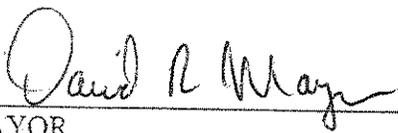


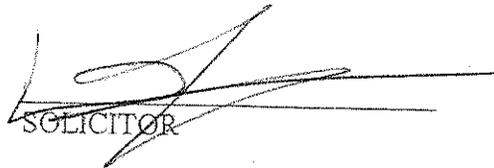
SPECIFICATIONS FOR THE PURCHASE OF
LANDSCAPE MAINTENANCE PROGRAM

FOR THE TOWNSHIP OF GLOUCESTER
COUNTY OF CAMDEN


MAYOR


DEPARTMENT HEAD


BUSINESS ADMINISTRATOR


SOLICITOR

BID OPENING DATE: WEDNESDAY, APRIL 3 , 2019 @ 10:15AM

SPECIFICATIONS # P.W.: 19-02

SPECIFICATIONS FOR
LANDSCAPE MAINTENANCE PROGRAM
THE TOWNSHIP OF GLOUCESTER, CAMDEN COUNTY

BIDDER: _____

ADDRESS: _____

PHONE NUMBER: _____

OPENING DATE: WEDNESDAY, APRIL 3 , 2019 @ 10:15AM

SPECIFICATIONS #: PW: 19-02

WE ARE REQUIRING A BID BOND
AND WAIVING THE SURETY BOND

TOWNSHIP OF GLOUCESTER, CAMDEN COUNTY

NOTICE TO BIDDERS

NOTICE is hereby given that sealed proposals for the:

LANDSCAPE MAINTENANCE PROGRAM

BID SPECIFICATION NUMBER: PW: 19-02

will be received no later than 10:15 a.m. prevailing time on Wednesday, April 3, 2019, at the Municipal Building, Chews-Clementon Road, Chews Landing, New Jersey

PROPOSALS must be addressed to the Township Council, PO Box 8, Blackwood, New Jersey, 08012 and will be opened and read publicly at the above time and date, and should be in a sealed envelope marked:

LANDSCAPE MAINTENANCE PROGRAM

DO NOT OPEN UNTIL: WEDNESDAY, APRIL 3, 2019 @ 10:15 A.M.

PROPOSAL forms, instructions to bidders, specifications and other bidding documents may be examined or obtained at the office of the Township Clerk, 1261 Chews Landing Road, Laurel Springs, New Jersey, during normal business hours.

The Township Council reserves the right to reject any or all proposals in whole or in part, and to waive such informalities as may be permitted by law.

BIDDERS are required to comply with the requirements of P.L. 1975, Chapter 127, and P.L. 1977, Chapter 33.

Information on Affirmative Action Program requirements is available at the office of the Township Clerk, Municipal Complex, Chews-Clementon Road, Laurel Springs, New Jersey.

Nancy Power

BID PROPOSAL FORM

(Contract Title and Bid Number, if applicable)

(Description of goods/services being bid)

The undersigned proposes to furnish and deliver the above goods/services pursuant to the bid specification and made part hereof:

Amount in words

\$

Amount in numbers

Company Name

Federal I.D. # or Social Security #

Address

Signature of Authorized Agent

Type or Print Name

Title

Telephone Number

Date

PROPOSAL FORM/SIGNATURE PAGES

To: Township Council
Gloucester Township
1261 Chews Landing Road
Laurel Springs, NJ 08021

Date: _____

Council:

This proposal is submitted in accordance with your advertisement inviting proposals to be received for the project identified as: _____.

Having carefully examined the "Advertisement for Bids; Bidding Instruction", General Clauses", "Plans", etc. hereinafter, bulletins applying thereto, and being familiar with the various conditions affecting the work, the undersigned hereby agrees to furnish all materials, perform all labor, and all else necessary to complete the work in strict accordance with the specifications for prices as follows:

In case this proposal is accepted, the undersigned is hereby bound to enter into contract within ten (10) days after receipt of notice of acceptance for above mentioned work, in accordance with such specifications.

Subscribed and Sworn
Before me this ____ day
of _____, 2____

(Type or Print Name)

Notary public of _____

Signature

My commission expires _____

(Seal)

INSTRUCTION TO BIDDERS

NO DEPOSIT OR FEE IS REQUIRED FOR SPECIFICATIONS

QUALIFICATION OF BIDDERS

All bidders must be prepared to present suitable evidence of their financial standing and to furnish a list of similar work recently completed.

No verbal instructions or information to bidders will be binding. The specifications will be considered as clear and complete unless written attention is called to any discrepancies or incompleteness before the opening of bids. Should any written inquiries be received by the Business Administrator, these inquiries will be answered in the form of bulletins and issued to all bidders. These bulletins shall be considered a part of these specifications.

Bids will be considered as conclusive evidence of complete examination of specifications and samples. It is understood that parties making bids accept all the terms and conditions expressed and contain in the specifications attached to the proposal submitted.

A proposal Form/Signature Page is provided in these specifications. This form must be used in submitting a proposal and all pages of the form must be completely filled out and signed by the bidder.

PRESENTATION OF BIDS

Each bid must be enclosed in a sealed envelope and clearly marked on the outside: "BID PROPOSAL _____" (see advertisement, page 1), and delivered to the Office of the Township Clerk, 1261 Chews Landing Rd., Laurel Springs, New Jersey 08021.

WITHDRAWALS

No proposal may be withdrawn later than 4:30 p.m. prevailing time on the day of the opening of the bids. No modifications or explanations of any bid will be allowed after the same is sealed and delivered to the Township Clerk. The proposal will be opened and read publicly by the Township Council.

The Township Council reserves the right to reject any or all bids or parts thereof as deemed to be in the best interest of the Township and to waive any immediate information as may be permitted by law.

FORM OF CONTRACT

The successful bidder will be required to execute a written contract with the Township Council within ten (10) days after notice of the acceptance of their proposal.

TERM OF CONTRACT

Contract will be for a period of twenty four (24) months. Beginning January, 1, 2019 and ending December 31, 2020.

BID BOND

Each bid shall be accompanied by a certified check, cashier's check or bid bond duly executed by the bidder as the principal and having as surety thereon a surety company approved by the Township of Gloucester in the amount not less than ten percent (10%), but in no case in the excess of \$20,000.00 or the amount of bid. Any such bid bond shall be without endorsement or conditions. Bid shall be accompanied with a certified letter from a surety company stating that it will provide the bidder with the completion bond.

SURETY BOND (WAIVED)

The successful bidder will be required to furnish a surety bond in the amount of one hundred percent (100%) of the contract price, the condition of which shall be in full and complete execution and performance of each and all of the terms contained in the contract, proposal, specifications and instructions to bidders. The bond shall meet all requirements of the Township Council.

NOTE: Surety bond is automatically required when the contract price exceeds nine hundred ninety nine dollars and ninety nine cents, (\$999.99); when the contract price is under \$999.99, surety bond may be required by the Township Council if they deem it necessary and in the best interest of the Township.

Entire cost of bond(s) shall be paid for by the individuals, firms, or corporations with whom the contract(s) are entered into for the execution of any other purchases, or the furnishing or hiring of any materials or supplies.

CONSENT OF SURETY

A performance bond will be required from the successful contractor on this project, and consequent, all bidders shall, with their bid, a certificate in substantially the following form:

TO: _____
(Owner)

RE: _____
(Contractor)

LANDSCAPE MAINTENANCE PROGRAM

(Project Description)

This is to certify that the

(Surety Company)

will provide to _____ a performance bond

in the full amount of awarded contract in the event that said contractor is awarded a contract for the above project.

(CONTRACTOR)

(Authorized Agent of Surety Company)

Date: _____

CERTIFICATE OF SURETY MUST BE SIGNED BY AN AUTHORIZED AGENT OR REPRESENTATIVE OF A SURETY COMPANY AND NOT BY THE INDIVIDUAL OR COMPANY REPRESENTATIVE SUBMITTING THE BID.

SPECIFICATIONS

These specifications are intended to cover the furnishing of all materials and the performance of all work that may be required or necessary for the complete compliance of the contract and the contractor will be required to do all things. Where plans, drawings or schematics accompany certain sections of the specifications, these shall be considered as a part of these specifications.

INTERPRETATION OF SPECIFICATIONS

Should the contractor discover discrepancies in the specifications, the matter shall be immediately brought to the attention of the Township of Gloucester and the discrepancies corrected by written agreement before proceeding further.

All explanation, interpretations and instructions required under these specifications will be given by the Township upon written request from bidders.

Equipment to be furnished (if applicable) shall be new, first-class, or as specifications stipulated in the detailed specifications and shall meet with the approval of the Township Council or their designated representative.

All equipment if applicable shall conform to the requirements of these specifications and any equipment rejected by the Council as not complying with these specifications shall be immediately removed and replaced with acceptable equipment.

EXTRA WORK

No extras or additional work will be allowed or paid for unless such extras or additional work is ordered in writing by the Township and the price fixed and agreed before such work is performed.

ADDITIONS OR DEDUCTIONS

The Council of the Township of Gloucester shall have the right, without invalidating the contract to make additions to or deductions from the work covered by these specifications and in case such deductions in cost shall be made between the Council and the contractor, but must be agreed to in writing.

PROTECTION BY CONTRACTOR

The contractor agrees to indemnify and save harmless the Township and their representatives from all suits or actions of every nature and description brought against them or either of them or on account of the use of patented or copyrighted material, appliances, products, or processes, with legal protection. The contractor shall not transfer or sublet any portion of the work covered by these specifications without written consent of the Township.

**SPECIFICATIONS
FOR
LANDSCAPE MAINTENANCE PROGRAM
AT
VARIOUS GLOUCESTER TOWNSHIP BUILDINGS & GROUNDS**

1. GENERAL:

- 1.1 The work under this specification includes the furnishing of all labor, materials, equipment and supplies to perform landscape maintenance services at the Gloucester Township Buildings and grounds.
- 1.2 Prospective contractors shall visit the parks and completely familiarize themselves with existing conditions. Any question, please contact the Department of Public Works at (856) 228-3144, Attn: Mark Siler, Supervisor and/or Scott Harasym, Assistant Supervisor.
- 1.3 The Contractor shall not sell, transfer, assign or otherwise dispose of this contract to any third party for the performance of the work.
- 1.4 See Instructions to Bidder regarding requirements for insurance, bonds and other information.
- 1.5 Contractor shall make every effort to minimize tire marks and compaction of the soil, due to driving and parking on non-paved areas. Disturbed areas shall be repaired to their as-found condition.
- 1.6 Failure to provide the services required by the Contract shall result in a Notice of Warning from the Township. The Contractor shall have five (5) days from that time to correct any specific instances of unsatisfactory performance is not corrected within the time specified above, the Township shall have the immediate right to complete the work to its satisfaction, and shall deduct the cost to recover any balances due, or to become due to the Contractor. Repeated incidences of unsatisfactory performance may result in cancellation of the agreement for default, at the sole discretion of the Township of Gloucester Department of Public Works.
- 1.7 The Contractor shall conduct his operations so as not to violate any state or local ordinances pertaining to air pollution.
- 1.8 The Contractor is hereby notified that blowing dust from unstable earth in work areas will be considered a nuisance under his control.
- 1.9 The Township reserves the right to increase or decrease quantities of work, to

eliminate portions of the work, or to add work of similar nature, and to direct the commencement and order of execution of various portions of the work or After award of contracts, the Contractor shall submit, for approval by the Township, a monthly break-down of work and schedule cost for each tax per month to serve as the basis for all invoices.

- 1.10 The Contractor shall prepare and submit to the Township for approval, a proposed Schedule, showing the sequence of work for the entire season, using diagram, plan or text. The purpose of this submission is to establish a schedule for the work that will not only be efficient for the Contractor, but will cause the least disruption to vehicular and pedestrian traffic, and to minimize the inconvenience for recreation facility, scheduling, and to the general public in the area. The proposed schedule is required at the time the bid is submitted to the Township.

2. CONTRACTOR QUALIFICATIONS:

- 2.1 The services shall be performed by a Contractor who is regularly engaged in the lawn and landscape maintenance business.
- 2.2 The Contractor shall have been in a service business of this type for at least five (5) years.
- 2.3 The Contractor shall use trained service people directly employed and supervised by him.
- 2.4 The Contractor shall have the necessary organization and the proper facilities to properly fulfill all the services required on a day-to-day basis. Contractors may be required to demonstrate this ability prior to award of contract.
- 2.5 At the request of the Township, the Contractor shall submit evidence that he has satisfactorily performed similar maintenance services for other clients. A list of clients, including names and telephone numbers of contact persons, for the particular type of service may be requested. The Township reserves the right to reject any bid, if it is determined by the Township that such bid does not represent the bid of a Contractor competent to perform the work as specified.
- 2.6 Contractor must be State certified in pesticides and fertilization.

3. BASIC SERVICES:

- 3.1 Provide al labor, equipment and materials required to furnish and perform all site maintenance work for each group of areas as scheduled for the specific task below:

- 3.1.1 On-ground to be left at or in receptacle.
- 3.1.2 Trimming (including weed-eating and mowers).
- 3.1.3 Mowing
- 3.1.4 Weekly written maintenance reports, and reporting to the Township Public Works Department any deficiency in the parks system (such as broken playground equipment, fencing needing repairs, etc.) that is observed
 - a. Complete spring clean-up of all lawn and shrubbery areas
 - b. Pruning of all material (at least one (1) time per year)
 - c. Cut, edge, weed (all shrub bed) areas as noted on the sectional drawing and the in-person guideline meeting. (Note: this is to be predetermined, prior to commencement.
 - d. Installation of a fertilization program (6 steps) is to be implemented.
 - Step #1 March-full application of fertilization
 - Step #2 April-application of fertilization & pre-emergence
 - Step #3 June-application of fertilization
 - Step #4 July-one (1) application of fungicide
 - Step #5 August-one (1) application of fertilizer & insect control
 - Step #6 October- full application of fertilizer
 - e. Remove old mulch and re-mulch all bed and tree well areas (double shredded root mulch).
 - f. Installation of annual flowers as follows:
30 Flats-Hall

Flowers to be used in: SPRING

- Black Begonias**
- Vinkas**
- Geraniums**
- Marigolds**

Flowers to be used: FALL

- Mums**

Flowers to be used: Winter

- Cabbage**

- g. Complete fall clean-up of all lawn and shrub bed areas (to be done in November)

3.2 Trash and Litter Pick-Up

- 3.2.1 Trash shall be picked up prior to mowing, and disposed of in on-site receptacles by the Contractor.

3.3 Mowing & Trimming

- 3.3.1 The Contractor shall submit a mowing schedule for the season, for the approval, of the Township Representative. In the event mowing is changed to another day of the week, due to rain or other conditions, the mowing schedule will revert back to the original day for the following week. At the time of cutting, keep mower blades adjusted for a finished cut height 2-3 inches. Areas around trees, shrubs, beds and other obstacles shall be hand trimmed at the time of each mowing and neat lawn edges shall be maintained. Mowing, trimming and edging shall be performed on not less than 7-10 day cycle. Or sooner, at the discretion of the Department of Public Works. Reel or rotary mowers are acceptable, and shall be well-adjusted and the blades sharp. The Contractor must notify the Township Representative, in advance, of any changes in the approved schedule.
- 3.3.2 Trim all grass at each mowing.
- 3.3.3 Care shall be taken not to damage tree trunks, walls, curbs, etc., when mowing. If any of these are damaged, the Maintenance Contractor shall repair the damage at no cost to the Township. All damages shall be reported to the Township Representative, regardless of cause, on the Weekly Work Report.
- 3.3.4 No mowing will be permitted on weekends, holidays, before 7:00 AM, or after 5:00 PM in weekdays, unless specifically approved by the Township. .
- 3.4 Maintenance Work Reports
- 3.4.1 A Maintenance Work Report must be filled out each day, for each site that work is performed. All Maintenance Work Reports must be turned into Public Works by the above deadline. Failure to do so, may result in a delay in payment, or non-payment, due to lack of verification.
- 3.4.2 Maintenance Contractor shall inspect for, and report, all vandalized and otherwise damaged conditions, on a weekly basis, and include the damage report in the weekly Maintenance Report.
- 3.4.3 The Township will provide the Contractor with the necessary checklist to facilitate reporting.

4. **WORK SCHEDULE:**

4.1 Work schedule for all service shall be as shown on the enclosed schedule.

5. **SITE LOCATIONS:**

(28 Cuts per site, per calendar year are required starting April 10th and ending October 31st)

- A. GLOUCESTER TOWNSHIP MUNICIPAL BUILDING
1261 Chews Landing Road, Laurel Springs, New Jersey 08021
- B. SENIOR COMMUNITY CENTER (next to Municipal Building)
- C. VETERAN'S MEMORIAL PARK
Park located at Municipal address
- D. GLOUCESTER TOWNSHIP RECREATION CENTER
80 Broadacres Drive, Clementon, New Jersey 08021
- E. PT. ARIEL PARK
Erial Road and Little Mill Road, Erial, New Jersey 08081
- F. GLOUCESTER TOWNSHIP LIBRARY
15 S. Black Horse Pike, Blackwood, New Jersey 08012
- G. ACADEMY HALL
Next to Library
- H. GABRIEL DAVIES TAVERN
300 Fourth Avenue, Glendora, New Jersey 08029
- I. HARWIN PARK
Across the street from the Library
- J. SENIOR CENTER ON HIDER LANE-**ENTIRE PARK BOTH SIDES**
1571 Hider Lane, Laurel Springs, New Jersey 08021
- K. PUBLIC WORKS-**LANDSCAPE ONLY**
1729 Erial Road, Blackwood, New Jersey 08012
- L. INTERLANTE PROPERTY
House located at Gabriel Davies location
- M. ERIAL LITTLE LEAGUE
Ball field between Essex Avenue and Girard Avenue in Erial, New Jersey 08081
- N. GLOUCESTER TWP. VISION – FAMILY RESOURCE CENTER
1324 Little Gloucester Road, Blackwood, NJ 08012

6. **TERM OF CONTRACT IS TWELVE MONTHS (JANUARY 1, 2019 – DECEMBER 31, 2019) WITH AN OPTIONAL SECOND YEAR.**

GENERSAL CLAUSE

PROPOSAL FORMS

As noted under "Instructions to Bidders", attached to these specifications is a "Proposal Form/Signature Form" which must be completely filled out and signed by each bidder. As these Instructions to Bidders, Specifications, Form of Proposal, Signature Page, General and Special Clauses, etc. all refer to each other and together constitute a whole legal binding agreement and must be returned together as when delivered to bidder.

NO BID WILL BE ACCEPTED UNLESS SUBMITTED ON THESE FORMS FURNISHED
HEREIN.

All bids must be sealed, marked and delivered in accordance with the Instructions in paragraph 5, and 6. Bids will be opened and read publicly by the Business Administrator at the time and day specified in the Advertisement for Bids. Reading of the bids will take place at the Municipal Hall, 1261 Chews Landing-Clementon Road, Laurel Springs, New Jersey 08021.

DELIVERY

In general, deliveries shall be in such time and place as much be fixed by Council and shall not be made except upon definite instructions. See "Specifications" for delivery required under these present specifications.

DISPOSAL OF MATERIALS, SUPPLIED, ETC., NOT APPROVED

Bidders shall understand that when materials, supplies, etc. have been delivered to the job which do not comply with the specifications and have not been approved, shall be immediately removed upon notification to the contractor and replaced with material, supply, etc., in full accordance with the specifications.

PAYMENTS

Payments shall be made to the contractor within sixty (60) days of receipt of invoice, after inspection and acceptance of the material and/or work and approval of the invoice by the Township Council unless otherwise stipulated by the Township in form of a contract.

NUMBER OF WORKING DAYS

The contract shall contain the date which the work shall be completed or shall specify the number of working days to be allowed for its completion and/or delivery of materials, equipment and supplies.

EXEMPTION FROM FEDERAL EXCISE AND NEW JERSEY SALES TAX

The Township of Gloucester is exempt from Federal Excise Taxes and the New Jersey Sales Tax. Net prices as shown in the proposal shall exclude said Federal and State Tax amounts.

NOTE: This provision shall not apply to construction, repair and/or maintenance contracts where bidder purchases supplies, materials, and/or equipment and includes costs thereof in computation of his bid or proposal.

NEW JERSEY PREVAILING WAGE ACT

All work on this Project shall comply with the requirements under the 1963 Revised Statutes of New Jersey Chapter 150, "Prevailing Rate of Wages on Public Contracts".

Current applicable Wage Rate Determination of the State of New Jersey Department of Labor shall become part of the contract.

QUALITY, DELIVERY, AND APPROPRIATION

Unless otherwise specified on the Form of Proposal or in the Special Instructions for an individual class of commodity, the quantities listed on the Form of Proposal are estimate only, and the Township does not guarantee to purchase any definite quantities. The amount purchased however, shall be all of the Township requirements during the term of the contract, whether they be more or less than the estimate given. Also, the quantities purchased by the Township are limited to the amount of monies budgeted and appropriated for the same under New Jersey Statutes. In the case of all awards made on the basis or price at F.O.B. delivered to the Township, the supplier shall be required to make deliveries to the locations and in the quantities designated by the township.

DOMESTIC PRODUCTS

Only manufactured products of the United States, wherever available, shall be used in connection with this undertaking, pursuant to 40A:11-18 of the Revised Statutes of the State of New Jersey.

PUBLIC DISCLOSURE

Chapter 33 of the Public Laws of 1977 provides that no Corporation or Partnership shall be awarded any State, County, Municipal, or School District 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. The statement shall set forth the names and addresses of all stockholders in the Corporation or Partnership who own ten percent (10%) or more of its stock or any class, or of all individual partners in the Partnership who owns a ten percent (10%) or greater interest therein.

FAILURE TO SUPPLY THIS INFORMATION WITH FORM OF PROPOSAL WILL BE CAUSED TO REJECT THE BID

NAME

ADDRESS

_____	_____
_____	_____
_____	_____
_____	_____

No Individual Stockholder or Partner owns ten percent (10%) or more of this Corporation or Partnership.

Use reverse side of sheet for additional Stockholders.

Company's Name

Signature

Title

(REVISED 4/10)

EXHIBIT A

MANDATORY EUQL EMPLOYMENT OPPORTUNITY LANGUAGE

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

N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, 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 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, advertising the labor union of the contractor's commitment 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 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 principals 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 decision of the State of New Jersey, and applicable Federal law and applicable Federal court decision.

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the office from time to time in order to carry out the purpose of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant **to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

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 three following documents:

- 1. Letter of Federal Affirmative Action Plan Approval**
- 2. Certificate of Employee Information Report**
- 3. Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at [www.state.nj/treasury/contract compliance](http://www.state.nj/treasury/contract%20compliance))**

Company: _____

Signature: _____

Print Name: _____

Title: _____

Date: _____

CONSTRUCTION CONTRACT

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

1. The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, marital status, or sex. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status or sex. Such actions shall include, but not limited to the following: employment, upgrading, demotions, 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 Equal Employment Opportunity Officer setting forth provisions of this non-discrimination clause.
2. The contractor or subcontractor, where applicable, will in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status or sex.
3. The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Public Agency Equal Employment Opportunity Officer advising the labor union or worker's representative of the contractor's commitment under this act and shall post copies of this notice in a conspicuous place available to employees and applicants for employment.
4. The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L.1975, C127, as amended and supplemented from time-to-time.
5. When hiring workers in each construction trade, the contractor or subcontractor agrees to attempt in good faith to employ minority workers in each construction trade consistent with applicable employment go prescribe Section 7.3 of said Regulations; provided however, that the Affirmative Action Office may, in its discretion, exempt a contractor or subcontractor from compliance with the good-faith procedures prescribed by the following Provisions 1, 2, and 3 as long as the Affirmative Action Office is satisfied that the contractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Affirmative Action Office, that is percentage of active "card-carrying" members are who are minority workers is equal to or greater than the applicable employment goal prescribed by section 7.3 of the Regulations

promulgated by the treasure pursuant to pee. L. 1975, letter c. 1 to 7, as amended and supplemented from time-to-time. The contractor or subcontractor agrees that a good-faith effort shall include compliance with the following procedures:

- A. If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall within three (3) days of the contractor award, seek assurance from the union that it will cooperate with the contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the regulations promulgated by the Treasurer pursuant to P.L. 1975, C. 127, as it is supplemented and amended from time-to-time. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five (5) days prior to the commencement of the construction work, the contractor or subcontractor agrees directly to attempt to hire minority workers consistent with the applicable employment goal. If the contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union provided said assurance indicates a significant possibility that the trade union will not refer sufficient minority workers consistent with the applicable employment goal by complying with the following hiring procedures prescribed under (2); and the contractor or subcontractor further agrees immediately to take said action if its determines or is so notified by the Affirmative Action Office that the union is not referring minority workers consistent with the applicable employment goal.
- B. If the hiring of a work force consistent with the employment goal has not or cannot be achieved by each construction trade by adhering to the procedures of the preceding provision (1), or if the contractor or subcontractor does not have a referral agreement or arrangement with the union for a construction trade, the contractor or subcontractor agrees to take the following actions consistent with the applicable county employment goal:
1. to notify the public agency compliance officer, affirmative action office and at least one minority referral organization of its Manpower needs and requests the referral of minority workers;
 2. to notify any minority workers who have been listed with it as awaiting available vacancies;
 3. prior to commencement of work, to request the local construction trade union, if the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, to refer a workers to fill job openings;
 4. to leave standing request for additional referral of minority workers with the local construction trade union, if the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State training and employment service and the other approved referral sources until such time as the work force is consistent with the employment goal;

5. if it is necessary to lay off some of the workers in a given trade on the construction site, to a short consistency with the applicable state and federal statutes and Court decisions, that sufficient minority employees remain on the site consistent with the employment goal, and to employ any minority workers laid off by the contractor or any other construction site in the area on which its work force composition if not consistent with any employment goal establish pursuant to the Regulations implementing P.L.1975, C127;
6. to adhere to the following procedure when minority workers apply or are referred to the contractor or subcontractor:
 - i. if said individuals have never previously received any document or certification signifying a level of qualification lower than that required, the contractor or subcontractor shall determine the qualifications of such individuals and if the contractor's or subcontractor's work force in each construction trade is not consistent with the applicable employment goal, it shall employ such persons which satisfy appropriate qualifications standards; provided however, that a contractor or subcontractor shall determine that the individual at least possesses the skills and experience recognized by any workers skills and experience classification determination which may have been made by a Public Agency Compliance Officer, union, apprentice program or a referral agency, provided the referral agency is acceptable to the Affirmative Action Office and provided further, that if necessary, the contractor shall hire minority workers who qualify as trainees pursuant to subsection 2 (k) of these regulations. All of the requirements of this paragraph, however, are limited by the provisions of paragraph (c) below.
 - ii. if the contractor's or subcontractor's work force is consistent with the applicable employment goal, the name of said minority group individual she'll be maintained on a waiting list for first consideration in the event the contractor's or subcontractor's workforce is no longer consistent with the applicable employment goal.
 - iii. if for any reason said contractor or subcontractor determines said minority group individual is not qualified or if said individual qualifies as an advanced training or apprentice, said contractor or subcontractor shall inform said individual in writing with the reasons for the determination and maintain copy in its files, and send a copy to the Public Agency Compliance Officer and to the Affirmative Action Office.
7. To keep a complete and accurate record of all requests made for the referral of works in any trade covered by the contract, and said records shall be kept on forms made available by the Affirmative Action Office and shall be submitted promptly to that office upon request.

- C. The contractor or subcontractor agrees that nothing contained in the preceding provisions (3) shall preclude the contractor or subcontractor from complying with hiring hall or apprenticeship provisions in any applicable collective bargaining agreement or hiring hall agreement, and where required by customer or agreement, it shall send Journeymen and trainees to the union for referral, or to the apprentice program for admission, pursuant to such agreement or arrangements; provided, however, that where the practices of a union apprenticeship program will result in the exclusion of minority persons or the failure to refer minority group persons consistent with the county employment goal, the contractor or subcontractor shall not be required to employ minority advanced trainees and trained and numbers which results in employment of advanced trainees as percentage of the total work force for construction, trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for construction said construction trade. Also the contractor or subcontractor agree that, in implementing the procedures of the preceding provision (b), it shall, where practicable, employ minority workers residing within the geographical jurisdiction of the residing unions.
- D. The contractor agrees to complete monthly project Manning Reports on forms provided by the Affirmative Action Office or in the form prescribed by the Affirmative Action Office and submit a copy of said form no later than three (3) days after signing a construction contract and said form once a month thereafter for the duration of this contract to the Affirmative Action Office and to the Public Agency Compliance Officer. The contractor agrees to cooperate with the Public Agency in the payment of budgeted funds, as if necessary, for on-the-job and off-the-job programs for outreach and training of minority trainees employed on the construction projects.

Provisions 4 and 5 not required for contractors or subcontractors with four or fewer employees or contractor who has presented evidence of a federally approved or sanctioned affirmative action program.

NON-COLLUSION AFFIDAVIT

State of New Jersey

County of _____

SS: _____

I, _____ residing in _____
(Name of Affiant) (Name of Municipality)

in the County of _____ and State of _____ of full age,

being duly sworn according to law on my oath depose and say that:

I am _____ of the firm of _____

The bidder making this Proposal for the bid entitled _____, and that I
(Title of Bid Proposal)

executed the said proposal with full authority to do so that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the _____ relies upon the truth of the statements
(Name of contracting unit)

contained in said Proposal and in the statements contained in this affidavit in awarding the contract for the said project.

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

Subscribed and sworn
Before me this _____ day
of _____, 2

(Type or Print Name)

Notary public of _____

(Signature)

My Commission expires _____

(Seal)

AFFIDAVIT FOR AFFIRMATIVE ACTION

(This Affidavit is part of the Proposal.)

STATE OF: _____

COUNTY OF: _____

Being duly sworn, deposes and says that he resides at:

and that he/she is the _____ of _____
who signed the foregoing Proposal of Bids, that during the course of this contract, he will agree
to the Plan for Affirmative Action.

Subscribed and sworn to before me on the _____ day of _____, 20__.

(Seal)

(Notary Public)

My Commission expires:

CERTIFICATE OF BIDDER SHOWING ABILITY TO PERFORM CONTRACT

I, _____ of the (City, Town, Township, Borough, etc.)
of _____ in the County of _____ and the State of _____
_____ of full age, being duly sworn according to law on my oath depose and say
that:

1. I am a(n) owner, partner, shareholder or officer of the company set forth below and am duly authorized to execute this affidavit on its behalf.

(Check Appropriate Statements(s))

_____ I own lease or control all the necessary equipment required by plans, specifications, and advertisements under which bids are asked for.

_____ I do not own, lease or control all the necessary equipment required by plans, specifications, and advertising under which bids are asked for.

If the bidder is not the actual owner or lessee of all the necessary equipment provide the source from which the equipment will be obtained (Attach additional sheets if necessary.)

Attach certification from the owner or person in control of the equipment definitely granting to the bidder the control of the equipment required during such time as may be necessary for the completion of that portion of the contract for which it is necessary.)

Subscribed and sworn

(Title)

Before me this _____ day

of _____, 2 _____

(Name of Company)

Notary Public of _____

My Commission Expires:

(Seal)

PROOF OF BUSINESS REGISTRATION

N.J.S.A. 52:32-44 required that each contractor submit proof of business registration with the bid proposal. Proof of registration shall be a copy of the bidder's Business Registration Certificate (BRC). A BRC is obtained from the New Jersey Division of Revenue. Information on obtaining a BRC is available on the internet at www.nj.gov/dca/lgs/lpcl/busregis/bus or by phone at (609) 292-1730. N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that knowingly provide goods or perform services for a contractor fulfilling this contract:

1. The contractor shall provide written notice to its subcontractors and suppliers to submit proof of business registration to the contractor;
2. Prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors or attest that none was used;
3. During the term of this contract, the contractor and its affiliates shall collect and remit and shall notify all subcontractors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, the Use Tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq) on all sales of tangible personal property delivered into this state.

A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements is available by calling (609) 292-9292.

NEW JERSEY "BUSINESS REGISTRATION CERTIFICATE" FORM

P.L. 2004 Ch. 57 requires that Business Organizations, be registered with the New Jersey Department of Treasury, Division of Revenue. The definition in the law is as follows:

"Contractor" means a business organization that seeks to enter or has entered into a contract with a contracting agency, to provide goods, services, or a construction project, the cost of which exceeds 15% of the contracting unit's bid threshold.

Please indicate below, for the bidder and all subcontractors listed on the "Subcontractor Declaration" herein, as to their registration with the NJ Department of Treasury, Division of Revenue in accordance with P.L. 2004, Ch57.

Proof of registration is required for all contractors and named subcontractors. Proof of registration means a copy of the organization's Business Registration Certificate". No other form can be substituted to fulfill this requirement.

Copies of the Business Registration Certificate shall be submitted and attached to this form.

<u>Name</u>	<u>Not Registered</u>	<u>Registration Number</u>
Bidder _____	_____	_____
(Subcontractor) _____	_____	_____
(Subcontractor) _____	_____	_____
(Subcontractor) _____	_____	_____
(Subcontractor) _____	_____	_____

Subscribed and Sworn
before me this ____ day
of _____ 20____.

Notary Public of

Signature

My Commission Expires _____

(Type or Print Name)

(Seal)

**STATE OF NEW JERSEY - DIVISION OF PURCHASE AND PROPERTY
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

Quote Number: _____

Bidder/Offeror: _____

**Part 1:
CERTIFICATION**

**BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX,
FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE.**

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

PLEASE CHECK THE APPROPRIATE BOX:

I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 26 (Chapter 26 List") further certify that I am the person listed above, or I am an officer completes the Certification below.

OR

I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries or affiliates is listed on the Department's Chapter 26 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the certification below. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines, and/or sanctions will be assessed as provided by law.

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

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

EACH BOX WILL PROMPT YOU TO PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, CLICK THE "ADD AN ADDITIONAL ACTIVITIES ENTRY" BUTTON.

Name _____ Relationship to Bidder/Offeror _____

Description of Activities _____

Duration of Engagement _____ Anticipated Cessation Date _____

Bidder/Offeror Contact Name _____ Contact Phone Number _____

ADD AN ADDITIONAL ACTIVITIES ENTRY

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any Part 1: hereto to the best of my knowledge are true and complete. I attest that I am authorized to execute the certification on behalf of the above-referenced person or entity. I acknowledge that the State of New Jersey 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 state to notify the State 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 constitute material breach of my agreement(s) with the State of New Jersey and that the State at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name _____ Signature _____

Title _____ Date _____