANSWER TO QUESTION 1 IS "NO", PLEASE SIGN AND DATE THE FORM.
IF THE ANSWER TO QUESTION 1 IS "YES", PLEASE ANSWER QUESTIONS 2 – 4 BELOW. | | |
| 2. Of those parties owning a 10% or greater interest in the Vendor {Bidder}, are any of those parties individuals? | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Of those parties owning a 10% or greater interest in the Vendor {Bidder}, are any of those parties corporations, partnerships, or limited liability companies ? | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. If your answer to Question 3 is "YES", are there any parties owning a 10% or greater interest in the corporation, partnership, or limited liability company referenced in Question 3? | <input type="checkbox"/> | <input type="checkbox"/> |

IF ANY OF THE ANSWERS TO QUESTIONS 2 - 4 ARE "YES", PLEASE PROVIDE THE REQUESTED INFORMATION IN PART 2 BELOW.

PART 2

PLEASE PROVIDE FURTHER INFORMATION RELATED TO QUESTIONS 2 – 4 ANSWERED AS "YES".

If you answered "YES" for questions 2, 3, or 4, you must disclose identifying information related to the individuals, corporations, partnerships, and/or limited liability companies owning a 10% or greater interest in the Vendor {Bidder}. Further, if one or more of these entities is itself a corporation, partnership, or limited liability company, you must also disclose all parties that own a 10% or greater interest in that corporation, partnership, or limited liability company. This information is required by statute.

INDIVIDUALS

NAME	_____		
ADDRESS 1	_____		
ADDRESS 2	_____		
CITY	STATE	ZIP	_____

NAME	_____		
ADDRESS 1	_____		
ADDRESS 2	_____		
CITY	STATE	ZIP	_____

NAME	_____		
ADDRESS 1	_____		
ADDRESS 2	_____		
CITY	STATE	ZIP	_____

Attach Additional Sheets If Necessary.

PART 2 continued
PARTNERSHIPS/CORPORATIONS/LIMITED LIABILITY COMPANIES

ENTITY NAME	_____
PARTNER NAME	_____
ADDRESS 1	_____
ADDRESS 2	_____
CITY	_____ STATE _____ ZIP _____

ENTITY NAME	_____
PARTNER NAME	_____
ADDRESS 1	_____
ADDRESS 2	_____
CITY	_____ STATE _____ ZIP _____

ENTITY NAME	_____
PARTNER NAME	_____
ADDRESS 1	_____
ADDRESS 2	_____
CITY	_____ STATE _____ ZIP _____

ENTITY NAME	_____
PARTNER NAME	_____
ADDRESS 1	_____
ADDRESS 2	_____
CITY	_____ STATE _____ ZIP _____

Attach Additional Sheets If Necessary.

In the alternative, to comply with the ownership disclosure requirement, a Vendor {Bidder} with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10 percent or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10 percent or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10 percent or greater beneficial interest. N.J.S.A. 52:25-24.2.

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor {Bidder}, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the **Township of Green** is relying on the information contained herein, and that the Vendor {Bidder} is under a continuing obligation from the date of this certification through the completion of any contract(s) with the **Township** to notify the **Township** 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. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of my agreement(s) with the **Township**, permitting the **Township** to declare any contract(s) resulting from this certification void and unenforceable.

 Signature (Do not enter vendor ID as a signature)

 Date

 Print Name and Title

 FEIN/SSN

PAY TO PLAY ADVISORY
Disclosure Requirement
P.L. 2005, Chapter 271, Section 3 Reporting
(N.J.S.A. 19:44A – 20.27)

Any business entity that has received \$50,000 or more in contracts from government entities in a calendar year will be required to file an annual disclosure report with ELEC.

The report will include certain contributions and contract information for the current calendar year.

At a minimum, a list of all business entities that file an annual disclosure report will be listed on ELEC's website at www.elec.state.nj.us.

If you have any questions please contact ELEC at:
1-888-313-ELEC (toll free in NJ) or
609-292-8700

An analyst from ELEC's Special Programs Section will assist you.

Initials _____

Americans with Disabilities Act of 1990

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 thereto, are made a part of this contract. In providing any act 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 OWNER must 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 frill 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.

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.

Business Name (Print):

Representative's Name (Print):

Representative's Title:

Representative's Signature:

Phone:

Date:

STATE OF NEW JERSEY DEBARRED LIST AFFIDAVIT

STATE OF NEW JERSEY:

§

COUNTY OF _____:

I, _____ of the business known as _____ in the County of _____ and the State of New Jersey of full age, being duly sworn according to law on my oath depose and say that:

I am the owner and/or officer of the Bidder making the Proposal for the above named work, and that I executed the said Proposal with full authority to do so; that said Bidder at the time of making this Bid is not included on the State of New Jersey, State Treasurer's List of Debarred, Suspended and Disqualified Bidders; and that all statements contained in said Proposal and in this affidavit are true and correct, and made with the full knowledge that the Town of Green relies on the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for said work.

The undersigned further warrants that should the name of the maker of this Bid appear on the State Treasurer's List of Debarred, Suspended and Disqualified Bidders at any time prior to, and/or during the life of the Contract, including Guarantee period, the Town of Green shall be immediately notified by the signatory of this Affidavit.

(Insert Name and Address of Contractor)

(Insert Name and Title of Affiant)

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

(Notary Public)

My commission expires: _____

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that the person or entity, or one of the person or entity's parents, subsidiaries, or affiliates, is not identified on a list created and maintained by the Department of the Treasury as a person or entity engaging in investment activities in Iran. If the Director finds a person or entity to be in violation of the principles which are the subject of this law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the person or entity.

I certify, pursuant to Public Law 2012, c. 25, that the person or entity listed for which I am authorized to bid/renew:

Bidder/Offeror: _____

is not providing goods or services of \$20,000,000 or more in the energy sector of Iran, including a person or entity that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran;

AND

is not a financial institution that extends \$20,000,000 or more in credit to another person or entity, for 45 days or more, if that person or entity will use the credit to provide goods or services in the energy sector in Iran.

In the event that a person or entity is unable to make the above certification because it or one of its parents, subsidiaries, or affiliates has engaged in the above-referenced activities, a detailed, accurate and precise description of the activities must be provided in part 2 below to the Division of Purchase under penalty of perjury. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

You must provide, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

Name: _____ Relationship to Bidder/Offeror: _____

Description of Activities: _____

Duration of
Engagement: _____

Anticipated
Cessation Date: _____

Bidder/Offeror
Contact Name: _____

Contact Phone
Number: _____

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that Township is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the Township to notify the Township in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with Township of Green, New Jersey and that the Township at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name
(Print): _____

Signature: _____

Title: _____

Date: _____



State of New Jersey

DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY
OFFICE OF THE DIRECTOR
33 WEST STATE STREET
P. O. BOX 039
TRENTON, NEW JERSEY 08625-0039
<https://www.njstart.gov>
Telephone (609) 292-4886 / Facsimile (609) 984-2575

ELIZABETH MAHER MUOIO
Acting State Treasurer

PHILIP D. MURPHY
Governor

SHEILA Y. OLIVER
Lt. Governor

MAURICE A. GRIFFIN
Acting Director

The following list represents entities determined, based on credible information available to the public, to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 (“Chapter 25”):

1.	Bank Markazi Iran (Central Bank of Iran)
2.	Bank Mellat
3.	Bank Melli Iran
4.	Bank Tejarat
5.	National Iranian Tanker Company (NITC)
6.	Amona
7.	Bank Saderat PLC
8.	Bank Sepah
9.	Belaz
10.	Belneftekhim (Belorusneft)
11.	China International United Petroleum & Chemicals Co., Ltd. (Unipetec)
12.	China National Offshore Oil Corporation (CNOOC)
13.	China National Petroleum Corporation (CNPC)
14.	China National United Oil Corporation (ChinaOil)
15.	China Petroleum & Chemical Corporation (Sinopec)
16.	China Precision Machinery Import-Export Corp. (CPMIEC)
17.	Grimley Smith Associates

18.	Indian Oil Corporation
19.	Kingdram PLC
20.	Maire Tecnimont SpA
21.	Naftiran Intertrade Company (NICO)
22.	Oil and Natural Gas Corporation (ONGC)
23.	Oil India Limited
24.	Persia International Bank
25.	PetroChina Company, Ltd.
26.	Petroleos de Venezuela (PDVSA Petróleo, SA)
27.	Sameh Afzar Tajak Co. (SATCO)
28.	Shandong Fin Cnc Machine Company, Ltd.
29.	Sinohydro
30.	SKS Ventures
31.	Som Petrol AS
32.	Zhuhai Zhenrong Company

List Date: January 31, 2018

EQUIPMENT CERTIFICATION

The undersigned Bidder hereby certifies as follows:

The bidder owns, controls, has proof of lease, rental of all the necessary equipment required to accomplish the work described in the specifications.

Name of Bidder: _____

By: _____
(Signature)

Name of above: _____
(Print)

Title: _____

Date: _____

Experience & Qualifications Questionnaire

This questionnaire must be filled out and submitted as a part of the Proposal. Failure to complete this form or to provide any of the requested information will be grounds for the rejection of the bid proposal. If additional space is required, the respondent shall add additional sheets, which identify the question being answered.

Number of years in business under present name & address: _____

If less than 5 years, list previous names and address:

Within the last 5 years has the business or any officer/partner failed to complete a contract awarded to them: _____. If yes, provide the details in on a separate page.

Have any liens and lawsuits been filed against the company in the past 5 years: _____

If yes, please provide details:

List similar services you are now providing for which you have signed contract, but not yet started work:

List all major subcontractors to be used to complete the service and the area of their responsibility:

Experience & Qualifications Questionnaire

Please provide at least 3 references below:

Name: _____ **Phone:** _____

Address: _____

Equipment/Service Provided: _____

Contract Amount: _____

Name: _____ **Phone:** _____

Address: _____

Equipment/Service Provided: _____

Contract Amount: _____

Name: _____ **Phone:** _____

Address: _____

Equipment/Service Provided: _____

Contract Amount: _____

Name: _____ **Phone:** _____

Experience & Qualifications Questionnaire

Address:

Equipment/Service Provided:

Contract Amount:

General Conditions – Professional Services, Goods & Services

SECTION I - SUBMISSION OF BIDS

- The Township of Green, Sussex County, New Jersey (hereinafter referred to as "OWNER") invites sealed bids pursuant to the Notice to Bidders. Said Notice Bidders is to be attached to and is considered as a part of these General Conditions.
- Sealed bids will be received by the Purchasing Agent or his/her designee of the Township at the time and place stated in the Notice to Bidders, and at such time and place will publicly open and read aloud all bids received.
- The bid proposal form shall be submitted on the prescribed form with appropriate spaces properly filled in and with all required supporting documentation, in a sealed envelope:
 - Addressed to the Township of Green
 - Bearing the name and address of the bidder written on the face of the envelope
 - Clearly marked "BID" with the contract title and/or BID # being identified
 - Bidders shall submit an original as well as a printed copy, clearly labeled as "COPY"
 - Bidders shall also, if indicated in notice submit their bid in CD/ Flash Drive form.
- **It is the bidder's responsibility to see that the bid is presented to the Township on the hour and at the place designated. Bids may be hand delivered or mailed; however, the Township disclaims any responsibility for bids forwarded by regular or overnight mail. If the bid is sent by overnight mail, the designation in prior bullet point, above, must also appear on the outside of the delivery company envelope. All mailed bids must be delivered and signed for by the Administration Office Staff ONLY. Bids received after the designated time and date will be returned unopened.**
- Sealed bids forwarded to the Township 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.
- **All prices and amounts must be written in ink or preferably typewritten in a**

General Conditions – Professional Services, Goods & Services

word format on the bid form provided. Any discrepancies between the words and numbers, the written word price shall prevail. Bids containing any conditions, omissions, unexplained erasures or alteration, 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 Township. Any changes, white-outs, strike-outs, etc. on the proposal page must be initialed in ink by the person responsible for signing the bid.

- 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 the 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.
- Bidders must insert prices for furnishing of the specified equipment, materials or supplies, or for 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 Township. 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.
- The vendor shall guarantee any or all materials and services supplied under these specifications. Defective or inferior items shall be placed at the expense of the vendor. In case of rejected materials, the vendor will be responsible for return freight charges.
- Bidder should be aware of the following statutes that represent "Truth in Contracting" laws:
 - N.J.S.A. 2C:21-34, et seq. governs false claims and representations by bidders. It is a serious crime for the bidder to knowingly submit a false claim and/or knowingly make material misrepresentation.
 - N.J.S.A. 2C:27-10 provides that a person commits a crime if said person offers a benefit to a public servant for an official act performed or to be performed by a public servant, which is a violation of official duty.
 - N.J.S.A. 2C:27-11 provides that a bidder commits a crime if said person, directly or indirectly, confers or agrees to confer any benefit not allowed by law to a public servant.

General Conditions – Professional Services, Goods & Services

- Bidder should consult the statutes or legal counsel for further information.

SECTION II - BID SECURITY / CONTRACT SECURITY

- The following provisions if indicated shall be applicable to this bid and be made a part of the bidding documents:

_____ Bid Guarantee

Bidder shall submit with the bid a certified check, cashier's check or bid bond in the amount often percent (10%) of the total price bid, but not in excess of \$20,000, payable unconditionally to the Township of Green. When submitting a Bid Bond, it shall contain Power of Attorney for fill' amount of Bid Bond from a surety company authorized to do business in the State of New Jersey and acceptable to the Township of Green. The check or bond of the unsuccessful bidder(s) shall be returned as prescribed by law. The check or bond of the bidder to whom the contract is awarded shall be retained until a contract is executed and the required performance bond or other security is submitted. The check or bond of the successful bidder shall be forfeited if the bidder fails to enter into a contract pursuant to N.J.S.A. 40A: 11-21. **If required, failure to submit is a mandatory cause for rejection of bid in accordance with NJSA 40A:11-23.2.**

_____ Consent of Surety

Bidder shall submit with the bid proposal a Certificate (Consent of Surety) to guarantee that the surety company will furnish the Township with the bonds required by the contract documents within the time periods and in the amounts so specified. The surety shall be authorized to do business in the State of New Jersey. The Consent of Surety shall be in a form acceptable to the Township and accompanied by (a) duly executed acknowledgements of the respective parties; (b) a duly certified copy of a Power of Attorney (where the Consent of Surety is executed by an agent or other representative of the surety); (c) a duly certified extract from the By-Laws or resolutions of Surety under which the Power of Attorney was issued; and (d) a duly certified copy of latest published financial statement of asset and liabilities of Surety. **If required, failure to submit is a mandatory cause for rejection of bid in accordance with NJSA 40A:11-23.2.**

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_____ Performance Bond

The successful bidder shall execute and deliver to the Township within ten (10) days after notification of award of the contract, a satisfactory surety bond or bonds in an amount equal to 100% of the contract prices, upon the form prepared for and used by the Township in statutory form with such surety companies as sureties as shall be approved by the Township Council and qualified and authorized to do business under the laws of the State of New Jersey. The performance bond provided shall not be released until final acceptance of the whole work and then only if any liens or claims have been satisfied and any maintenance bonds required have been executed and approved by the OWNER.

The proposal shall also be accompanied by a Consent of Surety wherein the surety consents and agrees that if the Contract for which the proposal is made be awarded, that it will become bound as surety and guarantor for its faithful performance. **If required, failure to submit may be cause for rejection of bid in accordance with NJSA 40A:11-23.2.**

_____ Labor & Material Payment Bond

Successful bidder shall with the delivery of the performance bond submit an executed payment bond to guarantee payment to laborers and suppliers for the labor and material used in the work performed under the contract. **If required, failure to submit may be cause for rejection of bid in accordance with NJSA 40A:11-23.2.**

_____ Maintenance Bond

Successful bidder shall upon acceptance of the work submit a maintenance bond in the amount of 100% guaranteeing against defective quality of work or materials for the period of:

_____ 1 year _____ 2 years

If required, failure to submit may be cause for rejection of bid in accordance with NJSA 40A:11-23.2.

_____ Payment Deferral

As an alternate performance guarantee, no payment shall be made for any part of this contract until the entire contract is completed to the satisfaction of the Township.

- Workmanship Guarantee – Contract Retention

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The Contractor shall guarantee all labor and materials for a period of _____ months from the date of acceptance of the work by the Township, and he shall make all needed repairs on the work as it progresses and during this guarantee period, except those due to ordinary wear and tear. The Contractor agrees that, during the said guarantee the Township may retain, out of monies payable to him under this agreement, the sum of _____ percent of the amount of the contract; and that, should he fail to make the necessary repair at once after due notice from the Administrator or Engineer, the Township may expend the same or so much thereof as may be required to make the needed repairs; provided, however, that in case of emergency, where in the opinion of the Administrator or the Engineer it would cause serious loss or damage, the Township may make repairs without previous notice and at the expense of the Contractor.

Township, the Contract may provide a Maintenance Bond equal to ten (10%) percent of the contract value in a form approved by the Township Attorney.

If an alternate guarantee provision is contained in the Detailed Specifications, then this alternate guarantee provision shall prevail.

SECTION III - INTERPRETATION AND ADDENDA - BIDDERS RESPONSIBILITIES

- All interpretations, clarifications and any supplemental instructions will be in the form of written addenda to the specifications and will be distributed to all prospective bidders. All addenda so issued shall become part of the specification and bid documents and shall be acknowledged by the bidder in the bid by completing the Acknowledgement of Receipt of Addenda form. The owner's interpretations or corrections thereof shall be final.
- Pursuant to N.J.S.A. 40A:11-23(c)(1) when issuing addenda, the owner shall provide required notice prior to the official receipt of bids to any person who has submitted a bid or who has received a bid package. They will be sent from scanning@TheCanningGroup.org . It is recommended that the bidder understands and agrees that its bid is submitted on the basis of the specifications prepared by the Township. The bidder accepts the obligation to become familiar with these specifications.
- 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 Township official. In the event the bidder fails to notify the Township of such ambiguities, errors or omissions, the bidder shall be bound by the bid.

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- 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 Township'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 the 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. 40A: 11-23. All addenda so issued shall become part of the contract documents and shall be acknowledged by the bidder in the bid. The Township's interpretations or corrections thereof shall be final.

- Discrepancies in the Bid

- 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.
- 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 Township of the extended totals shall govern.

- Site Investigation & Representation

The bidder acknowledges that he has satisfied himself as to the nature and location of the work, the general and local conditions, particularly those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, electric power, roads and uncertainties of weather, physical conditions at the site, the conformation and condition of the ground, the character, quality and quantity of surface and sub-surface materials to be encountered, the character of equipment and facilities needed preliminary to and during the prosecution of the work and all other matters which can in any way affect the work or the cost thereof under this contract. Any failure by the bidder to acquaint himself with all the available information concerning these conditions shall not relieve him from responsibility for estimating properly the difficulty or cost of successfully performing the work

- Deviations

All bidders shall clearly identify any deviations from the specifications at the time the bids are opened and examined. After the contract has been entered into, no consideration shall be given for any misunderstanding as to work, materials set forth therein specified and indicated on drawings, if

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being mutually understood that tender of a proposal carries with it an agreement to this and other obligations set forth in the contract and further implies full understanding of the contract document.

- Optional Pre-Bid Conference

If stated in the Notice to Bidders and checked below:

A Pre-Bid Conference will not be held. ____X____

A pre-bid conference for this proposal will be held on _____. Attendance is not mandatory but is strongly recommended. Failure to attend does not relieve the bidder of any obligations or requirements.

SECTION IV - BRAND NAMES, PATENTS AND STANDARDS OF QUALITY

- Brand names and/or descriptions used in this bid are to acquaint bidders with the type of commodity 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.
- It is the responsibility of the bidder to demonstrate the equivalency of item(s) offered. The Township reserves the right to evaluate the equivalency of an item(s) which, in its deliberations, meets its requirements.
- 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 Township harmless from any damages resulting from such infringement.
- Only manufactured and farm products of the United States, wherever available, shall be used on this contract pursuant to N.J.S.A. 40A: 11-18.
- Wherever practical and economical to the Township, it is desired that recycled or recyclable products be provided. Please indicate when recycled products are being offered.

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- Workmanship

All workmanship shall be in every respect in accordance with the best current practice. Only skilled craftsmen, fully qualified in the various disciplines required, shall be used in this project.

- In submitting its bid, the bidder certifies that the goods and services 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.
- The contractor shall guarantee any or all goods and services supplied under these specifications. Defective or inferior goods shall be replaced at the expense of the contractor. The contractor will be responsible for return freight or restocking charges.

SECTION V - INSURANCE AND INDEMNIFICATION

- Insurance Requirements

- Worker's Compensation and Employer's Liability Insurance

This insurance shall be maintained in force during the life of this contract by the bidder covering all employees engaged in performance of this contract in accordance with the applicable statute. Minimum Employer's Liability \$100,000.

- General Liability Insurance

This insurance shall have limits of not less than \$1,000,000 any one person and \$1,000,000 any one accident for bodily injury and \$2,000,000 aggregate for property damage and shall be maintained in force during the life of the contract by the bidder.

- Automobile Liability Insurance

This insurance covering bidder for claims arising from owned, hired and non-owned vehicles with limits of not less than \$1,000,000 any one person and \$1,000,000 any one accident for bodily injury and \$1,000,000 each accident for property damage, shall be maintained in force during the life of this contract by the bidder.

- Certificate of Insurance

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The contractor shall provide Certificates of the Required Insurance as listed above along with the contract as evidence covering Comprehensive General Liability, Comprehensive Automobile Liability, and where applicable, necessary Worker's Compensation and Employer's Liability Insurance. Such coverage shall be with acceptable insurance companies operating on an admitted basis in the State of New Jersey and shall name the Township as an additional insured. Said Certificates of Insurance shall state specifically that the Indemnification cited below is guaranteed by the policy. If such statement is not included in the body of the policy shall be typed on the face or back of the certificate.

- Indemnification

Successful bidder will indemnify and hold harmless the Township of Green from all claims, suits or action and damages or costs of every name and description to which the Township may be subjected or put by reason of injury to the person or property of another, or the property of the Township, including attorney's fees and costs relating to the defense of such claims, resulting from negligent acts or omissions on the part of the bidder, the bidder's agents, servants or subcontractors in the delivery of materials and supplies, or in the performance of the work under this agreement. The Township of Green shall be named "Additionally Insured" on the contractor's insurance policy.

SECTION VI - PREPARATION OF BIDS

- The Township of Green is exempt from any local, state or federal sales, use or excise tax. Exemption certificates will be provided when required
- Estimated Quantities (Open-end Contracts)

The Township of Green has attempted to identify the item(s) and the estimated amounts of each item bid to cover its requirements; however, past experience shows that the amount ordered may be different than that submitted for bidding. The right is reserved to decrease or increase the quantities specified in the specifications pursuant to N.J. A.C.5:34-4.9. NO MINIMUM PURCHASE IS IMPLIED OR GUARANTEED.

- Successful bidder shall be responsible for obtaining any applicable permits or licenses from any government entity that has jurisdiction to require the same. All bids submitted shall include this cost in the bid price agreement, unless stated specifically otherwise in the Technical Specifications.

SECTION VII - STATUTORY AND OTHER REQUIREMENTS

- The Contractor shall familiarize himself and comply with all Federal, State

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and local laws, ordinances and regulations, which in any manner affect those engaged or employed in the, work, the materials or equipment to be used, or the conduct of the work. No plea or misunderstanding will be considered because of ignorance of the law.

If the CONTRACTOR observes that the Specifications or Drawings are at variance therewith, he will give the Township prompt written notice thereof, and any necessary changes shall be adjusted by an appropriate modification. If the CONTRACTOR performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the Township, he will bear all costs arising there from.

The following is a list of some Laws/Regulations which MAY impact on this contract. This list is not intended to be inclusive and is in addition to other requirements, statutes, regulations cited in these General conditions:

- **Mandatory Affirmative Action Certification**

No firm may be issued a contract unless it complies with the affirmative action regulations of *N.J.S.A 10:5-31 et seq.* & *N.J.A.C 17:27*. Procurement, Professional and Service Contracts

All successful vendors must submit, upon award the contract or the receipt of the contract, one of the following:

- A photocopy of a valid letter for an approved Federal Affirmative Action Plan, or
- A photocopy of an approved Certificate of Employee Information Report, or
- 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).

- **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 Disability language that is part of this specification and agrees that the provisions of Title II of the Act are made a part of the contract. The successful bidder is obligated to comply with the Act and to hold the Township harmless.

- **Stockholder Disclosure**

Chapter 33 of the Public Laws of 1977 provides that no corporation or

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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 of Statement shall be completed and attached to the bid proposal.

- The New Jersey Worker & 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.

- VOC REQUIREMENT

The Contractor shall use on the job site only chemicals and cleaning products that do not exceed the national Volatile Organic Chemical (VOC) limitations rule(s) published by the U.S. Environmental Protection Agency (EPA).

- Non-Collusion Affidavit

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

- Safety & Protection

The Contractor will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. He will take all necessary precautions for the safety of; and will provide the necessary protection to prevent damage, injury or loss to all employees on the work and other persons who may be affected by the work and all public/private property at the site or adjacent to the work area. The Contractor will be solely responsible for compliance with all relevant State and Federal Law and Regulation governing construction activities and practices.

- Other Related Statutes

- TITLE 40A, Chapter 11, Public Contract Law.
- TITLE 34, Chapter 2, concerning employment of child labor; Chapter 5, concerning safety codes for workers in the construction

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industry together with the rules and regulations of the State Department of Labor and Industry, Chapter 10, concerning establishment of an eight-hour working day for laborers, workmen and mechanics.

- TITLE 52, Chapter 34, concerning the payment of commissions, percentage, brokerage or contingent fees to solicit or secure the contract.

- Release of All Liens

Prior to the final payment the contractor shall provide a certification that all liens relating to the contract have been satisfied or will be satisfied though the receipt of the final payment.

- New Jersey Business Registration Certification

All contractors and businesses must submit with their bid proof that they are properly registered with the Department of Treasury of the State of New Jersey pursuant to Chapter 57 of the laws of 2004. This certificate must be provided in accordance with current applicable New Jersey State Law. For any proposal involving subcontractors, the Business Registration Certificate must be provided for both the contractor and each subcontractor required to be listed in the bid document. See attached detailed information on this requirement.

The contractor shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the contractor. Before final payment is made 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, N.J. Division of Taxation, the use tax pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into the State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

- New Jersey Anti-Discrimination

The contract for this bid shall require that the contractor agrees not to discriminate in employment and agrees to abide by all the anti-discrimination laws, including but not limited to N.J.S.A 10:2-1 as included in this packet.

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- Pay-to-Play Legislation

Pursuant to P.L. 2005, c.271, s3 any business entity that has received \$50,000 or more in a calendar year through agreements or contracts with public entities, must file an annual disclosure statement with the Commission. The Business Entity Annual Statement (Form BE) and filing instructions can be found at www.elec.state.nj.us.

- Disclosure of Investment Activities in Iran

N.J.S.A. 52:32-55 prohibits state and local public contracts with persons or entities engaging in certain investment activities in energy or finance sectors in Iran. Bidders must indicate if they comply with the law by certifying the form Pursuant to N.J.S.A. 40A:11-2.1 the owner is required to notify the New Jersey Attorney General if it determines a false certification has been submitted.

SECTION VIII - BID OPENING / ANALYSIS & AWARD

- Acceptance of Bids

The Township of Green reserves the right to waive any immaterial defect or informality in any bid and reserves the right to accept that bid or portion thereof which, in its judgment is in the best interest of the Township. The Township of Green also reserves the right to reject any or all bids. Any bid received after the time and date specified shall not be considered.

- Bid Opening

All Bidders or their authorized agents are invited to be present when the bids are opened and read publicly. All bids may be inspected at this time. No bid may be withdrawn after the specified opening time and date. Once opened, all bids become the property of the Township of Green and will not be returned to the bidders.

All supply/ service contracts shall be for twelve (12) consecutive months unless otherwise noted in technical or supplemental specifications.

The Township of Green may award the work on the basis of the Base Bid, or the base bid combined with such Alternates as selected, until a net amount is reached which is within the funds available.

If the award is to be made on the basis of Base Bids only, it will be made to that responsible bidder who's Base Bid, therefore, is the lowest. If the

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award is to be made on the basis of a combination of a Base Bid with Options, it will be made to that responsible bidder whose net bid on such combination is the lowest.

The Township of Green may also elect to award the work on the basis of line items or unit prices, whichever results in the lowest total amount.

If the procurement is a Competitive Contract as allowable under N.J.S.A.40A:11-4.1 et. Seq., the basis of award shall be upon Price and Other Factors as contained within N.J.A.C. 5:34-1 et. Seq.,

- **Contract Award**

Should the Township decide to award the contract, it shall notify the successful bidder in writing within sixty (60) days of receipt of bids. Should a successful bidder fail or refuse to execute and deliver such contract, certificates of insurance, required stated documentation and bonds within ten (10) days after receipt of Notice of Award, or within such other time period as specified in the technical specifications, the Township may revoke the acceptance of his proposal and the bidder shall become liable for any difference in the proposal awarded and the amount of the contract which the Township may be obliged to award to another because of the refusal or omission of a successful bidder to execute and deliver the contract and bonds aforementioned, together with any sums which the Township may be obliged to spend by reason for the default of the bidder

The successful bidder will not assign any interest in this bid and shall not transfer any interest in the same without the prior written consent of the Township.

SECTION IX - REJECTION OF BIDS

Bids may be rejected for any of the following reasons:

- All bids pursuant to N.J.S.A. 40A:11-13.2;
- If more than one bid is received from an individual, firm or partnership, corporation or association under the same name;
- Multiple bids from an agent representing competing bidders;
- The bid is inappropriately unbalanced;
- The bidder is determined to possess, pursuant to N.J.S.A. 40A:11-4b, Prior Negative Experience; or,

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- If the successful bidder fails to enter into a contract within 21 days, Sundays and holidays excepted, or as otherwise agreed upon by the parties to the contract. In this case at its option, the owner may accept the bid of the next lowest responsible bidder. (N.J.S.A. 40A:11-24b)

SECTION X - CONTRACT ADMINISTRATION

- Contract Documents

The Contract documents shall consist of the Contract, the drawings, the Specifications, and all modifications and addenda incorporated prior to execution of the Contract. All the documents are intended to supplement each other and together constitute a complete set of specifications.

The specifications are intended to require and include all work, equipment, and materials necessary for proper completion of the work contemplated. If in any case the specifications do not show, note or otherwise require some work, equipment or material necessary for that purpose, the Contractor shall, nevertheless, provide same to fulfill the true intent and purpose of the specifications.

- Inspection

The Business Administrator and the Engineer shall have the right to inspect all materials and work done during any phase of construction, fabrication, or manufacture. The Contractor shall furnish all reasonable facilities and aid to the Engineer and safe and convenient means for the examination and inspection of any part of the work.

- Authority to Withhold Payment

The Business Administrator or the Engineer, because of subsequently discovered evidence, may cause to be withheld or cause to be nullified, the whole or a part of any payment to such extent as may be necessary to protect the Township from loss because of

- Defective work, materials or equipment not corrected; improper work performed; disapproved substitution of material or equipment specified.
- Claims filed or reasonable evidence indicating the probability of claims being filed.
- Failure of the Contractor to make payments properly to subcontractors or for material or labor.
- A reasonable doubt that the contract can be completed for the

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balance then unpaid.

- Damage to another contract, agency, governing body, corporation or person.
- When the above grounds are removed, payment shall be made for amounts withheld because of them.

- Financial Procedures

Payment in full shall be made upon the completion of the contract requirements of the specifications. Partial payments shall be made if the required work or equipment can be completed in stages and if previously agreed to by the Administrator. All payments shall be approved by the Township Council at their bi-monthly meeting within the later of 60 days of a properly prepared executed invoice or 60 calendar days from the date of goods and services were received and certified by an officer of the organization, in accord with N.J.S.A 40A:5-16(b). Late payment interest shall be made within 30 calendar days of the date of the contracting unit making the late payment and interest shall be in accord with the rate specified by the State Treasurer for State late payments pursuant to N.J.S.A. 52:32-35. The contracting unit shall not be responsible for late payments due to circumstances beyond the control of the contracting unit, including but not limited to a strike or natural disaster.

A properly executed invoice shall mean an invoice containing sufficient detail for the payment to be made.

Vouchers shall be submitted at least 10 days prior to this meeting for inclusion upon the agenda. Only properly executed Township vouchers may be used for payments.

Partial payment shall be made on the basis of a certified an approved estimate of work completed. Ten percent (10%) of the amount of each invoice shall be retained by the Township as security for faithful performance and completion of work. The Township shall not make late payment penalties unless the goods and services have been rendered.

- Timeliness

- Commencement of Work

The Contractor shall commence work on the project within _____ working days from the date of execution of the contract by the Township. (Working days excludes Saturdays, Sundays and Designated Township Holidays)

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- Completion of Work

The Contractor shall complete all of the work required in these specifications within _____ working days after commencing work as required in Section I above.

- Term of Contract – Liquidated Damages

The terms of this contract shall be completed within the time specified for completion of the work. The Township reserves the right to extend this term of the contract upon application by the contractor providing evidence of circumstances beyond the control of the contractor preventing his successful completion of the contract.

In the case the Contractor shall fail to complete the work within the time fixed for such completion, or within the time to which such completion may have been extended, the Contractor shall pay to the Township in the sum of _____ dollars for each and every working day that the time consumed in completing the work exceeds the time allowed therefore; starting at twelve (12 o'clock) midnight of the date set for completion of the contract, which said sum, in view of the difficulty or accurately ascertaining the loss which the Township will suffer by reason of delay in the completion of the work hereunder is hereby fixed and agreed as the liquidated damages that the Township will suffer by reason of such delay, and not as a penalty. The Township will deduct and retain out of the monies which may become due hereunder, the amount of any such liquidated damages.

- The successful bidder/ contractor shall not assign transfer, convey, sublet or otherwise dispose of any interest in this contract without the prior written consent of the Township.

SECTION XI - TERMINATION OF CONTRACT

- 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 Township 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 Township of any obligation for balances to the contractor of any sum or sums set forth in the contract.
- Notwithstanding the above, the contractor shall not be relieved of liability to the Township for damages sustained by the Township by virtue of any breach of the contract by the contractor and the Township may withhold

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any payments to the contractor for the purpose of compensation until such time as the exact amount of the damage due the Township from the contractor is determined.

- The contractor agrees to indemnify and hold the Township 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 Township under this provision.
- In case of default by the successful bidder, the Township may procure the articles or services from other sources and hold the successful bidder responsible for any excess cost occasioned thereby.
- The Township shall have the right to declare the Contract in default in any of the following eventualities:
 - The Contractor becomes insolvent or a voluntary or involuntary petition in bankruptcy be filed by or against the Contractor.
 - The Contractor makes an assignment for the benefit of creditors pursuant to the Statutes of the State of New Jersey.
 - The Contractor fails to commence work when notified to do so by the Business Administrator or the Engineer.
 - The Contractor shall abandon the work.
 - The Contractor shall refuse to proceed with the work when and as directed by the Business Administrator or the Engineer.
 - The Contractor shall without just cause, reduce his working force to a number which, if maintained, shall be insufficient, in the opinion of the Administrator or the Engineer, to complete the work in accordance with the approved Progress Schedule, and shall fail or refuse to sufficiently to increase such working force when ordered to do so by the Administrator or Engineer.
 - The Contractor shall sublet, assign, transfer, convey or otherwise dispose of this Contract other than as herein specified.
 - A receiver or receivers are appointed to take charge of the Contractor's property or affairs.
 - The Business Administrator or Engineer shall be of the opinion that the Contractor is or has been unnecessarily, unreasonably, or willfully delaying the performance or completion of the work, and the awards of necessary sub-contractors, or the placing of

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necessary material and equipment orders.

- The Business Administrator or Engineer shall be of the opinion that the Contractor is or has been willfully or in bad faith violating any of the provisions of this contract in good faith and in accordance with its terms.
- The work is not completed within the time herein provided therefore or within the time to which the Contractor may be entitled to have such completion extended.

Before the Township shall exercise its right to declare the Contractor in default by reason of the conditions set forth above, the Contractor shall be given an opportunity to be heard. The right to declare in default, for any of the grounds specified or referred to herein, shall be exercised by sending the Contractor a notice signed by the Business Administrator, setting forth the ground or grounds upon which such default is declared. Upon receipt of such notice, the Contractor shall immediately discontinue all further operations under this contract and shall immediately quit the site, leaving UNTOUCHED all plant, materials, equipment, tools and supplies then on the site.

The Township, after declaring the Contractor in default, shall then have the work completed by such means and in such manner, by contract with or without public letting, or otherwise, as the Township shall deem advisable, utilizing for such purposes any of the Contractor's or Sub-contractor's plant, materials, equipment, tools and supplies remaining on the site, as shall be deemed to be available.

After such completion, the Township shall certify the expense incurred in such completion, which shall include the cost of relating as well as the total amount of liquidated damages (at the rate provided for) from the date when the work should have been completed by the Contract, in accordance with the terms hereof to the date of actual completion of the work. Such certifications shall be binding and conclusive upon the Contractor, his Sureties, and any person claiming under the contract, as to the amount thereof.

The expense of such completion, as so certified by the Township shall be charged against and deducted from such monies as would have been payable to the Contractor, if he had completed the work; and the balance of such monies, if any, subject to the other provisions of this Contract, shall be paid to the Contractor without interest after such completion. Should the expense of such

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completion, so certified by the Township, exceed the total sum which would have been payable under this contract if the same had been completed by the Contractor, any such excess shall be paid by the Contractor to the Township upon demand.

- 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 event of unavailability of such funds, the Township reserves the right to cancel this contract.
- The contractor shall maintain all documentation related to products, transactions or services under this contract for a period of five years from the date of final payment. Such records shall be available to the New Jersey Office of the State Comptroller upon request.

SECTION XII - DISPUTE RESOLUTION

Any dispute arising under this Contract shall be resolved in accordance with and subject to the provisions contained in N.J.S.A. 40A: 11-41.1 as outlined below. Nothing in this section shall prevent the Township from seeking injunctive or declaratory relief in court at any time.

- All remedies provided elsewhere in the contract and/or specifications governing the project in dispute shall be exhausted prior to initiating this Dispute Resolution process. Where the Township, its engineer or architect, or its administrative authorities are required by contract or specifications to issue a decision, such decision must be rendered within the time constraints in said contract prior to proceeding to resolve the dispute in accordance with this section
- Prior to litigation, the Township and contractor shall endeavor to settle disputes by mediation in accordance with the current Construction Industry Mediation Rules of the American Arbitration Association. The demand for mediation shall be filed in writing with the other party to the Contract and with the American Arbitration Association, with a copy to the Administrator, Engineer or Architect for the project. This demand must cite the specifics of the dispute and the relevant remedies sought.
 - In no event shall a demand for mediation be made more than 30 days after the decision in dispute is rendered by the Township, its engineer, architect, or administrative authorities, nor more than 30 days after the completion and acceptance of the work and issuance of final payment, nor after the institution of legal or

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equitable proceedings unless specifically agreed to by all parties to the dispute.

- Nothing herein shall be construed to prevent the Township and contractor from agreeing to an alternate dispute resolution procedure in lieu of or in addition to mediation.
- This Dispute resolution procedure shall not prevent the Township from notifying any performance guarantor (surety) or maintenance guarantor (surety) of the dispute and requesting the surety's assistance in resolving any disputes with involve the contractor's performance or lack thereof
- Default Provisions

For those contracts which do not require a Performance Bond, the following DEFAULT PROVISIONS govern:

- If the contractor fails to complete the required work within the number of days specified in the contract or abandons the required work for _____ working days and fails to commence working within 3 calendar days after receiving Notice of Default from the Township, then the contractor is declared to be in fault of the contract. In instances of the default of a contract, the Township of Green reserves the right to immediately have the specified work completed by an alternate contractor and the cost of this completion deducted from any and all monies owed to the original contractor. If insufficient funds are not available within the value of the original contract, then the contractor shall be liable for any and all extra costs incurred by the Township in completing the specified work.

SECTION XIII - OTHER PROVISIONS

- Both parties agree to comply with all requirements of the Federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA") as maybe amended from time to time, and the corresponding HIPAA regulations for the confidentiality and security of medical information. If awarded the bid, the contractor shall:
 - Not use or disclose protected health information other than as permitted or required by law
 - Use appropriate safeguards to protect the confidentiality of the information
 - Report any use or disclosure not permitted
- The contractor, by execution of the contract, shall thereby indemnify and hold the owner harmless from any and all liabilities, claims, actions, costs and penalties which may be incurred as the result of the failure of the contractor to comply with the requirements of the Health Insurance

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Portability and Accountability Act (HIPAA) or any other statute or case law protecting the privacy of persons using its services.

- The owner shall retain all of its rights and interest in any and all documents and property both hard copy and digital furnished by the owner to the successful bidder (contractor) for the purpose of assisting the contractor in the performance of this contract. None of the documents and/or property shall, without the written consent of the owner, be disclosed to others or used by the contractor or permitted by the contractor to be used by their parties at any time except in the performance of the resulting contract.
- The contractor shall not have the right to use, sell, or disclose the total of the interim or final work products, or make available to third parties, without the prior written consent of the owner. Any information supplied to the owner may be required to be supplied on CD/DVD or USB flash drive media compatible with Microsoft Windows, and Microsoft Office Suite 2010 or greater.
- Under state and federal statutes, certain government records are protected from public disclosure. The owner, the contractor and any subcontractors have a responsibility and an obligation to safeguard from public access an employee's personal information with which it has been entrusted when disclosure thereof would violate the employee's reasonable expectation of privacy. All payroll, personnel and health insurance related files are confidential. Additionally, the contractor and any subcontractors may be privy to sensitive law enforcement information or investigations during their review which must remain confidential. The owner retains the right to make any public disclosure under the law. Also, among government records deemed confidential are administrative or technical information regarding computer hardware, software and networks that, if disclosed, would jeopardize computer security. The contractor and any subcontractor(s) are prohibited from the sale or distribution of all supplied information to any third party.
- Proof of licensure for any activity regulated by the State of New Jersey and required to do the work required under this specification, for either the firm or the person responsible for the work, shall be provided as required by the owner.